

AGREEMENT

Entered into by and between

THE LONG ISLAND RAIL ROAD COMPANY

and

SPECIAL SERVICE ATTENDANTS

Represented by the

UNITED TRANSPORTATION UNION

RULES UPDATED THROUGH

DECEMBER 31, 2010

including

AGREEMENT OF

DECEMBER 6, 2007

AGREEMENT

Entered into by and between

THE LONG ISLAND RAIL ROAD COMPANY

and

SPECIAL SERVICE ATTENDANTS

Represented by the

UNITED TRANSPORTATION UNION

RULES UPDATED THROUGH
DECEMBER 31, 2010

including

AGREEMENT OF
DECEMBER 6, 2007

and

Rates of Pay Effective

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

MASTER INDEX

<u>Subject</u>	<u>Page</u>
Abolishment Of Positions - Revision In Assignments -- (Rule 27).....	17
Accountability And Remittances -- (Rule 15).....	7
Americans With Disabilities Act -- (Rule 23A).....	15
Appeals - Claims -- (Rule 22).....	13
Appeals - Discipline -- (Rule 21(j)).....	12
Appeals From Seniority Date -- (Rule 4B).....	4
Application For Employment -- (Rule 24).....	15
Bereavement Allowance -- (Rule 32).....	22
Bids And Applications -- (Rule 7).....	5
Board Of Doctors -- (Rule 23).....	14
Bonding -- (Rule 14).....	7
Calls - Notification -- (Rule 18).....	10
Code 7 - Conferences, Local Committeemen -- (Appendix C).....	31
Definitions.....	2
Determination Of Physical Fitness -- (Rule 23).....	14
Differential -- (Rule 29(c)).....	19
Discipline -- (Rule 21).....	12
Domestic Partner Coverage -- (Appendix E).....	35
Employment - Probation -- (Rule 24).....	15
Entrance Rate -- (Rule 29(b)).....	19
Established Positions -- (Rule 29(e)).....	19
Extra List -- (Rule 16).....	8
Forty Hour Workweek -- (Rule 1).....	4
Furnishing Rule Book -- (Rule 17).....	8
Grievance Procedure -- (Rule 22).....	13
Health And Welfare Benefits -- (Appendix E).....	35
Holidays -- (Rule 20).....	10
Jurisdictional Disputes -- (Rule 22).....	14
Jury Duty -- (Rule 34).....	22
Layover, Montauk -- (Rule 9).....	6
Leave Of Absence -- (Rule 33).....	22
Meal, Montauk Layover -- (Rule 9).....	6
Moratorium Clause -- (Rule 38).....	23
Night Differential -- (Rule 29(c)).....	19
No Bids From Qualified Employees -- (Rule 8).....	6
Notification - Calls -- (Rule 18).....	10
Overtime -- (Rule 19).....	10
Panel Of Doctors -- (Rule 23).....	14
Payroll Data -- (Rule 29(f)).....	19
Pension Plan -- (Rule 35).....	23
Personal History File -- (Rule 25).....	15
Personal Leave -- (Rule 31).....	21
Presentation Of Claims For Compensation -- (Rule 22).....	13
Probationary Period -- (Rule 24).....	15
Promotion -- (Rule 10).....	6
Promotion To Official Position -- (Rule 11).....	6
Rates Of Pay (Appendix A) -- (Rule 29).....	19
Reduction In Force -- (Rule 26).....	17
Reporting Time -- (Rule 6).....	5
Resolution Of Jurisdiction Of Work Disputes -- (Rule 22).....	14
Rest Days, Service On -- (Rule 19).....	10
Restricted Duty -- (Rule 23).....	14
Retention Of Seniority -- (Rule 11(b)).....	6
Return To Duty -- (Rule 13).....	7
Revision In Assignments/Abolishment Of Positions -- (Rule 27).....	17
Roster -- (Rule 4A).....	4
Rule Book, Furnishing -- (Rule 17).....	8
Scope.....	1

<u>Subject</u>	<u>Page</u>
Seasonal Employees (Appendix F) -- (Rule 29(d)).....	19
Selection Of Positions -- (Rule 2).....	4
Seniority -- (Rule 3).....	4
Seniority Date - Trainmen's Roster -- (Rule 4C).....	5
Seniority Date, Appeals From -- (Rule 4B).....	4
Seniority Roster -- (Rule 4A).....	4
Service On Rest Days -- (Rule 19).....	10
Sick Leave – On-Duty Injury -- (Rule 23)	14
Sick Leave Allowance -- (Rule 36).....	23
Sick Leave Buyout -- (Appendix B-2)	29
Stabilization Of Force -- (Rule 28).....	17
Starting Time - Continuous Time -- (Rule 5)	5
Temporary Employees -- (Rule 29(d)).....	19
Uniforms -- (Rule 12).....	6
Union Shop - Check Off -- (Rule 37)	23
Vacations -- (Rule 30).....	21

APPENDIX LISTING

	<u>Page</u>
Appendix A	
Rates of Pay	
Agreement of December 6, 2007	
(Rule 29),	55
Appendix B-1	
Sick Leave Allowance	
Agreement of July 3, 1969, as amended	
Up to and including Agreement of December 6, 2007	
As Amended (Rule 36),	25
Appendix B-2	
Sick Leave Payment	
Agreement of April 30, 1996,	29
Appendix C	
Code 7 - Conferences, Local Committeemen	
Letter Agreement of February 27, 1990,	31
Appendix D	
Resolution of Jurisdiction of Work Disputes	
Agreement of December 3, 1986 (Rule 22),	33
Appendix E	
Health and Welfare Benefits,	35
Appendix F-1	
Seasonal Special Service Attendants (Rule 29(d))	
Agreement of May 11, 1978,	36
Appendix F-2	
Seasonal Special Service Attendants (Rule 29(d))	
Letter Agreement of June 10, 1983,	37
Appendix F-3	
Seasonal Special Service Attendants (Rule 29(d))	
Letter Agreement of May 31, 1989,	38
Appendix F-4	
Seasonal Special Service Attendants (Rule 29(d))	
Letter Agreement of June 7, 1989,	39
Appendix F-5	
Seasonal Special Service Attendants (Rule 29(d))	
Letter Agreement of May 28, 1991,	40
Appendix F-6	
Seasonal Special Service Attendants (Rule 29(d))	
Letter Agreement of April 1, 1992,	41
Appendix F-7	
Seasonal Special Service Attendants (Rule 29(d))	
Letter Agreement of May 20, 1993,	42
Appendix G-1 and G-2	
Union Shop - Check-Off Agreements of September 24, 1962 (Rule 37),	43, 47

Page

Appendix H
Retirees Not Medicare Eligible Enroll in Empire Plan
Agreement of January 18, 2001
(Referred to in Appendix E),52

Appendix I
Definition Of Regular Wages
Agreement of December 6, 2007,53

SCOPE

These rules shall constitute an Agreement between The Long Island Rail Road Company and the United Transportation Union representing employees of said Company of the classification designated as Special Service Attendants.

DEFINITIONS

The title "Special Service Attendant" as used in this Agreement, unless otherwise qualified, refers to employees assigned to handle and sell food, beverages and miscellaneous items in all cars (excluding private commuter club cars), as well as the performance of allied services at stations and other locations as directed and to employees assigned to private commuter club cars. The duties on a private commuter club car shall consist of keeping the car clean and the serving of beverage, food stocks, and maintenance of records as may be required by the commuter association and the Carrier.

The term "duly accredited representative" as used in this Agreement, unless otherwise specifically designated, shall be understood to mean the regularly constituted Committee or any member or members thereof, or an official of the Organization signatory hereto.

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

SECTION I
WORKING CONDITIONS

<u>Subject</u>	<u>Page</u>
Accountability And Remittances -- (Rule 15),	7
Appeals From Seniority Date -- (Rule 4B),	4
Bids And Applications -- (Rule 7),	5
Bonding -- (Rule 14),	7
Extra List -- (Rule 16),	8
Forty Hour Workweek -- (Rule 1),	4
Furnishing Rule Book -- (Rule 17),	8
Montauk Layover -- (Rule 9),	6
No Bids From Qualified Employees -- (Rule 8),	6
Promotion -- (Rule 10),	6
Promotion To Official Position -- (Rule 11),	6
Reporting Time -- (Rule 6),	5
Return To Duty -- (Rule 13),	7
Selection Of Positions -- (Rule 2),	4
Seniority -- (Rule 3),	4
Seniority Date - Trainmen's Roster -- (Rule 4C),	5
Seniority Roster -- (Rule 4A),	4
Starting Time - Continuous Time -- (Rule 5),	5
Uniforms -- (Rule 12),	6

RULE 1
Forty Hour Workweek

(a) A workweek of five (5) days (forty (40) hours) shall be established for regularly assigned Special Service Attendants (Coach Bar Car), (Parlor Car), (Parlor Lounge Car). Overtime at the punitive rate shall accrue after forty (40) hours in each week, except that time spent in deadheading upon completion of assignment in excess of forty (40) hours will be paid for at the straight-time rate of pay.

Deadheading to or from a five-day job shall be considered a part of the five-day workweek, even though it extends beyond five (5) calendar days.

(b) A workweek of forty (40) hours shall be established for regularly assigned Group I employees (Club Car Porters), layover time not to be counted as work time.

(c) Employees will be paid eight (8) hours' pay for each complete tour of duty. "Tour of duty," as used herein, will mean the interval between initial reporting and final release. Time on duty in excess of eight (8) hours, excluding time released from duty for one (1) to two and one-half (2 ½) hours during a tour of duty, will be paid at the rate of time and one-half on a minute basis.

RULE 2
Selection Of Positions

The right to positions covered by this Agreement shall be based on seniority; qualifications being adequate.

RULE 3
Seniority

(a) The Long Island Rail Road shall constitute one seniority district comprising of Special Service Attendants.

(b) Seniority of a Special Service Attendant shall date from the day and hour first compensated by the Carrier as such.

(c) When more than one Special Service Attendant enters service on the same date, on or after the effective date of this Agreement, they will be placed on the Special Service Attendants' roster in the following manner:

The required number of envelopes will be prepared, each containing the number from one to the total number hired. The newly hired Special Service Attendants will each select an envelope and will be placed on the roster in accordance with the number selected.

RULE 4A
Seniority Roster

Roster showing seniority dates of employees in each group will be revised as of January 1st and posted in January of each year in places accessible to the employees affected. Copies will be furnished to the General Chairman. Seniority rosters shall be posted at Richmond Hill Office, Jamaica Trainmen's Room and Long Island City.

RULE 4B
Appeals From Seniority Date

Employee's seniority will be open to protest in writing for a period of sixty (60) days from the date the employee's name first appears on the roster, except that in case an employee is off duty on leave of absence, furlough, sickness, disability, vacation or suspension at the time the rosters are posted, such employee will have sixty (60) days from the date he/she returns to duty to enter protest. Seniority of employees not protested, in writing, within the above specified limits will be deemed to have been accepted as correct and not subject to further appeal, except to correct typographical errors or to restore names which appeared on the preceding rosters and which were omitted in error.

A note shall be placed on each roster stating the time limit for filing protest thereto. Necessary corrections on a roster shall be made on the next issue thereof.

RULE 4C
Seniority Date - Trainmen's Roster

(a) Commencing with the February 17, 1972 Agreement, the present seniority roster of Special Service Attendants will be added to the bottom of the present seniority roster for Passenger Trainmen. However, in order for a Special Service Attendant to utilize such seniority on the Passenger Trainmen's roster, he/she must find himself/herself in a position where he/she is unable to retain a position within the Special Service Department as the result of a reduction of force and at the time, be physically and mentally qualified to perform all the duties of a Passenger Trainman.

(b) Commencing with the August 23, 1976 Agreement, a Special Service Attendant employed since February 17, 1972, who is furloughed because of force reduction will be offered an opportunity to be placed on the Trainmen's seniority roster. Furloughed Special Service Attendants must be physically and mentally qualified to perform all duties of a Trainman as a prerequisite to entering train service.

(c) A Special Service Attendant entering train service under the provisions of paragraph (b) above will begin to accrue seniority as a Trainman on the first day he/she is compensated as a Trainman, and will be ranked ahead of others newly hired as Trainmen on that same date. If more than one Special Service Attendant is placed on the Trainmen's roster on the same date, they will be ranked in the same seniority order as that held on the Special Service Attendants' roster.

(d) A Special Service Attendant who enters train service under the provisions of paragraph (b) above will, upon the first recall for a position in Special Services, have the option of returning to his/her previous attendant position; if he/she does so, however, he/she will then permanently relinquish his/her rights to return to train service and will be removed from the train service roster. Should he/she elect to remain in train service when so recalled, he/she will similarly relinquish all rights held in Special Services and will be removed from the Special Service Attendants' roster.

(e) When Special Service Attendants are permitted to utilize seniority on the Trainmen's roster, their initial date of employment with The Long Island Rail Road will be used for purposes of determining vacation allowance eligibility.

RULE 5
Starting Time - Continuous Time

Whenever the interval between arrival time and scheduled departure time is less than three (3) hours, employees will be paid continuous time.

RULE 6
Reporting Time

Special Service Attendants reporting late because of interruption of service on The Long Island Rail Road shall suffer no loss of pay, provided the train used is scheduled to arrive at the reporting point sufficiently in advance of their regularly scheduled reporting time.

RULE 7
Bids And Applications

(a) New positions and vacancies known to be of more than thirty (30) days duration shall be bulletined within five (5) days from the date they occur.

(b) Experimental positions of Special Service Attendants shall be for a period not less than five (5) nor more than (30) days. The position shall be offered to Special Service Attendants on the extra list only, in seniority order. If no extra attendant signifies a desire to hold the position, the junior attendant on the extra list will be assigned the position. While the experimental position is operated, the attendant assigned to the position may not be displaced therefrom, nor may the attendant exercise seniority. However, once the attendant is released from the experimental position, the attendant may exercise seniority to displace any junior attendant.

(c) Bulletins shall indicate the position, the group identification, terminal, rate of pay and rest days. A position may terminate or originate at different points within New York City depending upon availability of convenient rail transportation or convenience to employees in making remittances or attending other duties.

(d) Employees desiring bulletined positions or vacancies will file their bids or applications in writing, prior to the expiration of the bulletin with the designated official. Employees declining to bid for a bulletined position shall not lose their seniority.

(e) An application from an employee for the position he/she has just vacated by bidding on another position

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

(f) After a position has been bulletined for a period of five (5) days, it shall be awarded to the senior qualified employee. Notice of award covering bulletined positions, showing position, group identification, the terminal and the name of the employee awarded the position, shall be posted within five (5) days following the expiration date of the bulletin.

(g) There shall be a minimum of two (2) general picks per year and employees will have the right to select positions in seniority order, qualifications being sufficient.

RULE 8 No Bids From Qualified Employees

When a new position or vacancy has been advertised and no bids are received from qualified employees, the junior extra employee shall be assigned to the position.

RULE 9 Montauk Layover

Employees awarded bulletined positions whose schedule requires them to lay overnight at Montauk will be furnished sleeping accommodations and will be allowed a \$2.00 meal allowance for each meal authorized by the Carrier.

RULE 10 Promotion

Employees will be considered for promotion to supervisory positions in the Special Services Department as opportunity may offer.

RULE 11 Promotion To Official Position

(a) Special Service Attendants accepting official, supervisory or special duty positions with the Carrier shall retain and accumulate seniority under this Agreement and upon return to the service covered by this Agreement may exercise their accumulated seniority.

(b) Effective July 1, 1983, an individual who is working for the LIRR outside the UTU unit must pay "full dues" to the UTU in order to remain on the UTU seniority roster.

RULE 12 Uniforms

(a) Special Service Attendants while on duty are required to wear the prescribed uniforms unless otherwise specified by the Manager-Special Services, or his/her authorized representative. Clothing and other dress material must be kept in good condition by Special Service Attendants, so that they will present a neat appearance while on duty. The Manager and others with proper authority will have frequent inspection of the uniforms made while Special Service Attendants are on duty, and see that renewals of clothing are made when, in their judgment, it is necessary. A maximum of seven (7) actual workdays will be allowed Special Service Attendants to make application for re-ordering uniform garments that have been considered unsatisfactory by the examining Carrier officer. Special Service Attendants who fail to make such application within the allotted time will not be permitted to perform Attendant service until the unsatisfactory uniform garments have been replaced, or brought up to the standard requirements.

(b) The standard uniform for Special Service Attendants will consist of a jacket, trousers, shirts and tie and in the winter an overcoat.

(c) The complete garments, including cloth and other materials and the labor of manufacture will be contracted and paid for by the Carrier. All uniforms will be made of the cloth and materials of the standard adopted.

(d) The Carrier free of charge to Special Service Attendants will furnish ornaments and buttons, and their attachment to the garments is included in the contract for manufacture.

(e) All requisitions for uniform clothing must be made on blank forms provided for that purpose by the designated representative of the Manager-Special Services. Full names and I.B.M. numbers must be shown on all requisitions.

Example: "11347, John H. Smith."

(f) Special Service Attendants must wear a uniform jacket, a clean blue uniform shirt, a blue four-in-hand uniform tie, plain black socks and black shoes complete with black shoelaces. Shoes must be kept polished.

(g) When the use of an overcoat is required, only the standard uniform overcoat shall be worn.

(h) Out-of-size Attendants and those making special requisitions should anticipate their needs and allow 4 to 5 weeks for their orders to be filled.

(i) No civilian attire, such as handkerchiefs, kerchiefs or scarves, or the visible use of a sweater, may be worn while the Special Service Attendant is serving patrons. (It is understood that in extreme cold weather, upon permission from the Manager-Special Services, the Special Service Attendant may wear a dark blue or black collarless cardigan sweater.)

(j) Summer uniform regulations are as follows:

(1) For Parlor Car Attendants:

Parlor Car Attendants must wear the complete uniform at all times.

(2) For Bar Car and Bar Cart Attendants:

From May 1 to October 15 - Special Service Attendants on Bar Cars and Bar Carts may remove jackets. The use of suspenders while working without a coat is prohibited. Short sleeve uniform shirts are permissible during this period. The prescribed uniform short sleeve shirt may be worn only one button opened (collar button) at the neck and the tie eliminated. If the prescribed long sleeve shirt is worn, sleeves must be buttoned at the cuff. At no time may the undershirt be visible.

(k) Special Service Attendants wearing the complete uniform will be required to have shirt collars buttoned at the neck and neckties worn in the normal position.

(l) The initial cost of pressing uniform items will be borne by The Long Island Rail Road Company. All subsequent maintenance and upkeep expenses will be the responsibility of Special Service Attendants.

(m) Good taste must be exercised in the display of buttons or emblems not connected with Railroad service.

RULE 13 Return To Duty

(a) Attendants returning to duty from illness, temporary disablement, leave of absence, vacation or suspension, may revert to the position to which they were assigned prior to their absence. During their absence, their positions will be filled by Attendants on the extra list. Known absences of more than thirty (30) calendar days will be bulletined as outlined in Rule 7(a).

(b) If their assignment has been abolished, revised or filled by a senior employee, such employees will be permitted to displace junior employees or exercise seniority to any position bulletined during their absence and to which a junior employee has been assigned.

RULE 14 Bonding

All Special Service Attendants must be bondable.

RULE 15 Accountability And Remittances

(a) Special Service Attendants who are off for any reason whatsoever for a period of four (4) days or more must return Carrier cash fund banks to the Manager-Special Services or his/her representative.

(b) Special Service Attendants are required to make remittances of the day's receipts not later than 11:59 p.m. on the second day following the date of the report except as follows:

(1) If the due date falls on a relief day, or as in the case of an extra man not assigned to perform service on the date the report is due, he/she may retain the report and the cash collections until 11:59 p.m. of the second day on which he/she performs service after the date of the report.

(2) All cash reports and cash collections must be remitted before going on vacation, leave of absence, suspension or transfer from the Special Services Department. (Where a depository is not open at the completion of the last trip before going on vacation, and a hardship is created, the Manager-Special Services' Office will cooperate in compliance with this Item 2.)

(3) Any Special Service Attendant going off duty for more than two (2) days, for any reason other than Item 2 above, must immediately notify the Manager-Special Services' Office of any cash reports and cash collections in their possession; including the date of each report, in order that said reports may be picked up at the discretion of the Manager-Special Services' Office.

Remittances may be made at an intermediate or final terminal of the assignment.

RULE 16

Extra List

(a) An Extra List shall be maintained for the purpose of covering extra work on bar cars, parlor cars, bar carts, etc., and any other vacancies in Special Service Attendant positions.

(b) Extra employees must make themselves available for call between the hours of 10:00 a.m. and 4:00 p.m. daily.

(c) Employees who report off for any reason shall be required to notify the Manager-Special Services sufficiently in advance in order to permit the calling of an extra man to fill his/her assignment.

(d) Extra board employees shall pick jobs by seniority, provided that the Carrier may assign such job to the junior employee in circumstances when no employee is available for a straight time assignment.

(e) Extra list positions will be guaranteed 40 hours and bridge holidays.

RULE 17

Furnishing Rule Book

Within ninety (90) days after mutual agreement on the final printer galley proof of this Agreement, unless circumstances beyond the Carrier's control prevent, the Carrier will provide the United Transportation Union with sufficient copies of the Agreement for its use and distribution to all Special Service Attendants.

SECTION II

CALLS, HOLIDAYS, SERVICE ON REST DAYS

<u>Subject</u>	<u>Page</u>
Calls - Notification -- (<i>Rule 18</i>),	10
Holidays -- (<i>Rule 20</i>),	10
Service On Rest Days -- (<i>Rule 19</i>),	10

RULE 18
Notification - Calls

(a) Special Service Attendants unable to work account of sickness or disability must notify the crew dispatcher at least three (3) hours in advance of their reporting time.

(b) When returning to duty, Special Service Attendants must notify the crew dispatcher of their availability prior to 12:00 noon on the day preceding their return to duty.

(c) It is understood that notification in excess of three (3) hours shall not constitute a "short call." Notification of less than three (3) hours will constitute a "short call," and Carrier may call the closest available Special Service Attendant to cover the assignment.

RULE 19
Service On Rest Days

Special Service Attendants (Coach Bar Car) who perform service on their regular relief days in any calendar week will be paid at the rate of time and one-half, provided they have performed service on five (5) consecutive calendar days prior to the inception of their relief days or in the event of a change in assignments, provided they have performed service on five (5) consecutive days during the last workweek of their former assignment. If an employee is compensated for a holiday occurring during his/her workweek, it will be considered a workday for the purpose of being eligible for payment at the rate of time and one-half on relief days. Employees absent account of sickness, absence with permission or vacation will not be considered as fulfilling the five (5) days.

In the event they desire to be used on their relief days, they must notify the Department Head twenty-four (24) hours prior to their first day that they will be available for such work.

RULE 20
Holidays

(a) Special Service Attendants (Coach Bar Car) required to work on any of the twelve (12) recognized holidays will be paid the double-time rate of the position to which assigned:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Day

(b) When one of the twelve (12) recognized holidays falls on other than a workday of a regular Special Service Attendant's (Coach Bar Car) workweek, such employee will receive holiday pay of one-fifth of his/her normal weekly earnings.

(c) The holiday provisions of the existing agreement will be modified to provide that, in order to qualify for holiday payment, an employee must work both the day preceding and the day following Christmas Day and New Year's Day and must work the day following all other holidays to receive pay for those holidays. Extra list employees who bridge holidays will receive holiday pay.

(d) In lieu of a birthday holiday, employees will be granted one additional vacation day which will be added to the vacation period for which they are eligible. Vacation rules will apply to this additional vacation day.

(e) Newly hired employees will not be entitled to the Employee's Birthday Holiday (or substituted vacation day) in the first two calendar years of employment.

SECTION III

DISCIPLINE, DETERMINATION OF PHYSICAL FITNESS

<u>Subject</u>	<u>Page</u>
Americans With Disabilities Act -- (Rule 23A),	15
Application For Employment -- (Rule 24),	15
Determination Of Physical Fitness -- (Rule 23),	14
Discipline -- (Rule 21),	12
Jurisdictional Disputes -- (Rule 22),	14
Personal History File -- (Rule 25),	15
Presentation Of Claims For Compensation -- (Rule 22),	13
Restricted Duty -- (Rule 23),	14
Sick Leave – On-Duty Injury -- (Rule 23),	14

RULE 21
Discipline

(a) Employees shall not be suspended or dismissed from service without a fair and impartial trial.

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

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

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

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

(f) Employees shall be given at least seventy-two (72) hours written notice in advance of the trial, such notice to set forth the specific charge or charges against them. No charge shall be made that involves any offense of which the employee's Department Head has had actual knowledge ten (10) calendar days or more, except where a civil action or criminal proceeding results from the offense, in which event the charge may be made within thirty (30) calendar days of the final judgment. The trial shall be held at a place to be designated by the Carrier within ten (10) calendar days of the date when notified of the offenses or held from service (subject to one postponement not to exceed an additional ten (10) calendar days).

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

(h) A true copy of the trial record shall be given to the accused employee and the General Chairman of the United Transportation Union.

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

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

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

(l) Employees dissatisfied with the decisions of the Carrier's highest designated officer shall have the right to appeal, either in person or through their duly accredited representative, to a Special Board of Adjustment established pursuant to this Rule, provided written request is made to the Carrier's Director-Labor Relations within ten (10) calendar days of the date of receipt of the highest designated officer's decision.

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

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

(o) Where the term "duly accredited representative" is used in this Rule, it is understood to mean the General

Chairman or a duly constituted member of the General and Local Committee of Adjustment of the United Transportation Union.

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

(q) When a foreign railroad files charges against an employee covered by this Agreement for an offense occurring on such foreign line, the investigation shall be handled by the railroad involved subject to the provisions of this Rule. If upon completion of such investigation any discipline is to be imposed, the foreign railroad shall recommend in writing to this Carrier's Manager-Special Services the discipline that railroad deemed appropriate. If the Carrier's Manager-Special Services concurs with the discipline to be imposed, he/she shall so notify the affected employee, in writing, that the recommended discipline shall be placed into effect subject to the provisions of this Rule. Nothing in this Paragraph shall be construed as an abrogation of any right held under the other paragraphs of this Rule.

(r) Charges by an employee represented by the UTU against another employee represented by the UTU which may lead to discipline must be in writing.

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

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

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

RULE 22

Presentation Of Claims For Compensation

(a) A claim for compensation alleged to be due may be made only by an employee, or on his/her behalf, by a duly accredited representative and must be presented in writing, to the employee's immediate supervisor not later than fifteen (15) calendar days from the date of the occurrence on which the claim is based.

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

(c) When claims for compensation alleged to be due have been presented in accordance with the foregoing paragraph (a) and are not allowed, the employee shall be notified to this effect, in writing, within thirty (30) calendar days from the date the claims were presented. When not so notified within the thirty (30) days, the claim shall proceed to the next step in the grievance process. Further, the Carrier shall pay a two-hour penalty on the claim and the claim shall proceed through the grievance process on its merits.

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

(e) When a claim for compensation, handled in accordance with paragraph (d) of this Rule is not allowed, the highest officer designated by the Carrier shall render his/her decision within thirty (30) calendar days of the appeal conference. When not so notified within the thirty-(30) calendar days, the claim shall proceed to the next step in the grievance process. Further, the Carrier shall pay a two-hour penalty on the claim and the claim shall proceed through the grievance process on its merits.

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

(f) When an employee's pay is short one day or more, adjustment will be made upon request.

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

(h) Decision by the highest officer designated by the Railroad to handle claims shall be final and binding, unless within three (3) months from the date of said officer's decision proceedings for the final disposition of the claim

are instituted by the employee or his/her duly authorized representative before the National Railroad Adjustment Board or a local Board of Adjustment that has been agreed to by the parties hereto. It is understood, however, that the parties may, by agreement in any particular case, extend the three-(3) month period herein referred to.

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.

RULE 23 Determination Of Physical Fitness

When Special Service Attendants have been removed from their positions on account of their physical condition and the United Transportation Union desires the question of their physical fitness to be finally decided before they are permanently removed from their positions, the case shall be handled in the following manner:

The General Chairman of the United Transportation Union shall bring the case to the attention of the Medical Director. The Carrier and the General Chairman shall each select a doctor, each notifying the other of the name and address of the doctor selected. The two doctors thus selected shall confer and appoint a third doctor.

Such Board of Doctors shall then fix a time and place for the employee to meet them. After completion of the examination, they shall make a full report in duplicate, one copy of each to be sent to the Medical Director and the General Chairman of the United Transportation Union.

The decision of the Board of Doctors on the physical fitness of the employee to continue in his/her regular occupation shall be final but this does not mean that a change in physical condition shall preclude a re-examination at a later date.

The doctors selected for such Board shall be experts in the disease from which the employee is alleged to be suffering, and they shall be located at a convenient point so that it will only be necessary for the employee to travel a minimum distance, and if possible, not be away from home for a longer period than one day.

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

Sick Leave - On-Duty Injury

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 leave bank.

The employee at his/her option may have the first three (3) days paid and deducted as vacation or personal leave days provided the employee has such days accrued. If the employee has no accrued sick days in his/her bank, such days shall be taken from his/her vacation or personal day accrual.

The Carrier shall have a lien against any subsequent settlement or award and all paid days described in the above paragraphs whether D/A, sick, vacation or personal days 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 to a panel of neutral medical practitioners selected by the parties. Such panel will consist of board-certified specialists in various medical fields, including neurology, orthopedics, psychiatry, pulmonology, and cardiology.

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

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

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

cost of any expenses of his/her own doctor.

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

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

Employees who are absent from work while incapacitated by injury received in performance of duty, and employees who run out of the personal illness sick leave bank due to non service connected illness who are not able to perform the full duties of their position, but who are capable of rendering restricted duty, may be assigned such duty during the period of their incapacity without regard to seniority or class and craft. Employees placed in restricted duty positions will receive the rate of their former position or of their new position, whichever is higher. No employee will be displaced from his/her regular position on account of the placement of a restricted duty employee. Employees on restricted duty may have their restrictions reviewed by the Carrier upon request.

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

In the application of this restricted duty rule, 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 doctors 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.

RULE 23A Americans With Disabilities Act

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

RULE 24 Application For Employment

An applicant for employment shall be rejected within one year after the first day of service or the applicant shall be deemed to have been accepted. Employees who furnish false information on the applications for employment may be dropped from the service within one year from the date they first performed service.

RULE 25 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.

SECTION IV

REDUCTION IN FORCE, REVISION IN ASSIGNMENT, STABILIZATION OF FORCE

<u>Subject</u>	<u>Page</u>
Abolishment Of Positions - Revision In Assignments -- (<i>Rule 27</i>),	17
Reduction In Force -- (<i>Rule 26</i>),	17
Stabilization Of Force -- (<i>Rule 28</i>),	17

RULE 26
Reduction In Force

- (a) In reducing forces, employees shall be laid off in reverse order of seniority.
- (b) When forces are increased, employees laid off will be returned to service in the order of their seniority.
- (c) Employees laid off in reduction of force who desire to retain seniority must, within ten (10) days from the date of notification, file with their employing officer their names and addresses and keep such officer advised on any change therein. Employees notified by registered mail to report for duty and failing to report within ten (10) days from date of notification will forfeit their seniority.

RULE 27
Revision In Assignments/Abolishment Of Positions

- (a) The duly accredited representatives will be furnished a copy of schedules and will be advised in advance when any permanent revisions are to be made.
- (b) An employee whose assignment is permanently revised may remain on it after it has been changed or, may within two (2) days, (excluding relief days) exercise his/her seniority to any assignment held by a junior employee.
- (c) When a permanent assignment is to be abolished, the Carrier shall notify the employee not less than five (5) days prior to such abolishment, except in those instances where circumstances are mechanically, physically and/or administratively beyond Carrier's control.
- (d) When the Carrier deems it necessary to revise an assignment, the employee shall be notified not less than twenty-four (24) hours prior to the revision of said assignment, except in those instances where circumstances are mechanically, physically and/or administratively beyond Carrier's control.

RULE 28
Stabilization Of Force

- (a) With respect to current employees only who were hired prior to January 1, 1998, the Carrier may abolish positions through natural attrition factors, such as death, retirement, resignation, discharge for cause, etc., but it may not abolish any more positions than are equal to the number of people who vacate positions under such factors.
- (b) Special Service Attendants hired after January 1, 1976 or prior to January 1, 1998, whose positions no longer exist due to reduction in force by reason of legislation, judicial decision or administrative ruling by a regulatory agency of the State of New York and who do not qualify as trainmen, as provided in Rule 4C, will be given alternative employment which is not in the same craft or class. In the event an employee hired prior to January 1, 1998, is employed in another craft under the provisions of the above, all accrued seniority will be recognized in establishing appropriate rates of pay, health and welfare benefits, vacations, etc., but will not apply to craft related seniority requirements. Should a furloughed employee who does not qualify as a Trainman but accepts a position in another craft be recalled as a Special Service Attendant, he/she will have the option of returning to the Special Services Department; if he/she does so, however, he/she will then permanently relinquish his/her rights to return to the occupation he/she was working during furlough from Special Services, and his/her name will be removed from the roster of said craft. Should he/she elect to remain in the occupation he/she was placed in during furlough from Special Services, he/she will similarly relinquish all rights held in Special Services and will be removed from the SSA roster.

SECTION V

RATES OF PAY, DIFFERENTIAL

<u>Subject</u>	<u>Page</u>
Entrance Rate -- (Rule 29(b)),	19
Established Positions -- (Rule 29(e)),	19
Night Differential -- (Rule 29(c)),	19
Payroll Data -- (Rule 29(f)),	19
Rates Of Pay -- (Rule 29),	19
Seasonal Employees -- (Rule 29(d)),	19

**RULE 29
Rates Of Pay**

(a) The basic rates of pay established for the various classifications of employees covered by this Agreement are shown in Appendix A.

(b) For all employees hired effective December 3, 1986, and thereafter as Special Service Attendants, there will be a new hire entry progression as follows:

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

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

(c) Employees covered by this Agreement will be provided a night differential of ten percent (10%) per hour, frozen at the amount in effect on December 31, 1984, for actual time worked beginning at 6:01 p.m. on one day and ending at 5:59 a.m. the next succeeding day.

The differential shall be frozen as computed on the base rate of pay in effect on December 31, 1984. Effective January 1, 1999, these frozen night shift differential rates shall be increased by the 1999-2002 wage increases (Ex. – If the 12/31/84 differential rate was \$1.00, then effective 1/1/99 the differential rate will be \$1.02, etc). Employees in a new hire progression will receive a pro-rata share of the differential per the chart in Appendix A.

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

(d) Compensation for seasonal employees will be at eighty percent (80%) of the applicable rate as determined by the assignment covered; subject to other provisions of the Agreement, service in excess of forty (40) hours in a workweek will be compensated at one and one-half times the eighty percent (80%) rate.

(e) 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.

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

SECTION VI

BENEFITS

<u>Subject</u>	<u>Page</u>
Bereavement Allowance -- (Rule 32),	22
Jury Duty -- (Rule 34),	22
Leave Of Absence -- (Rule 33),	22
Moratorium Clause -- (Rule 38),	23
Pension Plan -- (Rule 35),	23
Personal Leave -- (Rule 31),	21
Sick Leave Allowance -- (Rule 36),	23
Union Shop Agreement -- (Rule 37),	23
Vacations -- (Rule 30),	21

RULE 30
Vacations

(a) An annual vacation with pay will be granted to each employee covered by this Agreement who renders compensated service of not less than 120 days during the preceding calendar year, except after completion of fifteen (15) years of service, when compensated service of 100 days in the preceding year must have been rendered, as listed below:

Length of Service	Vacation Allowance
1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years but less than 15 years	4 weeks
15 years and over	5 weeks

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

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

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

(b) Vacations shall be taken commensurate with the requirements of the service.

(c) Special Service Attendants who are entitled to five-(5) weeks vacation may elect to take one (1) of their vacation weeks in days. Those employees may take their split days either consecutively or individually. The granting of vacation days will be an even ratio of employees who may be off on any one day during the periods identified below:

1. January 1st to the first Sunday in May
2. The first Monday following the last Friday in October to December 14

Special Service Attendants must select, and will be assigned their vacation days on a seniority basis, during the yearly vacation selection for the following year.

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

Special Service Attendants, who are unable to take their assigned individual vacation days because of sickness, exercise of seniority, disability or other causes beyond the control of the individual involved, will have their remaining individual vacation days assigned on December 10th by mutual consent of the General Chairman and the Manager-Special Services. Such assignments will be made for dates between December 15 and December 30, exclusive of December 24 and 25.

(d) In lieu of a Birthday Holiday, employees shall be granted one additional vacation day to be taken in conjunction with scheduled vacation periods. This additional vacation day shall be subject to existing vacation rules and the limitations of Rule 20(e).

RULE 31
Personal Leave

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

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

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

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

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

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

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

RULE 32

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 connection 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 step-children), mother, father, step-parents (current spouse of employee's parent), sister, brother, mother-in-law, father-in-law, employee's grandfather and grandmother, and employee's grandchildren.

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

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

RULE 33

Leave Of Absence

(a) Leaves of absence of more than seven (7) days will not be granted except for unusual circumstances. Requests for all leaves of absence of more than seven (7) days must be agreed to by the Chief Transportation Officer, Manager-Special Services and the General Chairman of the United Transportation Union.

(b) Special Service Attendants shall, upon request, be given a leave of absence without impairment of seniority to perform service for the United Transportation Union representing Special Service Attendant employees.

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

(d) Employees will, upon request in writing, be given a leave of absence for purposes other than enumerated in Paragraphs (a) and (b) of this Rule without impairment of seniority when the requirements of the service will permit; such leave, except in cases of sickness or disability, shall not exceed twenty-nine (29) days.

RULE 34

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 and expenses earned while on jury duty.

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

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

**RULE 35
Pension Plan**

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

**RULE 36
Sick Leave Allowance**

The Carrier shall abide by all provisions of the Sick Leave Agreement signed and entered into on July 3, 1969, effective January 1, 1970, as amended, reproduced as Appendix B-1.

**RULE 37
Union Shop-Check Off**

The Agreements signed September 24, 1962, are applicable to employees under all the provisions of this Agreement and are reproduced as Appendices G-1 and G-2.

**RULE 38
Moratorium Clause**

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

THIS RULE BOOK IS A COMPILATION OF EXISTING AGREEMENTS IN EFFECT BETWEEN THE LONG ISLAND RAIL ROAD AND THE UNITED TRANSPORTATION UNION, COVERING SPECIAL SERVICE ATTENDANTS, 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-1

**Agreement of July 3, 1969, (as amended, up to and including December 6, 2007) by and between
The Long Island Rail Road Company and its train service employees;
Special Service Attendants, Club Car Porters,
Represented by the United Transportation Union.**

IT IS AGREED:

Section 1.

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

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

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

(c) The sick leave allowance provided in (a) of this Section which is unused at the end of each sick leave year will be added to the employee's "bank" on the first day of the next sick leave year.

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

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

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

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

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

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

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

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

(g) An employee working on an "extra list" shall be eligible for sick leave allowance hereunder provided that, at the request of the Carrier, the United Transportation Union will provide for the expeditious transfer of qualified employees from one class of service to another where there is a need therefore to protect the requirements of service. In no event will an extra employee after qualifying hereunder be allowed more than 5 days sick leave

allowance in his/her workweek.

Employees on extra lists shall be afforded the number of days sick leave allowance provided in Section 1(a) or (b), whichever is applicable.

Section 2.

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

Section 3.

(a) Sick leave allowance granted by this Agreement shall be based and paid for at the basic daily rate of pay of the employee's regular assignment in his/her class of service (eight times hourly rate) and shall not, under any circumstances, include overtime, arbitrations, penalties or any other increment which either regularly accrues to the employee or which may have been earned by another employee during the employee's absence should his/her position be filled. Where applicable, employees on an "extra list" will be paid at the minimum daily rate applicable to the class of service on which last employed prior to period for which claim is made.

(b) Sick leave allowance will be granted to employees absent from work while incapacitated by injury received in performance of duty for Carrier and will not be charged against the employee's bank except as noted in Rule 23 (Sick Leave – On-Duty Injury). This Section shall be subject to the provisions of Section 6 hereof.

Section 4.

(a) Should an employee's scheduled vacation commence during a leave of absence for illness, the vacation shall be cancelled and rescheduled for a later date in accordance with the requirements of the service. The vacation shall be rescheduled by the Railroad so as to be completed no later than December 31. However, if there is not sufficient time remaining within which to reschedule such vacation prior to December 31, the vacation will be carried over to the next succeeding year, with the employee to be granted actual time off and not payment in lieu of his/her vacation.

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

Section 5.

(a) No sick leave allowance will be paid for in the following cases:

(1) Absences due to indulgence in alcohol or narcotics.

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

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

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

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

(e)(1) Effective February 28, 1996: Any sick days paid or reimbursed shall be deducted from an employee's sick leave bank. Employees with ten or more years of service will be paid a non-pensionable lump sum severance payment upon voluntary separation or retirement of 50% of the value of all accumulated but unused sick days, provided that the number of accumulated but unused sick days is at least 50% of the total number of sick days posted to the employee's bank. Payment shall be made at the rate in effect on the date of separation.

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

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

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

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

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

Section 6.

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

Section 7.

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

	Additional Days Per Sick Leave Year*
Employees with less than 4 years of service at the beginning of the sick leave year	0
Employees with service from 4 years up to but not including 8 years at the beginning of the sick leave year	10
Employees with service from 8 years up to but not including 14 years at the beginning of the sick leave year	20
Employees with service from 14 years up to but not including 20 years at the beginning of the sick leave year	40
Employees with 20 years or more of service at the beginning of the sick leave year	72

(b) The additional sick leave days required under Section 7(a) shall not be accumulative from year to year but shall be available to the covered employees in each year. The additional days shall not be available to an employee unless he/she has exhausted his/her vacation time, if any.

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

Section 8.

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

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

The burden of establishing that he/she was actually unfit for work because of illness will be upon the employee. Every absence for sick leave, for more than four consecutive days, or for a third and subsequent sick leave absence consisting of a four-day period in a calendar year, must be accompanied by medical proof satisfactory to the Carrier and upon a form to be furnished by the Carrier, setting forth the nature of the employee's illness and certifying that by reason of such illness the employee was unable to perform his/her duties for the period of the absence. This Section will not in any way relieve the employee from complying with Sections 8(c) and (d) of this Agreement. This will not supersede any of the applicable agreements.

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

(b) When the sick leave form is required, it must be submitted to the Carrier through the employee's appropriate superior within three days following the employee's return to work. In cases of prolonged illness, the form may be filed during the period of absence.

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

(d) Carrier reserves the right to investigate any or all employees calling off account sickness by telephone or other means available to Carrier. If a representative of the Carrier calls by telephone, or in person, at the place where the absent employee advised, under Paragraph (c) hereof, that he/she could be found and cannot contact him/her, the absent employee will be subsequently advised by certified mail of Carrier's inability to contact him/her and he/she will be subject to appropriate disciplinary action.

Section 9.

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

Section 10.

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

Section 11.

This Agreement shall terminate automatically on the effective date of a change in the duly accredited representative under the Railway Labor Act.

Section 12.

Except as otherwise provided herein, this Agreement and each of its provisions, provided they are not in violation of law as determined by a court of competent jurisdiction, shall be effective as of January 1, 1970, and thereafter unless changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signatures not reproduced.
Jamaica, New York
June 18, 1969

APPENDIX B-2

April 30, 1996

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

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

Dear Mr. Canino:

This is to confirm our understanding of the administration of the sick leave payout provision, paragraph 5 of the above-referenced agreement.

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

a) An employee's total career accrual shall be established by crediting one sick day for each month during his/her service with the Carrier except that:

i) Employees hired prior to the sick leave provision becoming effective (i.e., Trainmen hired prior to July 4, 1969; Carmen and M of W employees Local 29 hired prior to March 2, 1968) shall receive one day per month starting in the month following the month in which the bank was established. Such days shall be added to the number of sick days they are entitled to in accordance with the chart in the parties Collective Bargaining Agreement.

ii) Employees hired under the "new hire sick leave" provisions (i.e., Trainmen hired after June 30, 1983; Carmen hired after September 14, 1983 and M of W employees Local 29 hired after November 29, 1982) shall receive a maximum of six sick days in their first calendar year of employment and a maximum of eight sick days in their second calendar year of employment. Thereafter, starting on January 1 of his/her third calendar year of employment, each employee shall receive one sick day per month of service. The one-day per month calculations will require a proration in the last year based on his/her actual months of service in that year.

b) The employee's sick leave usage during his/her career with the Carrier shall be established using the sick leave extract report from payroll. Such amount of days used shall be deducted from the career accrual established in a) above. This will determine his/her sick leave bank balance.

c) At retirement or resignation with ten years or more of service, should the employee's sick leave bank balance in b) be equal to or greater than one half the career accrual in a) the employee shall be paid for one half of his/her sick leave bank balance in b). Should the employee's sick leave bank balance in b) be less than one half the career accrual in a) the employee shall not be paid for any sick leave.

d) In the case of an active employee who is running out of sick leave, the calculation in paragraphs a) and b) shall determine his/her sick days remaining.

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

Sincerely,

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

I Concur:

/s/

Michael J. Canino
General Chairman
United Transportation Union

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

APPENDIX C

February 27, 1990

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

Dear Mr. Yule:

This has reference to your side bar letter signed by former President Mclver 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 organizations(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.
 - d.
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 153 of the Railway Labor Act, 45 U.S.C. Sec. as amended.
14. The time limits of Paragraphs 6, 7, and 10 of this Agreement may be extended by agreement of the participants. The time limits shall be measured in calendar days, except that where the last day of a time

period is a weekend or holiday, the next workday which is not a weekend or holiday shall be the last day of that time period. The Carrier may, following the 30 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

Health & Welfare Benefits

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

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

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

Should the retiree's spouse not be Medicare eligible or should the retiree have eligible dependents when the retiree attains Medicare eligibility, the spouse and/or eligible dependents shall have the option to join HIP/HMO at company cost. Such coverage shall be subject to eligibility requirements and shall cease when the spouse reaches Medicare eligibility or the dependents become ineligible or upon the death of the retired employee in accordance with the Empire Plan provisions. The spouse or eligible dependent may elect to take the company cost of the HIP/HMO plan and apply it to the cost of an alternate health plan subject to the eligibility requirements and verification of coverage to the Long Island Rail Road.

Dental, vision, hearing and life insurance for active employees shall be provided by the Carrier as a defined benefit at the present train service employee levels.

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

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

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

Effective July 1, 1999, the Carrier shall increase the Carrier-provided life insurance benefit from \$28,000 to \$100,000 for United Transportation Union (Special Service Attendants) represented employees.

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

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

Effective May 24, 2000, Carrier will extend health coverage to domestic partners of Special Service Attendants.

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

APPENDIX F-1

**AGREEMENT OF MAY 11, 1978, BY AND BETWEEN
THE LONG ISLAND RAIL ROAD COMPANY ("CARRIER") AND ITS
SPECIAL SERVICE ATTENDANTS REPRESENTED BY THE
UNITED TRANSPORTATION UNION ("UTU")**

WHEREAS, the parties desire to provide for establishment of temporary (summer) positions to augment regular Special Service Attendant forces; and,

WHEREAS, persons hired for these positions are not to become part of the regular Special Service Attendant forces in any way, the employment relationship being completely severed on expiration of the period of temporary employment;

NOW, THEREFORE, IT IS AGREED,

1. The classification of "seasonal employee" is established under the scope of the current agreement.
2. Except as specifically provided, these positions will be governed by all applicable provisions of the current contract.
3. Seasonal employee positions may be utilized between May 1 and September 15 each year, the number to be determined by the Carrier based on projected needs.
4. Compensation for seasonal employees will be at ninety percent (90%) of the applicable rate as determined by the assignment covered; subject to other provisions of the Agreement, service in excess of forty (40) hours in a work week will be compensated at one and one-half times the ninety percent (90%) rate.
5. Seasonal employees will not accrue seniority, and will not be given assignments until all "regular" extra employees available at straight time have been assigned. Seasonal employees assigned to "hold-downs" may be displaced only as provided in the agreement.
6. Termination of seasonal employees will occur on or before September 15th of each year. Such termination will constitute a complete dissolution of the employment relationship; any seasonal service will in no way be credited to a subsequent employment relationship, seasonal or permanent. Accordingly, seasonal employees will be exempted from the "Pension Benefits" Section of the Agreement signed March 31, 1978 requiring pension contributions.
7. Seasonal employees shall be subject to the Union Shop Agreement.

The provisions of this Agreement are effective as of the date of the signing of this Agreement.

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.

Signed at Jamaica, New York, this 11th day of May, 1978.

UNITED TRANSPORTATION UNION:

/s/
R. J. Mills
General Chairman

THE LONG ISLAND RAIL ROAD COMPANY:

/s/
R. K. Pattison
President

APPENDIX F-2

June 10, 1983

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

Dear Mr. Yule:

Re: May 11, 1978 Agreement concerning Seasonal Special Service Attendants

This refers to your June 2, 1983 conversation with my representative concerning rates of pay for seasonal Special Service Attendants. It was agreed that said employees will be compensated at ninety percent (90%) of the June 1, 1981 rate (service in excess of forty hours per week will be compensated at one and one-half times this rate) until the January 1, 1982 six percent (6%) and January 1, 1983 seven percent (7%) increases are implemented in the near future. At that time, Paragraph 4 of the May 11, 1978 Agreement will be amended to read:

"Compensation for seasonal employees will be at eighty percent (80%) of the applicable rate as determined by the assignment covered; subject to other provisions of the Agreement, service in excess of forty (40) hours in a work week will be compensated at one and one-half times the eighty percent (80%) rate."

The other provisions of the Agreement will not be changed at this time.

If the foregoing correctly reflects your understanding, please affix your signature in the space provided below, returning the original for our records.

Very truly yours,

/s/ Walter J. Lysaght
Director - Labor Relations

I CONCUR:

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

APPENDIX F-3

May 31, 1989

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

Dear Mr. Yule:

This will confirm our agreements with respect to hiring of seasonal special service attendants:

1. The Carrier will offer each furloughed special service attendant the opportunity to work in a seasonal position consistent with all of the terms of the agreements dated May 11, 1978, and June 10, 1983.
2. Employees electing to exercise the option in paragraph 1 will forfeit seniority in the craft in which they are currently employed. Upon termination of seasonal employment, the employees will revert to their status as of the date of this agreement, but will be placed at the bottom of the seniority roster in the other craft.
3. In the event not enough employees exercise the option in paragraph 1, the Carrier may employ any other person.
4. Any person who previously was employed as a seasonal special service attendant will be subject to the Union Shop Agreement as of the first day they perform service. Dues for September will be deducted from the last paycheck of all employees who sign up for dues deduction.

Very truly yours,

/s/ David M. Cohen
Director-Labor Relations

I CONCUR:

/s/ Edward Yule, General Chairman
United Transportation Union

/s/ W. P. Stysiack, Local Chairman
United Transportation Union

APPENDIX F-4

June 7, 1989

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

Dear Mr. Yule:

This will confirm our understanding that the summer Special Service Attendant agreement of May 31, 1989, will be in effect in 1989 and 1990.

Very truly yours,

/s/ David M. Cohen
Director-Labor Relations

I CONCUR:

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

cc: R. E. Carbaugh

APPENDIX F-5

May 28, 1991

Mr. Edward Yule, Jr., General Chairman
United Transportation Union – SSA
647 Franklin Avenue
Garden City, New York 11530

Dear Mr. Yule:

This will confirm our understanding that the summer Special Service Attendant agreement of May 31, 1989, will be in effect in 1991.

Very truly yours,

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

I CONCUR:

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

cc: R. E. Carbaugh

APPENDIX F-7

May 20, 1993

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

Dear Mr. Yule:

This will confirm our understanding that the summer Special Service Attendant Agreement of May 31, 1989, will be in effect in 1993.

Very truly yours,

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

I CONCUR:

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

cc: T. Waring
R. E. Carbaugh
R. F. Strafer

APPENDIX G-1

This Agreement is entered into this 24th day of September, 1962, by and between The Long Island Rail Road Company, hereinafter referred to as the "Carrier" and the United Transportation Union (Brotherhood of Railroad Trainmen), hereinafter referred to as the "Organization," as representatives of the Special Service Attendants and Club Car Porters.

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 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 days within a period of twelve 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 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 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 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 the organization signatory hereto representing the class or craft and who in accordance with the rules and working conditions agreement of that class or craft temporarily perform work in another 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.

(e) Effective July 1, 1983, an individual who is working for the LIRR outside the UTU unit must pay "full dues" to the UTU in order to remain on the UTU seniority roster.

Section 4.

Nothing in this Agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and

penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organization unit.

Section 5.

(a) Each employee covered by the provisions of this Agreement shall be considered by a Carrier to have met the requirements of the agreement unless and until such Carrier is advised to the contrary in writing by the organization. The organization will notify the Carrier in writing by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this Agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and the organization 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 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 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 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 organizations 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 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 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 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 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 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 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 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 calendar days from the date of the decision the organization or the employee involved requests such 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 calendar days from the date decision is rendered by the neutral person.

(c) If within ten 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. Any decision by such neutral arbitrator shall be made within thirty 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, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the organization. If the employee's position is not 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 calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this Section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the Carrier and the organization involved.

Section 7.

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

If the final determination under Section 5 of this Agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with this Agreement or upon an alleged violation, misapplication or non-compliance with any provision of this Agreement. If the final determination under Section 5 of this Agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Agreement.

Section 8.

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the Carrier under the provisions of this Agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this Section shall not apply to any case 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 the employee relationship for vacation purposes.

Section 10.

The Carrier party to this Agreement shall periodically deduct from the wages of employees subject to this Agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a

condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate: Provided, however, that the requirements of this Subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the Carrier with a written assignment to the organization of such membership dues, initiation fees, 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 September 24, 1962, and 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 G-2

This Agreement is entered into this 24th day of September, 1962, by and between The Long Island Rail Road Company, hereinafter referred to as the "Carrier," and the Brotherhood of Railroad Trainmen (now United Transportation Union), hereinafter referred to as the "Union," as representatives of the Special Service Attendants.

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 September 24, 1962, 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 September 24, 1962, 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

Payroll Number	Name of Employee	Total Amount Of Deduction	Amounts Deducted

APPENDIX H

January 18, 2001

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

Dear Mr. Canino:

During the 1996 collective bargaining negotiations between the Long Island Rail Road “Carrier” and the United Transportation Union “UTU”, it was agreed to convert active employees from the various existing health benefit plan coverage to the New York State Health Insurance Program (NYSHIP), specifically the Empire Plan. Also, on a prospective basis, retirees would be covered by the Empire Plan until they reach Medicare eligibility. At that time we agreed to permit current retirees who had not reached Medicare eligible age to enroll in the Empire Plan whereby said retirees would pay the difference between the Empire Plan and their collectively bargained allotments.

Due to recent problems with certain HMOs beyond our control, and increased availability of Empire Plan Participating Providers throughout the country, we have agreed to extend that agreement to allow current UTU retirees who have not reached Medicare eligible age to enroll in the Empire Plan at no cost to the Carrier. These retirees will be required to reimburse the Carrier for the difference between Empire Plan coverage and their current allowances as stated above. This provision would also be discontinued once the retiree reaches Medicare eligible age as our current and previous contracts provide. At that time the retiree would receive the monthly allowance he/she would be entitled to according to the respective contract in effect at the time of their retirement.

If this is agreeable to you, please indicate your concurrence by signing in the space provided below.

I will then instruct our Human Resources Department (employee benefits division) to implement this enrollment and advise our eligible retirees.

Sincerely,

/s/

Kenneth J. Bauer
President

I concur:

/s/
Michael J. Canino, General Chairman UTU

cc: J.W. Bernet, R. Neville

APPENDIX I

December 6, 2007

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

Re: Definition of Regular Wages

Dear Mr. Simon:

The Memorandum of Understanding dated December 6, 2007, in Article II, Section 1, establishes a modified Defined Benefit Pension Plan for employees hired after the date of final ratification. In this modified Plan, overtime earnings in excess of 20% of "regular wages" are not included for the purpose of calculating retirement benefits.

For Train Service employees, the basic principle in defining "regular wages" will be the earnings of that position as defined by the crew book.

Please indicate your concurrence by signing below.

Sincerely,

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

I agree:

/s/
Anthony Simon, General Chairman
United Transportation Union

12/6/07
Dated

Note: Please see Article II, Section 1 – Pension Benefits of the December 6, 2007 Agreement which states the following:

“The three percent (3%) member contribution shall be increased to four percent (4%).”

-Blank Page-

United Transportation Union

Special Service Attendants

Title	Year	% Inc.	Rate	Progression For Night Differential*						Notes	
				100%	90%	85%	80%	75%	70%	No.	Eff.
Special Service Attendant (Occ: 7570)	1/1/2006	3%	19.671	1.125	1.013	0.956	0.900	0.844	0.788		
	1/1/2007	4%	20.458	1.125	1.013	0.956	0.900	0.844	0.788	1	1/30/2008
	1/1/2008	3.5%	21.174	1.125	1.013	0.956	0.900	0.844	0.788		
	1/1/2009	3%	21.809	1.125	1.013	0.956	0.900	0.844	0.788		
Special Service Attendant Extra (Occ: 7571)	1/1/2006	3%	19.671	1.125	1.013	0.956	0.900	0.844	0.788		
	1/1/2007	4%	20.458	1.125	1.013	0.956	0.900	0.844	0.788	1	1/30/2008
	1/1/2008	3.5%	21.174	1.125	1.013	0.956	0.900	0.844	0.788		
	1/1/2009	3%	21.809	1.125	1.013	0.956	0.900	0.844	0.788		

Note:

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

New Hire Wage Progression:

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

Prior company service counts toward wage progression.

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