

# **AGREEMENT**

*Entered into by and between*

**THE LONG ISLAND RAIL ROAD COMPANY**

*and*

**TRAINMEN**

*Represented by the*

**UNITED TRANSPORTATION UNION  
LOCAL LODGES 645 and 1831**

**RULES UPDATED THROUGH  
OCTOBER 31, 2009**

*including*

**AGREEMENT OF  
DECEMBER 6, 2007**

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Rates of Pay Effective

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

## INDEX

<u>Subject</u>	<u>Page</u>
Advertising Assignments -- (Article 11).....	12
Air And Steam Hose -- (Article 30).....	20
Americans With Disabilities Act -- (Article 9A).....	11
Appeals - Claims -- (Article 41).....	22
Appeals - Discipline -- (Article 42).....	23
Assignments, Selection Of -- (Article 10).....	11
Attending Hearings Or Investigations -- (Article 7).....	8
Bed Orders -- (Article 28).....	20
Bereavement Allowance -- (Article 50).....	26
Board Of Doctors -- (Article 9).....	8
Called - Not Used -- (Article 40).....	22
Cash Report Depositories -- (Article 13).....	14
Check-Off Agreement -- (Article 47).....	25
Claims Procedure -- (Article 41).....	22
Classifying Cars -- (Article 34).....	21
Code 7 -- (Appendix O).....	51
Color Perception Tests -- (Article 29).....	20
Compensation For Extra Trips Or Specials -- (Article 4).....	5
Controversial Matters -- (Article 45).....	25
Definitions.....	1
Designation Of Tracks -- (Article 36).....	21
Determination Of Physical Fitness -- (Article 9).....	8
Differential -- (Article 1A(c)).....	4
Disabled Trainmen, Placement Of -- (Article 43).....	25
Disablement, Notice Of -- (Article 22).....	18
Discipline -- (Article 42).....	23
Disposition Of Equipment -- (Article 14).....	14
Domestic Partner Coverage -- (Appendix Q).....	54
Electric Lantern -- (Article 26).....	19
Emergency Work -- (Article 6).....	7
Employment - Probation -- (Article 23).....	18
Examinations, Reporting For Physical -- (Article 8).....	8
Extra List -- (Article 1(f)).....	2
Flagging -- (Article 31).....	20
Freight - Cabin Car -- (Article 27).....	20
General Duties -- (Article 32).....	20
Grievance Procedure -- (Article 41).....	22
Health & Welfare -- (Appendix H).....	42
Holidays -- (Article 15).....	14
Hours Of Work -- (Article 1).....	2
Instructional Classes For Trainmen -- (Article 5).....	5
Jurisdictional Disputes -- (Article 41A).....	23
Jury Duty -- (Article 33).....	21
Leave Of Absence -- (Article 20).....	18
Meal Period -- (Article 25).....	19
Moratorium Clause -- (Article 51).....	26
New Hire Evaluation Program – Train Service -- (Article 23A).....	18
Newly Hired Employees - Probation -- (Article 23).....	18
Newly Hired Employees - Rates -- (Article 1A).....	4
Notice Of Disablement -- (Article 22).....	18
Panel of Doctors -- (Article 9(f)).....	9
Parka - Rain Gear -- (Article 48).....	25
Payment For Time Attending Hearings Or Investigations In Court, Claim Or Law Departments -- (Article 7).....	8
Pensions -- (Appendix I).....	43
Performing More Than One Grade Of Service -- (Article 2).....	4
Personal History File -- (Article 49).....	25
Personal Leave -- (Article 16).....	15

<b><u>Subject</u></b>	<b><u>Page</u></b>
Physical Examinations, Reporting For -- <i>(Article 8)</i> .....	8
Physical Fitness, Determination Of -- <i>(Article 9)</i> .....	8
Placement Of Disabled Trainmen -- <i>(Article 43)</i> .....	25
Presentation Of Claims For Compensation -- <i>(Article 41)</i> .....	22
Probationary Period -- <i>(Article 23)</i> .....	18
Promotion To Official Positions -- <i>(Article 24)</i> .....	19
Qualification & Training -- <i>(Article 5)</i> .....	5
Qualifying On Amtrak -- <i>(Article 38)</i> .....	22
Rain Gear - Parka -- <i>(Article 48)</i> .....	25
Rates of Pay -- <i>(Article 1A)</i> .....	4
Reduction Of Force -- <i>(Article 21)</i> .....	18
Regulation Governing The Uniforming Of Employees In Passenger Service -- <i>(Article 12)</i> .....	13
Rejection Of Applicants -- <i>(Article 23)</i> .....	18
Relief Day Work -- <i>(Article 3)</i> .....	4
Resolution of Jurisdiction of Work Disputes -- <i>(Article 41A)</i> .....	23
Restricted Duty -- <i>(Rule 9(i))</i> .....	9
Rosters -- <i>(Article 18)</i> .....	17
Runarounds -- <i>(Article 39)</i> .....	22
Selection Of Crew Assignments -- <i>(Article 10)</i> .....	11
Seniority -- <i>(Article 19)</i> .....	17
Seniority Roster -- <i>(Article 18)</i> .....	17
Shift Differential -- <i>(Article 1A(c))</i> .....	4
Sick Leave -- <i>(Appendix B)</i> .....	28
Sick Leave - On Duty Injury -- <i>(Article 9(f))</i> .....	9
Stabilization Of Force -- <i>(Article 44)</i> .....	25
Switching Limits -- <i>(Article 37)</i> .....	21
Time Consumed In Reporting For Physical Examinations -- <i>(Article 8)</i> .....	8
Train Orders -- <i>(Article 35)</i> .....	21
Training - Road Conductor Program -- <i>(Article 5(1))</i> .....	5
Training - Yard Conductor Program -- <i>(Article 5(2))</i> .....	6
Training And Qualification -- <i>(Article 5)</i> .....	5
Transfer Of Carmen & MW Employees Into Train Service -- <i>(Appendix J)</i> .....	44
Trauma Leave -- <i>(Article 16A)</i> .....	15
Uniforms -- <i>(Article 12)</i> .....	13
Union Shop -- <i>(Article 46)</i> .....	25
Vacations -- <i>(Article 17)</i> .....	15
Wage Progression -- <i>(Article 1A)</i> .....	4

## APPENDIX

	<u>Page</u>
Appendix A Rates of Pay, .....	69
Appendix B Sick Leave Agreement Agreement of July 3, 1969, As Amended, .....	28
Appendix C Switching Limits (Referred to in Rule 37), .....	32
Appendix D Resolution of Jurisdiction of Work Disputes Agreement of December 3, 1986 (Referred to in Rule 41A), .....	33
Appendix E Movement Of Equipment At Richmond Hill Maintenance Facility Agreement of January 3, 1984, .....	35
Appendix F Periodic Rules Examination Agreement of February 4, 1975, .....	36
Appendix G Discipline Board (SBA # 844) Agreement of March 31, 1978, Amended October 30, 1980 Agreement of February 8, 1996, .....	38
Appendix H Health And Welfare Benefits, .....	42
Appendix I Pension Plan, .....	43
Appendix J Transfer of Carmen and M.W. Employees Into Train Service Agreement of February 14, 1989, .....	44
Appendix K Sick Leave Payment Agreement of April 30, 1996, .....	45
Appendix L New Hire Evaluation Program - Train Service Agreement of March 11, 1997 (Referred to in Rule 4A), .....	47
Appendix M Union Shop Agreement, .....	48
Appendix N Check-Off Agreement, .....	50
Appendix O Code 7 - Conferences, Local Committeemen Letter Agreement of February 27, 1990, .....	51

	<u>Page</u>
Appendix P	
Absence Due to Sickness	
Certificate From Medical Examiner – Trainmen	
Letter Agreement of January 12, 2000, .....	53
Appendix Q	
Domestic Partner Coverage	
Letter Agreement of May 18, 2000, .....	54
Appendix R	
Training & Qualification	
Agreement of December 27, 2000	
(Referred to in Rule 5), .....	55
Appendix S	
Retirees Not Medicare Eligible Enroll in Empire Plan	
Agreement of January 18, 2001	
(Referred to in Appendix H), .....	56
Appendix T	
Uniform Trade-Off Proposal	
Agreement of August 7, 2001	
(Referred to in Rule 12), .....	57
Appendix U	
Modification to Article 17(e) - Vacations	
Agreement of March 15, 2002, .....	59
Appendix V	
Definition Of Regular Wages	
Agreement of December 6, 2007, .....	60
Appendix W	
Waiver of Time Limits - Article 41	
Letter Agreement of August 10, 2006, .....	61
Appendix X	
Compensation for Extra Trips Or Specials – Article 4	
Letter Agreement of December 4, 2006, .....	62
Appendix Y	
Utilization of Company-Furnished Cell Phones	
Agreement of February 1, 2008, .....	63
Appendix Z	
Representation of Trainmen - Criminal Actions	
Letter Agreement of July 7, 2008, .....	66

## Definitions

The word "trainmen" as used in this Agreement refers to all train service personnel, male and female. It includes road and yard conductors and assistant conductors (brakemen, utility brakemen, switchtenders) and ticket collectors.

The word "terminal" as used in this Agreement is a location where train crew personnel report for their assignments.

The term "specials" refers to any work outside of regular assigned work which is known and planned for in advance. This work can be grouped wherever time element permits.

The term "bid" as used in this Agreement, unless specifically qualified, is an application for ownership of an advertised regular position.

The word "select" as used in this Agreement is the selection of an assignment at the time Crew Assignment Books are issued.

The word "request" as used in this Agreement, unless specifically qualified, is the designation by trainman of the position he/she desires to occupy for a particular day.

The term "workweek" shall mean any five (5) consecutive workdays, exclusive of regularly assigned relief days, within any seven (7) calendar days.

The term "class of service" means the type of work performed, i.e., passenger, freight or yard service.

The term "grade of service" means the various titles of trainmen within a class of service, i.e., conductor, collector or brakeman.

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

**ARTICLE 1**  
**Hours Of Work**

(a) The basic workday for trainmen shall consist of eight (8) hours or less. Trainmen who report for their assignments as ordered shall be entitled to a minimum of eight (8) hours pay, provided they report on time and complete their scheduled assignments. Trainmen precluded from completing their assignment by virtue of an injury sustained while in the performance of duty for the Carrier or otherwise by direction of the Carrier will be entitled to the normal earnings of their assignment. Trainmen relieved from duty account sickness or illness will be paid for actual time worked. All trainmen will cover their assignment five (5) consecutive days in each workweek, except as otherwise provided.

(b) Reporting and release time of assignments will be governed as outlined in Crew Assignment Books.

(c) Crews will have designated yards or terminals for going on and off duty, and assignments will start and finish in the same yards or terminals, except for double-end freight service.

(d) All time on duty in excess of eight (8) hours will be paid for at the time and one-half rate, except as otherwise provided.

(e) Two (2) consecutive days rest, without pay, in the workweek shall be allowed to each trainman, except trainmen in double-end freight service. Double-end freight assignments will be worked on an alternating basis of six (6) days per week and four (4) days per week. Service performed on the sixth day will be compensated for at the straight time rate of pay.

(f) Crew Assignment Books will indicate certain jobs which will be designated as "guaranteed extra list assignments." There will be three such groups - one in passenger, one in road freight and one in yard service.

Trainmen selecting guaranteed extra list assignments will be guaranteed a minimum of five basic days' pay at the brakeman - collector rate of pay in each payroll week, provided they are available for service on each of the five (5) days of their assignment. "Available" means that a trainman shall have had at least eight (8) hours from the release time of his/her last assignment. Work performed in any grade of service will count toward the guarantee. Only one tour of duty in any 24-hour period performed by employees on guaranteed extra list assignments shall be counted against the guarantee.

Guaranteed Extra List employees who are fully qualified as yard, freight or passenger conductor, who are ordered to report for training, instruction classes, or relieved at the direction of the Carrier for Company business will be paid one-fifth (1/5) of the previous week's earnings, exclusive of relief day and holiday compensation with a minimum of one (1) basic day.

Should a Guaranteed Extra List employee be marked-up on an assignment whose Crew Assignment Book earnings exceeds the Conductor's rate of pay, the employee will be allowed the Crew Assignment Book earnings of that assignment.

Guaranteed extra list assignments will be used to cover known vacancies in run assignments, such as, vacations, jury duty, illness, etc.

Trainmen on guaranteed extra list assignments will consult with the Crew Dispatcher each day for their assignment for the next day. They shall inform the Crew Dispatcher of their release time when it is later than their scheduled release time. Trainmen in road freight service will inform the Crew Dispatcher when their total time on duty exceeds eight (8) hours.

Crew boards will continue to be posted at terminals, with daily crew boards to be posted as at present at Brooklyn, New York, Jamaica Storage Yard and Station for passenger vacancies, and at Yard "A" and Holban Yard for freight vacancies. Trainmen on the guaranteed extra list assignments must notify the Crew Dispatcher as to the assignment they desire the following day, before 10:30 a.m. in Passenger Service and 8:00 p.m. in Road Freight and Yard Service. Selection shall be in the order of seniority for those trainmen who have consulted with the Crew Dispatcher before this time.

Vacancies not selected or occurring after the aforementioned times shall be filled by assignment of available Trainmen on the Guaranteed Extra List in seniority order for those Trainmen who had not selected an assignment so as to afford one day's work to meet the minimum five (5) days of their assignment provided they are available when called for an assignment. Train Service employees will be called as close as practicable, three and one-half (3 ½) hours in advance of the reporting time of the assignment. This calling time may be extended thirty (30) minutes either side of the three and one-half (3 ½) hours specified.

If extended beyond thirty (30) minutes, the call shall be considered a short call and the employee need not accept the call. In the event a Train Service employee does not accept a short call, the employee must remain available for a proper call of an assignment. Thereafter, unfilled vacancies shall be filled from the relief day work list as indicated in Article 3.

**Handling of Guaranteed Extra List**

(1) The Scratch Sheet, which contains all of the known open vacancies for the following day will be posted in accordance with Article 1.

(2) Guaranteed Extra List employees desiring these positions will arrange to place a request with the Manager-Transportation Crew Management Services Office prior to the closing of the Crew Board at 10:30 a.m. each day.



(3) Employees making selections over the telephone will be restricted to requesting the number of jobs equal to their respective position on the Guaranteed Extra List (but not to exceed thirty assignments). Employees filling out request forms may put down as many jobs, by assignment number, as they desire.

(4) After the closing of the Crew Board at 10:30 a.m., assignments will be marked up in seniority order. Conductor vacancies will be marked up first in seniority order based on requests. Should there be an insufficient number of Conductors requesting Conductor vacancies, the remaining Conductor vacancies will be filled by moving up the qualified Assistant Conductors on those assignments. The number of moved up Assistant Conductors will be a maximum of ten (10). In the event a qualified Assistant Conductor is not available, an employee will be (forced) from the Extra List. Should there still remain vacancies which have not been selected, the Crew Dispatcher will select an equal number of qualified Conductors in inverse seniority order who have failed to request initially in their highest grade of service. At this point, the Crew Dispatcher will again review those Trainmen requests in seniority order to determine which of the Conductor vacancies the employee has requested. The Crew Dispatcher will then arrange to review the requests of Conductors who may be displaced by senior employees. At no time will these Conductors be permitted to move onto a Brakeman's position. Should any of these employees fail to request one of the Conductor vacancies for which his/her seniority calls, the employee will be assigned in his/her highest grade of service.

(5) Upon completion of marking up the Conductor vacancies, the Crew Dispatcher will complete marking up the Brakeman and Collector vacancies.

(6) Any employee assigned as outlined in Item No. 4 will only receive the earnings of the Conductor vacancy on which the employee has been assigned; only to be compensated as provided in Article 1.

(g) When a conductor vacancy occurs after the board closes, it will be covered by the senior, available, qualified trainman from the guaranteed extra list who has not been called to cover an assignment with a reporting time on that calendar day. If the vacancy cannot be covered as outlined above, the senior qualified trainman on the basic crew will be used. If no qualified trainman is a member of the basic crew, the vacancy may be filled from the Relief Day List as outlined in Article 3. If the vacancy still exists after exhausting the above procedures, the junior available qualified trainman at the terminal involved will be used, provided the employee shall have sufficient rest after completing service on the assignment to cover the employee's regular trainman position on the following day. Finally, if the vacancy still exists, the junior available qualified trainman in the nearest terminal will be used, provided the employee shall have sufficient rest after completing service on the assignment to cover the employee's regular trainman position on the following day.

The location at which the trainman actually commences service will be considered the employee's home terminal for that day.

Should the earnings accruing to the conductor vacancy be less than those of the trainman's regular assignment, the employee will be paid the earnings of his/her regular assignment.

(h) When trainmen report for their regular assignments and are assigned to other crews in the same capacity, they will be paid for the actual time worked, but their total compensation will not be less than the earnings of their regular assignment (made whole).

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

(j) Trainmen reporting late because of interruption of service on The Long Island Rail Road shall suffer no loss of pay provided the train used is scheduled to arrive at the terminal sufficiently in advance of their regularly scheduled reporting time.

(k) After trainmen complete their assignments at their home terminals and are then required to take a train to another terminal, the time so consumed will be considered as extra work and paid for at time and one-half, including time consumed in returning to home terminal, which shall be computed by use of next available train service unless other means of transportation is provided.

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

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

**ARTICLE 1A**  
**Rates of Pay**

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

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

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

Employees of the Carrier who transfer into the craft after January 1, 1986, shall be granted credit for their prior company service for purposes of the new hire progression, leave, health benefits, and pension. No employee shall receive a benefit in excess of that to which the employee was otherwise entitled due to a mid-year transfer of crafts.

In calculation of any period of wage progression compensated days of service, a compensated day of service will include any day on which an employee is subject to call, but not used.

(c) Shift Differential:

Employees in train service will be provided a night differential of four and one-half percent (4.5%) per hour, frozen at the amount in effect on December 31, 1984, for actual time worked beginning at 8:00 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) If an employee qualifies and works as a conductor during the first four periods set forth above under Wage Progression and Shift Differential, he or she shall be paid the full conductor's rate for those days actually worked as a conductor.

**ARTICLE 2**  
**Performing More Than One Grade Of Service**

Trainmen required to perform more than one grade of service during their tours of duty will be paid for the entire service at the highest rate applicable to any grade of service performed.

Passenger employees will not be required to work in yard or freight service, nor will freight employees or yard employees be required to work in passenger service in the application of the above paragraph, except under emergency conditions.

**ARTICLE 3**  
**Relief Day Work**

(a) Trainmen's relief days shall commence at the completion of their tour of duty on their 5th workday and shall continue for forty-eight (48) hours or until their next scheduled assignment following such forty-eight (48) hour period of time.

(b) Trainmen desiring to work on their relief days will so indicate in writing to the Crew Dispatcher at the time of each Crew Assignment selection. Trainmen who have so requested will be called in seniority order to cover existing vacancies and specials. Guaranteed Extra List trainmen will take precedence over employees having regular assignments. Under no circumstances will trainmen be given an assignment that will prevent covering their regular assignments on the following day.

Train service employees may request that they be marked "unavailable" for either or both their relief days in any given week and retain their relative standing on the relief day list provided they notify the crew dispatcher no later than 12:01 a.m. on the day prior to their relief day or days (for example, a train service employee whose relief days are Saturday and Sunday must notify the crew dispatcher prior to 12:01 a.m. Friday to be unavailable for Saturday or Saturday and Sunday and prior to 12:01 a.m. on Saturday to be unavailable for Sunday). Any refusal to accept a call, or being unavailable when called will result in trainmen being placed at the bottom of the relief day list for that day. An eighth refusal of service, including being unavailable when called, will result in trainmen's names being removed from the relief day list for the life of the current Crew Assignment Book. A proper call will be notification not less than two and one-half (2 ½) hours in advance of the reporting time of the assignment for which called. Trainmen, except those on double-end freight assignments, who have not performed service on each of the five (5) days of their regular

assignments will not be used for such service on their relief days until all the means of filling the vacancy have been exhausted. If then used, they will be compensated at the straight time rate. Trainmen on double-end freight assignments who have not performed service on each of the six (6) days or four (4) days of their regular assignments will not be used for service on their relief days until all the means of filling the vacancy have been exhausted. If then used, they will be compensated at the straight time rate.

(c) Trainmen except those on double-end freight assignments 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. Trainmen on double-end freight assignments 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 six (6) or four (4) 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 a trainman 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. Trainmen absent account of sickness, absence with permission or vacation will not be considered as fulfilling the five (5) day requirement.

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

#### **ARTICLE 4 Compensation For Extra Trips Or Specials**

Trainmen required to perform additional service before and/or after their regular assignments will be paid at the rate of time and one-half for such additional service.

Trainmen assigned to operate a special train or trains, i.e., race train, group tours, football specials, baseball specials, etc., will receive a minimum of eight (8) hours pay.

"Specials" refers to any passenger work outside of regularly assigned work which is known and planned for in advance, i.e., race trains, group tour trains, football and baseball special trains, etc. "Specials" may be grouped wherever time element permits, i.e., race train with football special, etc.

#### **ARTICLE 5 Training And Qualification**

(a) All trainmen are required to qualify as road conductor, unless specifically exempted, temporarily or permanently, by a following provision of this Article:

(b) All periods of time referred to in this Article are calendar, unless otherwise specified.

(c) There will be two separate qualification procedures: one for Road Conductor and one for Yard Conductor.

##### **(1) ROAD CONDUCTOR PROGRAM**

The total training period, exclusive of programmed breaks, will be 28 days, scheduled in the sequence shown in the following ten-step procedure:

**STEP 1.** Written notice of at least ten calendar days will be given to attend Conductor Qualification Training Classes.

**STEP 2.** Six days of instruction will be given on the Operating Rules Special Instructions and related material.

**STEP 3.** A one-day examination by the office of the Manager-Transportation Rules and Procedures will be given. Successful completion will result in qualification on Book of Rules.

**STEP 4.** One day of instruction on Physical Characteristics, including explanation of the P/C Phase and suggested procedure for effective learning of this subject.

**STEP 5.** Return to Train Service for not less than 30 calendar days before starting Step 6.

**STEP 6.** Commence 12 days of instruction on Physical Characteristics, including both Class and Field Assignments.

**STEP 7.** A one-day examination on Physical Characteristics by the office of the Manager-Transportation Rules and Procedures will be given. Successful completion will result in qualification on Physical Characteristics.

**STEP 8.** Return to train service for at least five calendar days before starting Step 9.

**STEP 9.** Five days of instruction will be given on Equipment and Air Brake Systems, concluding with a qualifying exam by the office of the Chief Air Brake Examiner. Successful completion will result in complete qualification as Road Conductor in Zones B and C.

**STEP 10.** Two days will then be allowed for qualification in Zone A (New York). The timing of Step 10 is subject to scheduling by Amtrak, depending on availability of its Rules Examiners. Trainees will return to train service while awaiting assignment to Step 10.

## **(2) YARD CONDUCTOR PROGRAM**

The total training period, exclusive of programmed breaks, will be 18 days, scheduled in the sequence shown in the following nine-step procedure:

**STEP 1.** Written notice of at least ten calendar days will be given to attend Yard Conductor Qualification Training Classes.

**STEP 2.** Five days of instruction will be given on the Operating Rules, Special Instructions and related material.

**STEP 3.** A one-day examination by the office of the Manager-Transportation Rules and Procedures will be given. Successful completion will result in qualification on Book of Rules.

**STEP 4.** One day of instruction on Yard Physical Characteristics, including explanation of the P/C Phase and suggested procedure for effective learning of this subject.

**STEP 5.** Return to Yard Service for not less than 30 calendar days before starting Step 6.

**STEP 6.** Commence five days of instruction on Yard Physical Characteristics including both Class and Field Assignments.

**STEP 7.** A one-day examination on Yard Characteristics by the Office of the Manager Transportation Rules and Procedures will be given.

**STEP 8.** Return to Yard Service for at least five calendar days before starting Step 9.

**STEP 9.** Five days of instruction will be given on Equipment and Air Brake Systems, concluding with a qualifying examination by the office of the Chief Air Brake Examiner. Successful completion will result in complete qualification as Yard Conductor in all yard territory.

(d) Except as specifically noted, the following sections "(e)" through "(v)" apply to both the Road Conductor and Yard Conductor Programs.

(e) Passing grade for all examinations will be 75%.

(f) Field Training, Physical Characteristics and Equipment Instruction and other training will be scheduled for those hours or days of greatest advantage for effective assimilation of subject matter.

(g) When the dates for Steps 2, 6 and 9 are established, the examination date for the subject area of each will be assigned. These examination dates will stand, unaffected by sick time or other absences.

(h) Conductor trainees who are absent during Steps 2, 3, 4, 6, 7 or 9 will be required to report back to class on return to duty; or, if their class group has completed the step or the program, they must report to the office of the Manager-Transportation Rules and Procedures for all examinations which have been scheduled and are due before being permitted to return to train service. The training periods will not be extended or adjusted to allow for absences.

(i) A trainman who fails a scheduled examination under Steps 3 or 7 will continue in the program through Step 9, and will be considered qualified on those subjects where a passing grade was attained. On completion of Step 9, a 30-calendar day period will commence during which the trainman will return to his/her previous status in train service and will prepare himself/herself to re-take all examinations previously failed in Steps 3, 7 or 9 at no further expense to the Carrier. The dates for such re-examinations will be established before the 30-day period commences, and these dates will stand unaffected by sick time or other absences. Trainmen will not be compensated for any time related to re-examination.

(j) On passing a re-examination, the trainman will then be considered qualified on that subject without regard to achievement on re-examinations for other subjects; further, if scheduled under Section "(l)" or "(k)" more than one re-examination, all will be taken without results of any preceding re-examination.

(k) If any of the initial re-examinations taken under Section "(l)" are failed, the trainman will be assigned another re-examination date not less than 30 days from the date of such failure(s). On completion of these "second" re-examinations all must have been passed. If one or more of them have been failed, the trainman will immediately be removed from service. He/She may then apply to re-take the failed examinations(s) once each month for the next four months, the first date being set for not less than 30 days nor more than 60 days from the date the trainman's out-of-service status commences. Requests for re-examination dates must be made in writing to the Chief Transportation Officer prior to the tenth calendar day of each month in which re-examination is sought. No compensation will be made for any time related to re-examinations during this four-month period. On passing the required examinations, the trainman will immediately be restored to service.

(l) All examinations and re-examinations must be taken when scheduled. A declined or missed examination will be regarded as having received a failing grade.

(m) A trainman who has taken and fails an examination or re-examination may apply to the office of the Manager-Transportation Rules and Procedures for a review of his/her paper for the sole purpose of determining those areas that require attention for succeeding examinations. All time so spent will be at no cost to the Carrier, and will be subject to the availability of the reviewing officer, as determined by the Carrier.

(n) Trainmen must successfully complete all conductor qualifications within the four-month period commencing on the out-of-service date specified in Section "(k)". On failure to do so, the trainman will cease to be a

train service employee, and there will be no further recourse by the individual or by the United Transportation Union. Such individuals will, however, be guaranteed consideration for other available Carrier employment for which they are qualified.

(o) A trainman who attains qualification as a Road Conductor will also be deemed a qualified Yard Conductor without further examination; qualification as Yard Conductor, however, includes no additional qualifications.

(p) Trainmen will be compensated for all instruction and examination time, except as specifically excluded above at the basic daily rate of pay for brakemen.

(q) All program costs, development, presentation and administration will be the sole responsibility of the Carrier.

(r)(1) A trainman who qualifies as Conductor on the first, second, or third attempt will be placed on the appropriate conductors' roster in accordance with his/her brakeman seniority standing.

(2) A trainman who qualifies as conductor on a fourth or subsequent attempt (Section "(k)") will be placed on the bottom of the appropriate conductors' roster following the junior conductor on that roster as of the date of such qualification.

(s)(1) Trainmen eligible for promotion to conductor who are unable to qualify as scheduled by reason of sickness, injury, vacation or leave of absence shall not lose their turn for promotion.

(2) Trainmen who have been out of service because of reduction in force shall not be required to take an examination for promotion to conductor until at least 30 calendar days after they have returned to active service.

(t) Trainmen whose employment with the Carrier commenced prior to January 1, 1962, will retain the status held as of September 5, 1975. These trainmen will be neither required nor permitted to upgrade their status from brakeman to conductor or from Yard Conductor to Road Conductor, regardless of previous, present, or future positions held. Trainmen holding limited Yard Conductor status as of September 5, 1975, may elect to expand their qualification to include all yards. Once this option is elected, they will become subject to all requirements, allowances, and provisions of Sections "(c)(2)" through "(q)" of this Article. A trainman who lacks qualification in only one yard will be allowed five training days and then be examined on that yard only; all other provisions and requirements remain the same.

(u) Trainmen who commenced service subsequent to January 1, 1962, but prior to February 17, 1972, will be governed in accordance with the following:

#### **(1) Yard Service Trainmen**

Those trainmen holding a position as Yard Brakeman or Yard Conductor as of September 5, 1975, are subject to Sections "(c)(2)" through "(s)." They must attend instruction classes as prescribed in Section "(c)(2)" and subsequently pass the required examinations to qualify as a Yard Conductor in all yard territory. A trainman who lacks Yard Conductor qualification in only one yard will be allowed five training days and then be examined on that yard only. These trainmen will not be required to qualify as Road Conductor until such time as they enter or re-enter road service by any means involving application of their seniority (pick, bid, or trim), regardless of the brevity or duration of that service. Upon date of such entry or re-entry into road service, Yard Trainmen will immediately be scheduled, in approximate seniority order, for the Road Conductor Qualification Program, but will not be required to actually commence the program until at least six months after that date. Once so scheduled, however, the qualification requirement of Road Conductor will not be lifted or intermitted for any reason, including reversion to a Yard Service position.

#### **(2) Road Service Trainmen**

Those trainmen holding a position in Road Service as of September 5, 1975, who have not yet qualified as Road Conductors will be scheduled, in approximate seniority order, to do so. Once so scheduled, this qualification requirement will not be lifted or intermitted for any reason, including transfer to Yard Service.

(v) Trainmen receiving instruction and examination time under the provisions of Section "(u)" will remain eligible to receive the difference between time received and that prescribed in Section "(c)(1)" to qualify as Road Conductor at a later date. Under no circumstances, however, will any trainman receive more than the total compensated time specified in Section "(c)(1)" for all qualification activity.

### **ARTICLE 6 Emergency Work**

(a) The term "emergency work" shall be deemed to be work made necessary by storm, flood, fire, accident, or other catastrophe, which a trainman is required to perform outside of his/her scheduled working hours.

(b) An employee who is held over after the completion of his/her regular tour of duty for the performance of emergency work shall be paid at the rate of time and one-half for the time during which he/she is so held.

**ARTICLE 7**  
**Payment For Time Attending Hearings Or Investigations In Court,  
Claim Or Law Departments**

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

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

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

(c) If relieved from their normal tour of duty, the rate of pay to be allowed will be the Crew Assignment Book earnings of the train service employees' regular assignment except for Brakemen/Collectors on the Guaranteed Extra List and Brakemen or regular Conductors in freight service who will be allowed one-fifth (1/5) of their previous week's earnings exclusive of the relief day and holiday compensation with a minimum of one (1) basic day.

Guaranteed Extra List employees, who are fully qualified as yard, freight or passenger Conductors, will be allowed one-fifth (1/5) of the previous week's earnings, exclusive of relief day and holiday compensation with a minimum of one (1) basic day. Should a Guaranteed Extra List employee be marked-up on an assignment whose Crew Assignment Book earnings exceeds the Conductor's rate of pay, the employee will be allowed the Crew Assignment Book earnings of that assignment.

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

(e) Employees relieved from their entire assignment and ordered to report to Court, Claim or Law Departments in the morning and detained until after 12:00 noon will be given \$3.00 for meal.

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

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

**ARTICLE 8**  
**Time Consumed In Reporting For Physical Examinations**

(a) Trainmen will report for required periodic or special physical examination during the hours that the Carrier's Medical Office is open. Trainmen examined during this period who do not thereby lose time on their assignments will not be additionally compensated. Should their assignments preclude their reporting during Medical Office hours they will be relieved and allowed the normal earnings of their assignment.

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

(c) Trainmen absent account of illness for more than fifteen calendar days, or in case of injury for one day or more, will not be permitted to return to duty until they obtain and present to Crew Dispatcher or Manager-Transportation Crew Management Services of the Transportation Department, a certificate from the Medical Examiner certifying to their fitness for duty. This certificate must be presented prior to the closing of the Board. Employees will not be paid while obtaining a return to duty certificate.

**ARTICLE 9**  
**Determination Of Physical Fitness**

(a) When the Medical Director determines that a train service employee be removed from service because of a medical condition and the United Transportation Union desires the question of medical fitness to be finally decided before permanent removal from service, the case will be handled in the following manner: The General Chairman, after written notification to him, by the Carrier must present to Director-Labor Relations a written protest of the Medical Director's determination not later than fifteen (15) calendar days from the date on which such notification is made.

(b) The Carrier and the General Chairman will each select a doctor, each notifying the other of the name and address of the doctor selected. The two doctors, thus selected, will examine the employee and if after conferring

between themselves as to their respective findings they are not in agreement on the employee's medical condition, they will appoint a third doctor, the three to constitute a Board of Doctors.

If the parties are unable to agree upon the selection of the third, or neutral doctor, the County Medical Society in the county in which the employee resides will be asked to name such third doctor.

Such Board of Doctors shall then fix a time and place for the employee to meet them. After completion of the examination, they will make a full report in duplicate, one copy 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 will be final; but this does not mean that a change in physical condition precludes a re-examination at a later time.

(c) The doctors selected for such Board will be specialists in the disease from which the employee is alleged to be suffering; and 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.

(d) The Carrier and the United Transportation Union will each defray the expenses of its respective appointee. When the Board's report is made, a bill for the third appointee's fee and traveling expenses, if any, 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 fees and travel expenses of the third appointee.

(e) When an employee has been removed from service by the Carrier's Medical Director because of such employee's medical condition, and it is thereafter determined by a Board of Doctors that such employee was in fact medically fit to have performed regularly assigned train service employee duties at the time so removed from service, the employee will be compensated for the earnings that would have been received had the employee not been withheld from service. Should the earnings adjustment computed by the Carrier be contested by the employee, that amount will be paid pending final resolution.

#### **Sick Leave - On-Duty Injury**

(f) Employees who are disabled as a result of an on-the-job injury will be granted sick leave allowance consistent with the provisions of the Sick Leave Agreement (See Appendix B, Section 1(d)(6)).

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

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

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

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

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

(g) 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.

(h) 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?"

(i) 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 craft and class. Employees placed in restricted

duty positions will receive the rate of their former position or of their new position, whichever is higher. No employee will be displaced from his/her regular position on account of the placement of a restricted duty employee. Employees on restricted duty may have their restrictions reviewed by the Carrier upon request.

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

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

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

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

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

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

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

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

In accordance with PEB 223 the following shall apply:

When placing train service employees in the train service class and craft such assignment shall be made without regard to seniority and in accordance with the following: It is understood that the Carrier shall as a first priority require a disabled Train Service employee to exercise seniority to a position provided the disabled employee is qualified and immediately available to work such position. If the disabled employee is either not qualified, nor immediately available (including uniform and ticket stock availability) then he/she shall be placed in an available job for which he/she is qualified and immediately available for without regard to seniority. In application of these provisions, trained service employees will be assigned as follows:

### **Semi-Annual General Pick**

Train service employees in a restricted duty capacity will select designated assignments in their normal seniority order consistent with their seniority standing. In the event an employee is unable to attain one of the designated assignments, such employee will be placed in one of the designated positions without regard to seniority.

### **Bid Sheet**

Train service employees in a restricted duty capacity will be required to bid any assignment for which they are capable of rendering service. All assignments will be awarded on the basis of seniority.

### **Subject to Bid, Extra-Extra**

Restricted duty employees who do not hold regular jobs are required to work off of the extra list on a daily basis. Train service employees in a restricted duty position must on a daily basis select designated assignments for which they are capable of performing service. Assignments will be awarded based upon individual request in seniority order, until such time as there are an equal number of remaining designated assignments and restricted duty employees to fill those assignments, subject to availability and rest in which case the restricted duty employees will be assigned to a designated assignment for that day without regard to seniority.

The Carrier will attempt to assign restricted duty employees in the same class of service that they were working prior to incapacitation. In the event there are no corresponding designated assignments for which a restricted duty employee is capable of performing service in his/her or her class, the parties shall confer on the placement of such employee. However, should the parties be unable to confer or be unable to agree to such placement, the Carrier retains its rights to assign the employee to a job assignment in any class of service without regard to seniority.



Employees performing service while restricted will receive the earnings of the assignment they work, at the basic hourly rate of their former position or their new position, whichever is higher, with a minimum of eight hours. Employees who have depleted their sick leave entitlement shall only be paid for days actually worked and at the hourly rate actually worked.

No employee will be displaced from his/her regular position on account of the placement of a restricted duty employee except when the restricted employee exercises his/her seniority.

Employees on restricted duty may have their restriction reviewed by the Carrier at any time.

In application of this 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 the restricted duty position. The provisions of this rule may be reviewed or extended by agreement of the parties.

## **ARTICLE 9A Americans With Disabilities Act**

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

## **ARTICLE 10 Selection Of Crew Assignments**

(a) A minimum of two selections of assignments will be made each year with the issuance of a new Crew Assignment Book. Any changes made during the life of Crew Assignments will be discussed between the United Transportation Union and the Carrier, but final decision will be reserved to the Carrier.

(b) Trainmen will select assignments, commencing with the senior trainmen, and proceed until all trainmen have made their selection.

(c) Positions selected on the guaranteed extra list will be considered regular assignments; the Carrier and the United Transportation Union shall review the lists every thirty (30) days and make necessary adjustments in accordance with the requirements of service, but final decision will be reserved to the Carrier.

Train service employees "subject to bid" assigned to the guaranteed extra list as a result of trimming and having "no place to go," will not be subject to the same thirty (30) day review provisions of the above but may be assigned at any time to the subject to bid list.

### **Illustrative Example:**

An adjustment of the guaranteed extra list is made on the 10th day of the month. A junior trainman trimmed on the 15th and having no place to go, will be assigned to the subject to bid list maintaining the same days off for those employees who would otherwise not be able to obtain five (5) workdays. The following Wednesday, the Carrier adjusts the relief days of the subject to bid employee. This adjustment will begin a thirty (30) day period for such subject to bid employee during which his/her relief days may not be changed. This adjustment will in no way interfere with Carrier's right to make an adjustment of the guaranteed extra list on the 10th day of the next month.

(d) The Long Island Rail Road is one seniority district by class. All trainmen, therefore, have universal seniority in their respective class over the entire Railroad. All trainmen will have preference in selecting assignments which their seniority standing and qualifications permit.

(e)(1) Trainmen who are displaced by a senior trainman as a result of a permanent revision of their assignment during the life of the crew assignment book will have the right to displace any junior trainman within their class of service. A permanent revision is any change to an assignment designated with replacement pages or Superintendent's notice that indicates replacement pages to follow. Temporary revisions are those occasioned by track work, strikes, emergency situations or other conditions of undetermined duration. Trims are not permitted in association with temporary revisions, except when such revisions have been in effect for thirty (30) calendar days, after which a trainman on such an assignment may elect to trim.

(2) Trainmen displaced because of a force reduction will have the right to displace any junior trainman.

(3) Trainmen 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 position will be filled by a trainman on the guaranteed extra list.

(4) If their assignment has been abolished, revised or filled by a senior employee, such employees will be permitted to displace junior employees within the class of service of such former position or exercise seniority to any position bulletined in any class of service during their absence and to which a junior employee has been assigned.

(5) A trainman when displacing another on the basis of seniority must give the Carrier one full working tour to notify the junior trainman of the displacement. One full working tour is defined as a tour of duty on which the junior trainman covers the regular trains of this assignment as designated in the crew assignment book.

(6) Senior trainmen displacing junior trainmen who are off account of instructions or examinations on the book of rules, conductor's class, or any scheduled instruction class will cover the assignment they are displacing on the next day. The Manager-Transportation Crew Management Services Office will be responsible for notification of the trainman. In all other instances when trainmen are not on their regular assignments because of unknown vacancies (when notification cannot be guaranteed) they will have their trims carried over to the second full working tour. In cases where employees are off for extended periods and must okay themselves before their next tour of duty, and a trim is placed before the employee okays himself, the trim will be effective for the next work tour.

(7) No displacements will be made effective until the second day (no same day trims); should the following day be a relief day the trim will be carried over to the junior trainman's second working day following his/her relief day.

**Illustrative Example:**

A trainman on Friday exercises his/her seniority at 10:00 a.m. to an assignment that is working until 11:00 a.m. with relief days Saturday and Sunday. The Carrier does not have a full working tour to make notification of the trim; therefore, it is carried over until Tuesday.

(8) Trainmen exercising seniority in accordance with paragraphs 1, 2, 3 or 4 above, or trainmen who are displaced will be guaranteed a minimum of one (1) basic day's pay at the Brakeman/Collector rate of pay, provided they notify the crew dispatcher of the junior trainman to be displaced prior to 10:30 a.m. on the day following their notification; or prior to 10:30 a.m. on the effective day of the revision and make themselves available for extra work. Trainmen will be used in the order in which they make themselves available after the guaranteed extra list trainmen, but before relief day trainmen.

(9) Trainmen will continue to be guaranteed in the event trim notification is not made or should they be short of rest, account of covering an assignment when displacing another junior trainman. They must continue to make themselves available upon completion of the assignment covered.

(10) Trainmen must check with the crew dispatcher to verify that their trim has been effectuated. Any employee who does not make himself/herself available for service as set forth above will forfeit his/her guarantee and no guarantee payments will be allowed.

(11) The Manager-Transportation Crew Management Services Office may use any of the following methods to effectuate a trim:

(a) Notifying the employee being displaced.

(b) Notifying the Conductor on the assignment (exclusive of the arrival of the last train).

(c) Notifying the Conductor through the tower employee (exclusive on the arrival of the last train).

(12) If the above procedures are unsuccessful, the Carrier will continue attempts at notifying the employee at least once during each tour of duty of the Manager-Transportation Crew Management Services Office.

(13) If the Carrier, after receiving sufficient notice, does not attempt to notify the junior employee, the employee making the displacement will be allowed the earnings of the assignment involved.

(14) Unless otherwise provided, train service employees "up to select" shall arrange to make a selection of a new assignment within forty-eight (48) hours (effective February 28, 1996: twenty-four [24] hours) after being displaced, exclusive of relief days of the previous job, but not to exceed seventy-two (72) hours after being displaced.

(15) Vacancies known to be of more than thirty (30) days duration shall be bulletined, except employees off sick, disabled (injured), leave of absence, vacation or suspension.

(f) Crew Assignment Books shall be issued to the General Chairman, United Transportation Union, not less than twenty-five (25) days and to trainmen not less than ten (10) days in advance of their effective date. Carrier will not be responsible for failure to comply with the foregoing if circumstances are beyond its control. The Crew Assignments shall show all assignments, including relief days and holidays.

(g) After Crew Assignments have been made available, trainmen must register their selection as promptly as possible. No consideration will be given to a selection which is not registered during the five (5) day period commencing with the day the Crew Assignments are available.

(h) Vacancies existing after a general selection will be filled by the required number of junior trainmen who have not successfully selected assignments or failed to make selections in the highest grade of service for which qualified. These junior trainmen will be placed on the remaining vacancies in seniority order giving preference to their choice of assignment.

**ARTICLE 11  
Advertising Assignments**

(a) Positions which are required to be advertised during the period Crew Assignment Books are in effect shall be posted on the bulletin boards where trainmen report for duty at their home terminal as of 12:01 a.m. on every Friday. Applications for assignments must be filed prior to midnight of the fifth day after the posting of the advertisement. (Bid sheets must be submitted to the Manager-Transportation Crew Management Services Office by 11:59 p.m. of the following Tuesday.)

(b) After the vacancy has been advertised as provided in paragraph (a) hereof for a period of five (5) days, it shall be awarded to the senior qualified trainman who bids for it. The successful bidder will assume the position on the following Wednesday. Bid sheets will be awarded in accordance with Article 11. Awards and the next advertisement will be posted as soon as practical after the close of the advertisement.

Should a train service employee be displaced in the exercise of seniority within 24 hours of the close of the bulletin and wishes to make application for one of the bulletined positions and does not have sufficient time to file an application in the Transportation Crew Management Services Office prior to 11:59 p.m. on the date of expiration, the employee may contact the Assistant Manager or Manager-Transportation Crew Management Services, who will arrange to handle the employee's bid sheet.

(c) If no applications are received for a position of trainman which has been advertised, it will be assigned to the junior qualified trainman, and the employee shall remain on that assignment unless the assignment is abolished or revised or the employee is displaced by a senior trainman in the exercise of seniority or the assignment is subsequently filled as set forth in paragraph (d), in which event the employee shall return to the status he/she had prior to his/her assignment to such position.

Trainmen must displace a junior employee working a regular crew assignment.

Train service employees who have been trimmed and have "no place to go" will be assigned a guaranteed extra list position with their relief days assigned by the Carrier. When assigned "subject to bid" trainmen must bid for all assignments on each bulletin until they are assigned a regular position for which they are qualified. These employees are not subject to being trimmed.

(d) The Carrier will continue to re-advertise on subsequent bulletins those positions for which there have been no bidders, and until a trainman bids in such positions, the positions will be filled as set forth in paragraph (c) above.

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

## ARTICLE 12

### Regulation Governing The Uniforming Of Employees In Passenger Service

(a) Trainmen while on duty are required to wear the prescribed uniforms unless otherwise specified by the Chief Transportation Officer or his/her authorized representative. Clothing and other dress material must be kept in good condition by trainmen, so that they will present a neat appearance while on duty. The Superintendent and others with proper authority will have frequent inspection of the uniforms made while trainmen 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 trainmen to make application for reordering uniform garments that have been considered unsatisfactory by the examining Carrier officer. Trainmen who fail to make such application within the allotted time will not be permitted to perform passenger service until the unsatisfactory uniform garments have been replaced, or brought up to the standard requirements.

(b) The standard uniform shall consist of a coat, a vest and trousers, a cap, shirt and tie, and in addition in winter, an overcoat for such classes of employees as may be prescribed.

(c) The complete garments, involving cloth and other materials, and the labor of manufacture will be contracted and paid for by The Long Island Rail Road Company. All uniforms will be made of the cloths and materials of the standard adopted.

(d) Ornaments and buttons will be furnished by the Carrier free of charge to trainmen, and their attachment to the garments is included in the contract for manufacture.

(e) Trainmen while on duty will wear their coats buttoned, except when actually engaged in the collection of transportation.

(f) All requisitions for uniform clothing must be made on blank forms provided for that purpose by the designated representative of the Chief Transportation Officer. Full names and I.B.M. numbers must be shown on all requisitions.

**Example:** "11347 John H. Smith."

(g) Trainmen must wear a clean uniform shirt, a uniform tie, plain black socks and black leather shoes complete with black shoelaces. Shoes must be kept reasonably polished.

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

(l) Uniform caps must not be worn tilted back on the head nor at any severe angle. The cap should be centered on the head and the visor of the cap should be at eye level.

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

(k) The wearing of a handkerchief, kerchief or scarf around the neck, or the visible use of a sweater, while on duty, is prohibited.

(l) Summer uniform regulations are as follows:

(1) From May 1st through October 15th, trainmen will be permitted to remove coats. The use of suspenders while working without a coat is prohibited.

(2) Short-sleeve uniform shirts are permissible during the period mentioned. The prescribed uniform short-sleeve shirt may be worn with 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.

(3) All ticket stock must be kept in the standard leather pouch.

(m) Trainmen wearing the complete uniform will be required to have shirt collars buttoned at the neck and neckties worn in the normal position.

(n) The costs of the pressing of uniform items will be borne by The Long Island Rail Road Company. All subsequent maintenance and upkeep expenses will be the responsibility of trainmen.

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

Effective August 7, 2001, the Carrier provided the Trainmen with a Uniform Trade-Off Proposal. This proposal allows the Trainmen to trade off certain items. There is no additional cost to trade these items specified in Appendix T. Other than the trade-off items, all other items currently issued and procedures for ordering will remain the same.

### **ARTICLE 13 Cash Report Depositories**

Cash Report Depositories will be established where, during the hours specified, trainmen may turn in their reports and cash remittances and obtain stock.

### **ARTICLE 14 Disposition Of Equipment**

(a) Trainmen will turn off lights and heat when laying up cars. Trainmen will not be required to "kill" multiple unit cars when laid up at any terminal except at West Hempstead.

(b) Passenger trainmen will be relieved of closing windows at terminals where M of E forces (Car Appearance Maintainers) are on duty, except when the weather is inclement or threatening to be inclement.

### **ARTICLE 15 Holidays**

(a) Subject to the conditions herein an employee will be released from work without loss of pay on the following holidays:

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

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

(c) Trainmen not scheduled to work on holidays will receive one (1) day's pay at the straight time rate.

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

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

(f) Trainmen must work both the day preceding and the day following Thanksgiving, Christmas and New Year's Day in accordance with all other sections of this Rule to receive pay for those holidays. An employee must work (or be available if on the extra list) on the scheduled workdays immediately before and after Lincoln's Birthday to receive pay for that holiday.

(g) Trainmen who report off sick or are unavailable for service on holiday because of leave of absence will not be entitled to holiday payment. It is understood that prolonged illness of thirty (30) days or more duration, on-the-job injury, or absence with permission will not disqualify trainmen from receiving holiday pay.

(h) Crew assignments which are scheduled to work on Christmas Day will not be scheduled on Thanksgiving Day. Only those employees required to meet service needs will be assigned to work on holidays.

(i) In lieu of 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.

(j) Newly hired employees will not be entitled to the vacation day established in lieu of the birthday holiday in the first two calendar years of employment.

## **ARTICLE 16** **Personal Leave**

(a) Subject to the limitations set forth herein, the Carrier will grant to each active train service employee subject to this Agreement, personal leave days 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 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 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 will be granted six (6) personal leave days in each calendar year consistent with Personal Leave Day rules currently in effect.

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

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

(d) Trainmen who are to be granted personal leave days, will have their names placed on the scratch sheet and crew board in accordance with the provisions of Article 1 of this Agreement.

(e) Compensation allowed for personal leave days will be the Crew Assignment Book earnings of the trainmen's regular assignment, except trainmen on a Guaranteed Extra List and freight trainmen who will be allowed one-fifth (1/5) of the previous week's earnings, exclusive of relief day and holiday compensation with a minimum of one (1) basic day.

(f) It is understood that consistent with the needs of the service as determined by the Chief Transportation Officer, a minimum of ten passenger trainmen, two yard trainmen and one road trainman, upon request, will be permitted personal leave days daily. All requests for personal leave days must be submitted to the Office of Transportation Crew Management Services at least forty-eight (48) hours in advance of the date requested. Requests for personal leave days will be honored in chronological order for each specific date.

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

## **ARTICLE 16A** **Trauma Leave**

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

## **ARTICLE 17** **Vacations**

(a) Effective January 1, 1983, to qualify for vacations, a trainman must have rendered 120 days of compensated service, or received the equivalent in earnings in the preceding year, except after completion of eighteen (18) years of service, when a trainman must have rendered 100 days of compensated service in the preceding year or received the equivalent earnings.

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

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

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

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

(c) Trainmen qualified for vacations shall receive 1/52 of their previous year's earnings, but not less than five (5) basic days' pay, for each week of vacation for which they have qualified. If requested, payment will be made in advance of the vacation period; checks not picked up within seventy-two (72) hours shall be returned to the Treasurer's office. Vacations taken, and paid for, in the month of January, when it is not possible to determine 1/52 of the employee's previous year's earnings, will be paid at the rate of five (5) basic days. An adjustment of this figure will be made no later than February 1st to conform to the employee's previous year's earnings.

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

(e) Train service employees' vacations will be spread evenly over a calendar year, except for periods mutually agreed upon, i.e., racing dates, holidays, etc. All selections and assignments will be made in seniority order.

Selections will be made in the period August 15 to October 5, inclusive; train service employees failing to select a vacation during this period will be assigned in seniority order. The United Transportation Union will participate in working up the vacation schedule in making such changes or adjustments as necessary.

After assigning the vacations in accordance with the train service employees' seniority and posting of same, those employees who fail to meet the requirements in paragraph (a) of this Article will be deleted from the vacation schedule.

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

1. January 1 through May 14.
2. September 15 through December 14.

Train service employees must select, and will be assigned their vacation days on a seniority basis, during the yearly vacation selection for the following year.

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

Train service employees 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 Chief Transportation Officer. Such assignments will be made for dates between December 15th and December 30th exclusive of December 24th and 25th.

(f) Trainmen will only be permitted to split their vacation into weekly periods, except for train service employees who are entitled to five (5) weeks vacation who may elect to take one of their splits in days.

(g) Vacations will not be changed except in circumstances beyond the control of the individual involved. Requests for such vacation changes, except those involving extreme emergency, must be made in writing to the Chief Transportation Officer, who will discuss the proposed change with the General Chairman, United Transportation Union.

(h) Vacations shall not be accumulated or carried over from one vacation year to another, except as otherwise provided in the Sick Leave Agreement.

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

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

(k) Subject to the conditions above, annual paid vacation allowance for Trainmen who meet the qualifications are:

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

(l) One additional day's vacation will be granted each employee as specified in Article 15.

Trainmen who are not permitted to take their "vacation day in lieu of birthday holiday" shall be paid instead of the option of carrying over into the next year.

### **ARTICLE 18 Seniority Roster**

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

The roster shall be revised and posted as of January 1st of each year and a copy shall be furnished to the General Chairman, United Transportation Union.

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

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

The date of entering train service, date of promotion and seniority standing of trainmen not protested in writing within the above specified time limit shall be deemed to be correct and shall not be subject to further protest, unless such date or seniority standing is changed from that first shown, in which event trainmen shall be permitted to file protest within sixty (60) days from date of such change.

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

### **ARTICLE 19 Seniority**

All employees on the Utility Brakemen's seniority roster (formerly known as the Switchtender's seniority roster), whose name did not appear on the Yard Brakeman's seniority roster effective September 30, 1953, were added to the latter roster following the name of the last employee on that roster.

Effective October 1, 1953, the names of all Yardmen and Switchtenders appearing on the Yardmen's roster were added to the Road Trainmen's seniority roster following the last name appearing on that roster as of September 30, 1953.

Effective October 1, 1953, all the employees shown on the Road Trainmen's roster were added to the Yardmen's roster following the last name appearing on that roster as of September 30, 1953.

The foregoing merger does not in any way affect the seniority rights established by any employee in the services covered by this Agreement prior to September 30, 1953, for former Switchtenders, and prior to October 1, 1953, for Yardmen, Road Passenger and Freight Trainmen.

It is understood that employees possessing seniority in any of the aforesaid services prior to the merger have a prior right to perform such service.

The employees who enter service covered by this Agreement on or after October 2, 1953, will rank on a common roster from the date they are first compensated by the Carrier; this being equal they will be ranked by lottery.

The foregoing is with the understanding that Yardmen will not be eligible for Road Trainmen positions unless they meet the qualifications required of employees entering service as Trainmen.

**ARTICLE 20**  
**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 and the General Chairman of the United Transportation Union.

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

**ARTICLE 21**  
**Reduction Of Force**

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

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

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

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

**ARTICLE 22**  
**Notice Of Disablement**

(a) Trainmen unable to work account of sickness or disability must notify Crew Dispatcher at least three (3) hours in advance of their reporting time. Failure to do so will be deemed a "run failure" and any time lost will not be considered in determining eligibility for sick leave allowance, except in extenuating circumstances.

(b) Train service employees off on account of illness must notify the Carrier of their desire to return to service no later than 10:30 a.m. in passenger service (yard and freight not later than 8:00 p.m.) on the day preceding their return to duty.

**ARTICLE 23**  
**Rejection Of Applicants**

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

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

**ARTICLE 23A**  
**New Hire Evaluation Program – Train Service**

In order to improve the evaluation of New Hire Train Service employees, effective March 7, 1997, the Carrier will institute a New Hire Evaluation Program utilizing certain qualified conductors who wish to participate in the program (Appendix L).



**ARTICLE 24**  
**Promotion To Official Positions**

Trainmen 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.

Employees now subject to the provisions of this Agreement who are promoted to non-represented management positions, on or after August 7, 1980 shall, as a prerequisite to retaining seniority on the roster(s) from which promoted, be required to retain full membership in good standing.

It is understood the foregoing modification will not be applied to employees currently occupying non-represented management positions.

Effective July 1, 1983, an individual who is working for The Long Island Rail Road outside the United Transportation Union unit must pay "full dues" to the United Transportation Union in order to remain on the United Transportation Union seniority roster.

**ARTICLE 25**  
**Meal Period**

Passenger crew assignments will be so arranged to provide for a twenty (20) minute meal period between the third and sixth hours, such period of time means twenty (20) minutes of time free from other required duties between the end of the third hour and the end of the sixth hour of time on duty.

Crew assignment books will designate periods of time during which the above meal period may be taken, except in other than an emergency. The designated meal periods will be those times at which a minimum of thirty-five (35) minutes is provided from the arrival time of one train to the departing time of the employee's next train. Should a train service employee require more than a five (5) minute release or ten (10) minute preparatory time, he/she will be required to so indicate in detail on an exception time slip why such additional time is necessary. These release and preparatory times will only be applicable to meal periods and not for any other intermediate trips.

Where assignments are so structured to provide that a train service employee deadhead to his/her home terminal after being on duty for six (6) hours, and a meal period has not otherwise been provided, such employee will be granted a meal payment of thirty (30) additional minutes time at the straight time rate of pay. If such deadheading commenced prior to the end of the sixth (6th) hour on a train scheduled to leave such terminal no sooner than ten (10) minutes after such employee's arrival in the terminal, then no meal period allowance will be granted.

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

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

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

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

**ARTICLE 26**  
**Electric Lantern**

Trainmen will use white electric hand lanterns furnished by The Long Island Rail Road upon receipt of deposit of \$5.00. Deposit may be made in cash or by payroll deduction order. This amount will be refunded upon return of the lantern.

Lanterns will be replaced under the following circumstances:

1. When worn out or damaged in the performance of duty; upon return of lantern.
2. When stolen while employee is on duty without neglect on part of employee.
3. When destroyed in the performance of duty.

The electric lantern bulbs and batteries must be of standard prescribed and furnished by The Long Island Rail Road.

**ARTICLE 27**  
**Freight-Cabin Car**

- (a) Each assigned local freight crew shall be assigned a cabin car, and such cabin car shall be available for the crew to which it is assigned, except when prevented by conditions beyond the control of the Carrier.
- (b) Ice and fuel shall be supplied for cabin cars as required.

**ARTICLE 28**  
**Bed Orders**

Trainmen who are dispatched to eastern terminals and are required by the Carrier to lay overnight will receive bed orders from the proper officer of the Carrier for sleeping accommodations. This expense to be borne by the Carrier. Trainmen shall not be tied up at points where adequate eating and sleeping accommodations are not available.

**ARTICLE 29**  
**Color Perception Tests**

Should an employee fail to pass the indoor color perception test and such a test has not conclusively proved that the employee is not qualified for service, he/she shall, upon request of the General Chairman of the United Transportation Union, be given field tests by a proper officer of the Carrier; such tests may be witnessed by the General Chairman of the United Transportation Union. The field tests shall consist of such examinations and shall be conducted in such manner as the Carrier thinks necessary to establish to its satisfaction that the employee is fit to perform the duties of his/her assignment safely and adequately. The tests shall include the perception of the colors of the flags, lamps and signals that are used in the operation of trains and in switching service, and the tests shall be conducted as nearly as practicable, under the varying conditions under which employees work.

**ARTICLE 30**  
**Air And Steam Hose**

Trainmen shall couple and uncouple air and steam hose as required by the Carrier; generally where no Car Inspectors are available at the time and place involved.

**ARTICLE 31**  
**Flagging**

- (a) Train Service employees performing flagging protection services for contractor equipment shall receive the same basic daily rates of pay as conductors and brakemen in other classes of service.
- (b) The basic workday for an employee in flagging service shall consist of eight (8) hours or less.
- (c) All time on duty in excess of eight (8) hours will be paid for at the time and one-half rate of pay.
- (d) When it is determined that need exists for the performance of flagging service on a regular basis, regular flagging assignments will be advertised for five days per week (Monday through Friday).
- (e) Regular flagging positions shall be abolished by not less than forty-eight (48) hours' notice, in writing.
- (f) No change will be made in the practice currently in effect as to the number of employees or manner in which protection is ordered or provided.
- (g) In the event a unit of the contractor's equipment becomes idle, the crew assigned thereto may be temporarily separated to perform flagging work at any other location within the area.

**ARTICLE 32**  
**General Duties**

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

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

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

### **ARTICLE 33 Jury Duty**

(a) Trainmen required to serve on juries will be allowed what they would have earned had they remained at work and will not be required to remit to the Carrier any of the fees and expenses earned while on jury duty. Offsets will not be considered as reductions in straight time earnings for pension purposes.

(b) Regular assigned trainmen are to receive the earnings of their assignment on the particular day or days served on jury duty.

(c) Guaranteed Extra List employees will be paid the earnings they could have made (mark-up or job they could have covered).

(d) Serving as a juror will not cause a trainman to become ineligible for relief day work, provided sufficient notification of his/her availability is given to the Crew Dispatcher.

(e) Train Service employees will be required to notify the Crew Dispatchers' Office prior to 8:00 p.m. on the preceding day advising them if they will be continuing on jury duty. Failure to so notify the Crew Dispatchers' Office will be deemed a "run failure."

### **ARTICLE 34 Classifying Cars**

Crews shall not be required to take cars out of a terminal solely for the purpose of classifying them outside of that terminal. If such service is required of crews, they will be entitled to one (1) day's pay at the straight time rate of pay.

### **ARTICLE 35 Train Orders**

Conductors will not be required to copy train orders, clearance messages, "K" cards, or other messages where block operators are employed. If such service is required, the Conductor will be entitled to one (1) day's pay at the straight time rate of pay.

### **ARTICLE 36 Designation Of Tracks**

Interchange tracks shall be designated by the Chief Transportation Officer.

### **ARTICLE 37 Switching Limits**

Switching limits shall be designated by the Chief Transportation Officer. At the present time the switching limits are as shown in Appendix C.

**ARTICLE 38**  
**Qualifying On Amtrak**

Trainmen required to qualify or re-qualify on Amtrak tracks shall be paid for qualifying on the following basis:

- (a) Regularly assigned trainmen held off their assignment shall be paid actual time lost.
- (b) On relief days they shall be paid eight (8) hours at the time and one-half rate of pay.

**ARTICLE 39**  
**Runarounds**

Trainmen, available on their relief days who were entitled to be used but were not used because of trainmen being called out of turn, shall receive the earnings of the assignment, at the applicable rate of pay, that they would have worked had they not been improperly bypassed.

Trainmen on guaranteed extra list assignments who are used out of turn shall receive the difference between their actual earnings and the assignment they would have worked had they not been used out of turn.

**ARTICLE 40**  
**Called - Not Used**

Trainmen available on their relief days who are called or required to report and released without having performed service will be paid four (4) hours at the applicable straight time rate of pay and shall retain their relative standing on the relief day list. In the event such trainman is not notified prior to his/her reporting that the service for which called is annulled, he/she will receive eight (8) hours at the applicable straight time rate of pay and shall be considered as used.

Trainmen on guaranteed extra list assignments who are called or required to report and released without having performed service will be considered as used and will receive eight (8) hours at the applicable rate of pay. Trainmen so affected will, in addition to being considered as used for the day, be placed back on the bottom of the extra list.

**ARTICLE 41**  
**Presentation Of Claims For Compensation**

(a) A claim for compensation alleged to be due may be made only by an employee, or on his/her behalf, by a duly accredited representative, in writing, to the employee's immediate supervisor not later than 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 nor allowed.

(c) When claims for compensation alleged to be due have been presented in accordance with the foregoing paragraph (a) 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) calendar days, the claim shall proceed to the next step in the grievance process. Further, the Carrier shall pay a two-hour penalty on the claim and the claim shall proceed through the grievance process on its merits.

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

(e) 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.

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.

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

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

(h) Decision by the highest officer designated by the Railroad to handle claims shall be final and binding, unless within 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 the employee's 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.

#### **ARTICLE 41A** **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 Company and the organizations representing the various crafts and classes of its employees concerning the jurisdiction of work is attached as Appendix D.

#### **ARTICLE 42** **Discipline**

(a) Employees shall not be suspended nor dismissed from the 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 Trainmen.

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

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

(g) If the employee desires to be represented at such trial, he/she may be accompanied by a representative of the United Transportation Union or a representative whom the employee 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 Chief Transportation Officer at least ten (10) calendar days prior to the date on which the discipline is to become effective, but not later than ten (10) calendar days following the trial, except that in cases involving dismissal, such dismissal may be made effective at any time after decision without advance notice. If the discipline to be applied is suspension, the time the employee is held out of service prior to the serving of the notice of discipline shall be applied against the period of suspension.

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

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

(l) Employees dissatisfied with the decisions of the Carrier's highest designated officer shall have the right to appeal, either in person or through their duly accredited representative, to a special board of adjustment established pursuant to this Article, 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 Article 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 the employee's record, the employee shall be reinstated to service with his/her seniority unimpaired, and the employee 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 trial.

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

(p) Upon notification that there is a case to be docketed for a hearing before the board, the Carrier will contact those persons selected or designated to serve on the special board of adjustment. 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 Article. If, upon completion of such investigation any discipline is to be imposed, the foreign railroad shall recommend in writing to this Carrier's Chief Transportation Officer the discipline that railroad deemed appropriate. If the Carrier's Chief Transportation Officer 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 Article 42 hereof. Nothing in this paragraph shall be construed as an abrogation of any right held under the paragraphs of Article 42.

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

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

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

(t)(1) Employees who are placed on disciplinary suspension will be offered uninterrupted trainmen's health and welfare benefits coverage for a period of six months.

(2) Employees who are dismissed from service as a result of disciplinary action will be afforded uninterrupted trainmen's health and welfare benefits coverage effective from the date of dismissal, provided appeals action is instituted and progressed in strict compliance with the procedures established for docketing cases for hearing and adjudication by Special Board of Adjustment No. 884 (employees who elect to accept a trial waiver will also be covered); in the event Special Board of Adjustment No. 884 is closed, the subsequent expedited procedure will control.

(3) This continued benefit coverage will terminate with the rendering of the Board's decision upholding the dismissal or at the end of the sixth calendar month from the date the Notice of Discipline is issued, whatever comes first.

(4) In the event the Board's decision is not rendered within six months due to referee delay or for other extraordinary circumstances beyond the control of the parties, an appropriate extension can be arranged by mutual agreement.

(5) In the event an employee remains on suspension for longer than six months or an extension has not been granted to a dismissed employee who is appealing his/her dismissal through the grievance procedure, such employees may elect to have their health and welfare benefits continued after six months provided they pay the full premium payments to Carrier before the beginning of the seventh and each subsequent month until they return to

service or until the dismissal is affirmed by Board award, or the appeal process is otherwise ended. Employees who fail to pay the full premium payment before the beginning of each extension month will have their health and welfare benefits suspended, and these benefits will not be reinstated until they return to service.

**ARTICLE 43**  
**Placement Of Disabled Trainmen**

Nothing in this Agreement shall preclude the assignment in any service of a disabled trainman to any position of utility brakemen or collector, or the removal of the employee from a utility brakemen or collector position to permit the placement of a disabled trainman when agreed to by the Chief Transportation Officer and the General Chairman of the United Transportation Union.

In the application of the foregoing, seniority shall govern.

**ARTICLE 44**  
**Stabilization Of Force**

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

**ARTICLE 45**  
**Controversial Matters**

Controversial matters on which the General Chairman of the United Transportation Union and the Chief Transportation Officer are unable to reach agreement may be handled by the General Chairman of the United Transportation Union with the Labor Relations Department.

**ARTICLE 46**  
**Union Shop**

Provisions of Agreement effective July 1, 1952 (Appendix M), are applicable.

**ARTICLE 47**  
**Check-Off Agreement**

Provisions of Agreement effective September 1, 1953 (Appendix N), are applicable except that in conformity with the constitution of the United Transportation Union the term "Lodge" shall be considered "Locals" and the position "Collector" considered "Treasurer" and the Lodge numbers shown will be changed to Local Nos. 645 and 1831.

**ARTICLE 48**  
**Rain Gear - Parka**

A set of rain gear (hat-jacket-pants-shoes) will be provided the train service employees in Freight and Yard Service. Effective October 1, 1980, a "Parka" will be provided to train service employees in Freight and Yard Service.

**ARTICLE 49**  
**Personal History File**

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

**ARTICLE 50**  
**Bereavement Allowance**

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

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

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

(d) A holiday occurring during the three (3) day bereavement allowance will be considered a working day, and employees scheduled to work on the holiday will be allowed the rate they would have received had they remained at work. Employees who are not scheduled to work on the holiday will not have the holiday considered as a working day, and the bereavement leave will be extended by one day.

(e) Bereavement leave will not be granted for deaths occurring while the employee is on vacation.

(f) It is further understood that in all other respects this rule will be applied consistent with its application for all other organizations. The intent of these applications is to ensure that an employee is not made "better off" (i.e., receives double payment) as the result of a death.

(g) Compensation for bereavement leave will be as provided in Article 16 (Personal Leave), paragraph (e).

**ARTICLE 51**  
**Moratorium Clause**

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

THIS RULEBOOK IS A COMPILATION OF EXISTING AGREEMENTS IN EFFECT BETWEEN THE LONG ISLAND RAIL ROAD COMPANY AND THE UNITED TRANSPORTATION UNION FOR USE AS A REFERENCE TOOL AND IS NOT A SUBSTITUTE FOR ORIGINAL DOCUMENTS.



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

## APPENDIX B

### Sick Leave

**Agreement of July 3, 1969  
(as amended up to and including  
Agreements effective December 18, 2003, December 6, 2007  
and  
Letter Agreement of April 30, 1996)**

#### 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, the Carrier will also establish as of July 3, 1969, the following "bank" based on the employee's previous years of service:

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

(c) The sick leave allowance provided in (a) of this Section which remains unused at the end of each sick leave year will be added to the 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) months 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) 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 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.

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

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

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

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

(e) No sick leave credits will be earned or accrued by employees engaged for temporary or seasonal employment; employees hired for summer work, or employees subject to rules governing probationary periods.

(f) No sick leave credits will be applied to an employee's bank during periods covered by leave of absence except where such leaves have been granted for military duty, full or part time union activities or while engaged on official 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 (Brotherhood of Railroad Trainmen) 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) and (b), whichever is applicable.

## **Section 2**

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

## **Section 3**

(a) Sick leave allowance granted by this Agreement will be based on and paid for at the basic daily rate of pay of the employee's regular assignment in his/her grade of service (eight times hourly rate) and shall not, under any circumstances, include overtime, arbitraries, penalties or any other increment which either regularly accrues to the employee or which may have been earned by another employee during the sick employee's absence should his/her position be filled. 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 Section 1(d)(6) above. 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 will be cancelled and rescheduled for a later date in accordance with the requirements of the service. The vacation will be re-scheduled 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 alcoholics or narcotics.
2. Absences due to any form of public misbehavior in which employee is found guilty as a result of civil action.

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

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

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

(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 will have a lien against and is entitled to be reimbursed or to deduct from any recovery or settlement resulting from such action or proceeding up to the extent of the benefits so paid.

## Section 7

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

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

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

(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 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 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 appropriate superior and must also give notice to such superior of any subsequent change in the place where he/she can be found. Where it is impossible to give such notice within the time prescribed herein, it must 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 will have caused such notice to be given. Failure to cause such notice to be given as herein provided will 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 of sickness by telephone or other means available to the 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**

Effective January 1, 2004, the Carrier will discontinue the deduction from sick pay of the daily sick leave benefits an employee is entitled to under the Railroad Retirement Unemployment and Sickness Act (RRUSA). Such employee who receives sick pay from the Carrier which is not so reduced shall not apply for daily benefits under the Act for those days paid. Filing for Railroad Retirement sickness benefits while receiving full sick pay may be 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 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 benefits will not be considered as reductions in an employee's straight time earnings for pension purposes.

## **Section 10**

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

## APPENDIX C

### Switching Limits

#### **Long Island City:**

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

#### **Fresh Pond - Bushwick:**

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

#### **Jamaica Area:**

Easterly switching limits Main Line, Queens Interlocking, excluding Belmont Race Track; Montauk Branch, St. Albans Crossover; Atlantic Branch, Hall Interlocking. Westerly switching limits Main Line, Metropolitan Avenue (Jay Interlocking); Montauk Branch, Crossover switches west of Richmond Hill Station; Atlantic Branch, Dunton Interlocking. When passenger trains are disposed of or secured at a point more than one train length east of the home signal on secondary five or six tracks, transportation will be provided. MU drill crews will be restricted to the territory formerly served, i.e., one train length east of Hall (including east and west lay-up and pocket tracks, Main Line) but with the addition of secondary five and six tracks as outlined above.

#### **Brooklyn:**

Van Interlocking, including Flatbush Avenue area and VD Yard.

#### **Babylon (Passenger Switching):**

Babylon Interlocking limits, including Babylon Yard.

#### **Note:**

The passing of switching limits by a yard move for the purpose of reversing direction or clearing a switch and/or signal will not be a violation of the switching limits. In all the above switching limits it is understood and agreed that the switching limits include all yards, team tracks and private sidings on both sides of the main track.

Crossovers or fixed locations referred to herein shall be understood to mean the location in effect as of the signing of this Agreement. Any future change will be subject to agreement between the General Chairman of the United Transportation Union and the Chief Transportation Officer.

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

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

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



## APPENDIX E

### Movement Of Equipment At Richmond Hill Maintenance Facility

January 3, 1984

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

Gentlemen:

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

Upon completion of track work necessary to accomplish this Agreement, Track Nos. 1 through 13, located in that portion of the Jamaica Storage Yard identified as the Cleaning Yard, will be serviced by employees represented by the United Transportation Union and the Brotherhood of Locomotive Engineers in that either road or yard crews will pick up or dispose of trains assigned to any of these tracks. This will not preclude hostlers or change of engine crews from moving engines in the Storage Yard area commensurate with their respective duties. The movement of diesel locomotives and/or power units to and from the Richmond Hill Maintenance Facility will be handled by the Hostlers who will utilize the Whiting Car Mover, "dinky" and/or engine to complete the above movement.

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

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

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

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

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

The Carrier will not reduce its current level of forces as a result of this Agreement with respect to the craft's signatory hereto.

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

Signatures not reproduced.  
Attachments not included.

## APPENDIX F

### Operating Department Periodic Rules Examinations

#### Agreement by and between The Long Island Rail Road (the Carrier) and its Train Service Employees represented by the United Transportation Union (the organization) governing periodic rules of the Operating Department Examinations.

**IT IS AGREED**, effective immediately:

A. The Carrier, in the interest of safety of operations and to assure proper knowledge and application of its operating rules, requires that all train service employees be examined periodically to determine their continued maintenance of the highest level of qualification previously achieved and held, regardless of the position they currently hold. These examinations may be written, oral, or a combination thereof, and will be administered as directed by the Chief Transportation Officer.

B. These examinations will be required on a regular basis, with employees being scheduled within approximately thirty (30) calendar days of the anniversary date of their last periodic examination of their most recent promotion/qualification, whichever is later. The frequency of these periodics will be as determined by the Carrier, consistent with its current requirements; it is presently set at three (3) years. A minimum of thirty- (30) calendar days' notice will be given to employees to report for the above periodic examinations.

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

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

E. A train service employee who fails to pass a periodic rules of the Operating Department examination for conductor will be immediately restricted from working any position except as outlined below and will be subject to the following procedures:

1. On failing the examination, the employee will immediately be assigned a date for re-examination as conductor not less than thirty (30) calendar days later.

2. During the period until the re-examination, the employee may elect to:

(a) if in passenger service, return to compensated service on his regularly held position as a brakeman or collector, or as a brakeman or collector working off the guaranteed extra list only if he does not hold a regular position; or

(b) if in freight service, return to compensated service as a road freight brakeman; or

(c) apply for uncompensated leave.

Regardless of the option chosen, the re-examination must be taken on the scheduled date.

3. On failing the re-examination the employee will immediately be assigned a date for a second re-examination as conductor not less than thirty (30) calendar days later. During the period until this re-examination, the employee may elect to:

(a) if in passenger service, return to compensated service as a collector, if such position is owned, or as a collector working off the guaranteed extra list only if he does not hold a regular position as a collector; or

(b) if in freight service, return to compensated service as a yard brakeman working off the guaranteed extra list; or

(c) apply for uncompensated leave.

Regardless of the option chosen, the re-examination must be taken on the scheduled date.

4. A train service employee failing to pass a periodic rules of the Operating Department examination for brakeman will be immediately restricted from working any position except as specified below, and subject to the following procedures:

On failing the examination, the employee will immediately be assigned a date for re-examination as brakeman not less than thirty (30) calendar days later. During the period until the re-examination, the employee may elect to:

(a) if in passenger service, return to compensated service as a collector if such position is owned, or as a collector working off the guaranteed extra list only if he does not hold a regular position as a collector; or

(b) if in freight service, return to compensated service as a yard brakeman working off the guaranteed extra list; or

(c) apply for uncompensated leave.

Regardless of the option chosen, the re-examination must be taken on the scheduled date.

F. The option to return to passenger service assignments shall not be available to those employees restricted from working in passenger service.

G. Employees electing to return to brakeman or collector assignments must, during the period of such service:

(a) refuse any assignment other than that specified even if offered or assigned through administrative error.

(b) upon reporting for collector assignments, notify the conductor of each train on that assignment of their restricted status.

H. If a re-examination is passed, the employee will be restored to the same status that was held before the initial failure.

I. If the second re-examination under Step 3 for conductors or re-examination under Step 4 for brakemen is failed, the employee will immediately be removed from service. He must then appear for re-examination as scheduled each month until he successfully re-qualifies for the position for which he was originally examined, or a period of six (6) months from the date the initial examination expires, whichever occurs first. During this period, the employee will be scheduled for one examination per month, except that upon application, and at the discretion of the Carrier, an additional two examinations may be granted during the six-month period. Employees will not be compensated for time spent taking re-examinations.

J. An employee who fails to demonstrate, within the above-specified period, that he has maintained his highest level of qualification previously achieved and held will be deemed to have committed a major offense, subject to Article 42 - Discipline of the current Schedule of Working Conditions. The periodic rules of the Operating Department examinations shall not be considered to be a "formal statement" within the meaning of Article 42(c).

This Agreement supersedes all previous agreements, understandings, and practices within which it may be 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 4th day of February 1975.

Signatures not reproduced.

## APPENDIX G

### Special Board Of Adjustment For Discipline

#### AGREEMENT BETWEEN THE LONG ISLAND RAIL ROAD COMPANY AND UNITED TRANSPORTATION UNION

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

#### IT IS AGREED:

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

2. The Board shall have jurisdiction over disciplinary disputes. No other claims or grievances shall be submitted to the Board.

3. The Board shall consist of three members to wit:

(A) The "Carrier Member," appointed by the Carrier, shall be Mr. James J. Miller, Acting Chief Personnel Officer, The Long Island Rail Road.

(B) The "Employee Member," appointed by the Employees, shall be Mr. Edward Yule, Jr., General Chairman, United Transportation Union.

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

(D) The "Chairman and Neutral Member" of the Board will be as agreed upon between the parties; the following persons having meantime been selected to serve on the Board in such a capacity on a rotating basis for the number of months shown during each one-year period:

- |                    |          |
|--------------------|----------|
| 1. Irwin Lieberman | 3 Months |
| 2. Richard Kasher  | 3 Months |
| 3. George Roukis   | 3 Months |
| 4. Daniel House    | 3 Months |

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

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

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

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

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

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

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

8. The Board shall make findings of fact and render an award on the disputes submitted to it, except if a dispute is mutually withdrawn from the Board. Such findings and awards shall be in writing, and shall be rendered

within thirty (30) calendar days from the completion of the hearing of the dispute. Copies shall be furnished the respective Parties. The awards shall be final and binding on both Parties to the dispute as provided by Public Law 89-456; and if in favor of the petitioner, shall direct the other Party to comply therewith on or before the day named.

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

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

Signed at New York, New York, this 31st day of March 1978, as amended October 30, 1980.

Signatures not reproduced.

**APPENDIX G (CONTINUED)**  
**AGREEMENT BETWEEN**  
**THE LONG ISLAND RAIL ROAD COMPANY**  
**AND**  
**UNITED TRANSPORTATION UNION**

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

**IT IS AGREED:**

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

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

3. The Board shall consist of three members to wit:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR THE UNITED TRANSPORTATION UNION:

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

FOR THE CARRIER:

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

## APPENDIX H

### Health & Welfare

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

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

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

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

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

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

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

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

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

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

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

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

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



## **APPENDIX I**

### **Pension Plan**

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

**APPENDIX J**

February 14, 1989

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

Dear Mr. Yule:

This will confirm our agreement concerning employees in the crafts or classes of Carmen and Maintenance of Way Employees who transfer into Train Service as Assistant Conductors.

1. Employees whose applications to transfer to Train Service are accepted by the Carrier will be placed on the appropriate step of the Assistant Conductor's wage progression based upon their total number of calendar days of employment, provided that employees who have reached the full rate in their prior craft will be given the full Assistant Conductor rate without regard to length of prior service.

2. An employee's seniority will be frozen on his prior roster at the time of transfer. Each year the employee will be moved to a new roster position based on his frozen seniority, behind active employees with more service, at the time-revised rosters are posted. An appropriate notation will appear on the roster to indicate the employee's inactive status.

3. An employee who transfers to Train Service will begin to accrue seniority on the Assistant Conductor's roster in accordance with the Trainmen's Agreement.

4. When the employee successfully qualifies as a Conductor, he will be removed from the seniority roster of his prior craft and will forfeit all accrued seniority in the prior craft.

5. If the employee fails the tests required to qualify as a Conductor, he will revert to his prior craft and resume accruing seniority in the prior craft. The employee will forfeit all Train Service seniority.

6. An employee who has transferred to Train Service may voluntarily revert to his prior craft at any time before qualifying as a Conductor. The employee will resume accruing seniority in the prior craft and will forfeit all Train Service seniority.

7. Each employee in the crafts or classes of Carmen or Maintenance of Way Employees may avail himself of the provisions of this agreement one time during the employee's service with the Carrier.

This agreement is not intended to conflict with the consent decree in Capers v. LIRR. Should any such conflict be found to exist, the terms of the consent decree will govern.

Very truly yours,

/s/ David M. Cohen  
Director-Labor Relations

I CONCUR:

/s/ Edward Yule, Jr.  
General Chairman

APPENDIX K

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 L**

March 11, 1997

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

Re: New Hire Evaluation Program-Train Service

Dear Mr. Canino:

This will confirm our agreement reached on March 7, 1997 regarding the above-referenced program.

In order to improve the evaluation of New Hire Train Service employees, the Carrier will institute this program utilizing certain qualified conductors who wish to participate in the program.

Train Service employees who volunteer to be Evaluators must be qualified Conductors and will be selected at the sole discretion of the Carrier. Assignment of New Hires to Evaluators shall also be at the sole discretion of the Carrier.

New Hires will be scheduled to work with an Evaluator on his/her job for approximately five working days. The Evaluator will instruct and familiarize the New Hire with the duties and responsibilities of the Assistant Conductor position during this period.

The Evaluator shall fully complete the company-supplied evaluation form for each on duty period spent with the New Hire. The Evaluator shall be paid one hour at the Conductor straight time rate of pay for each on-duty period spent with the New Hire provided a completed evaluation form is turned in to the Carrier.

New Hires may be assigned with a Collector for this evaluation period, however, when New Hire assignments are made to a regular crew, the Conductor on the crew shall normally receive the assignment. Should a Conductor be trimmed or otherwise assigned to an Assistant Conductor job, the New Hire shall remain with the Evaluator for the remainder of the assignment.

Once an assignment is made to an Evaluator, he/she must advise the appropriate Transportation Manager of any off-duty status as soon as possible so that the New Hire may be reassigned.

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

Very truly yours,

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

I CONCUR

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

cc: J. Dietz  
S. M. Drayzen  
R. P. Kenny  
D. C. Kutzbach

## APPENDIX M

### Union Shop Agreement

#### IT IS AGREED:

(1) Subject to the terms and conditions hereafter set forth, as a condition of continued employment, within sixty (60) calendar days following the date on which they first perform compensated service under the provisions of the Agreement entered into by and between the parties hereto effective March 1, 1948 governing the hours of service, rate of pay and working conditions of Road and Yard Conductors, Ticket Collectors, Road and Yard Brakemen and Switchtenders, or within 60 calendar days of the effective date of this Agreement, whichever is later, all employees in the classes or crafts represented by the United Transportation Union shall become and remain members of the United Transportation Union, provided; that this Agreement shall not require such condition of employment with respect to employees to whom membership is not available upon the same terms and conditions as are generally applicable to any other members or with respect to employees to whom membership has been denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.

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

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

(3) Employees who now occupy, or who may hereafter accept official positions with the Carrier and who, while filling such positions, retain seniority in accordance with the provisions of the Trainmen's Rules Agreement referred to in Paragraph (1) hereof, employees furloughed in force reduction, employees furloughed for military service, or employees who are off duty on account of sickness, disability or on leave of absence (including employees furloughed as provided in the G.I. Bill of Rights), for periods in excess of thirty (30) calendar days, will not be required to maintain membership as provided in Paragraph (1) hereof so long as they remain on such furlough or leave of absence or are off duty on account of sickness or disability, but they may do so at their option. If and when such employees return to any service covered by the aforementioned Trainmen's Rules Agreement, they shall, as a condition of their continued employment subject to such agreement, comply with the provision of paragraph (1) hereof within thirty (30) calendar days of such return to service.

Employees now subject to the provisions of this Agreement who are promoted to non-represented management positions, on or after August 7, 1980 shall, as a prerequisite to retaining seniority on the roster(s) from which promoted, be required to retain full membership in good standing.

It is understood the foregoing modification will not be applied to employees currently occupying non-represented management positions.

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.

(4) The Union will keep account of the employees in the classes of crafts described in paragraph (1) hereof, and will ascertain the status of such employees under the membership requirements of this Agreement. The Director-Labor Relations shall, however, furnish to the General Chairman, in writing, within ten (10) calendar days of beginning of employment, the names and addresses of all employees entering the service in the classes or crafts described in paragraph (1) hereof, after the effective date of this Agreement.

(5)(a) The General Chairman will notify the Director-Labor Relations, in writing, of the identity of any employee whose employment he requests be terminated by reason of failure to comply with the terms of this Agreement. Upon receipt of such notice and request, the Carrier will, as promptly as possible, but within ten (10) calendar days of such receipt, notify the employee concerned, in writing by certified letter, return receipt requested, sent to his last recorded address, that he is charged with failure to comply with the terms of this Agreement. Copy of such notice shall also be given to the General Chairman. Any employee so notified who disputes the fact that he has failed to comply with the terms of this Agreement shall, within a period of ten (10) calendar days from the date of receipt of such notice, request the Director-Labor Relations, in writing, to accord him a hearing. Such request shall be honored by the Director-Labor Relations and a date set for the hearing as soon as possible but within ten (10) calendar days of the date of receipt of request therefor. Copy of notice of such hearing shall be given to the General Chairman. The receipt by the Director-Labor Relations of a request for a hearing shall operate to stay action on the request of the Union for termination of the affected employee's service until the hearing is held and a decision is rendered. In the event the employee concerned fails to request a hearing as provided herein, he shall forfeit all

seniority under the United Transportation Union Agreement and his service under that Agreement shall be terminated at the end of a period of ten (10) calendar days from the date of receipt by the employee of the notice from the Director-Labor Relations that he has not complied with this Agreement, unless otherwise agreed to, in writing, by the Director-Labor Relations and the General Chairman.

(b) Based on the evidence produced at the hearing, a decision shall be rendered within ten (10) calendar days of the hearing date and the employee and the General Chairman shall be promptly advised thereof. A transcript of the record at such hearing will be made and a copy thereof shall be furnished to the General Chairman and the employee involved. If the decision is that the employee has not complied with the terms of this Agreement, he shall forfeit all seniority under the United Transportation Union Agreement and his service under that Agreement shall be terminated within ten (10) calendar days of the date of said decision, unless the Director-Labor Relations and the General Chairman agree otherwise, in writing.

(c) The decision of the Director-Labor Relations shall be final and binding unless within ten (10) days after written notice of the decision of said officer, he is notified in writing, by the General Chairman that his decision is not accepted. In the event the Director-Labor Relations' decision is rejected, further procedure will be had as agreed upon by the parties hereto within ten (10) calendar days.

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

(e) Discipline rules contained in the United Transportation Union Agreement shall not apply to cases arising under this Agreement.

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

(7) No part of this Agreement shall be used in any manner whatsoever as a basis for a grievance or time claim by or on behalf of any employee; and no part of the Schedule Agreement covering rates of pay and working conditions shall be used as a basis for a grievance or time claim by or on behalf of any employee predicated upon an alleged violation, misapplication or non-compliance with any part of this Agreement relating to Union Shop.

(8) This Agreement is in full, final and complete settlement of the notice served upon the Carrier on January 25, 1951, and shall become effective July 1st, 1952, and shall remain in full force and effect thereafter until revised or amended in the manner prescribed by the provisions of the Railway Labor Act, as amended.

## APPENDIX N

### Check-Off Agreement

#### IT IS AGREED:

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

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

(3) Revocation of Assignment shall be in the form specified in Attachment "B" hereto and both the Wage Assignment and Revocation of Assignment forms shall be 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 for the delivery of said forms to the Auditor of Disbursements of the Carrier.

(4) The Collector of Lodge No. 517 and the Auditor of Disbursements of the Carrier on or before the 10th day of the month, a statement in triplicate, certified by him showing the sums so due from each such employee to apply to deductions to be made from wages earned by such employee for the second payroll period of the same month. Statement shall be arranged in alphabetical order with the name shown - first name or initials first and the same as names are shown on pay drafts. Names to be added or removed shall be furnished by the aforesaid Treasurer or Collector in the same form as the original statement.

(5) 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, subject to the provisions of this Agreement, by voucher payable to the Order of the Union, pay to the Collector of Lodge No. 517 and the Treasurer of Lodge No. 1090, the total amount of such deductions on or before the last day of each calendar month, for deductions made from wages due and payable for the second pay period of the current month. Receipt of such voucher by the Treasurer or Collector shall fully discharge the Carrier in respect to all amounts covered thereby.

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

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

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

(8) Responsibility of the Carrier under this Agreement shall be limited to remitting to the Union, as herein provided, amounts actually deducted from the wages of employees hereunder, and the Carrier shall not be responsible for failure to make deductions or for making improper or inaccurate deductions.

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

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

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

(12) This Agreement shall become effective September 1, 1953, and shall remain in effect thereafter until revised or terminated in the manner prescribed by the provisions of the Railway Labor Act, as amended.



## APPENDIX O

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

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

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

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

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

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

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

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

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

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

Very truly yours,

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

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

**APPENDIX P**

January 12, 2000

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

Re: Absence due to Sickness-Certificate from Medical Examiner-Trainmen

Dear Mr. Canino:

In the interest of increasing operational efficiency of our Medical Department, the Carrier would like to extend the requirement for securing a certificate from the Medical Examiner for return to duty after sickness from seven calendar days to fifteen calendar days.

Presently, under Article 8(c), Trainmen who are absent on account of illness for more than seven calendar days are required to obtain and present to the Crew Dispatcher or Manager-Transportation Crew Management Services of the Transportation Department, a certificate from the Medical Examiner (AR-3) certifying their fitness for duty before being permitted to return to work.

Therefore, the Carrier proposes that Article 8(c) be amended so that all references to the phrase "six calendar days" be changed to the "fifteen calendar days."

If you agree to the foregoing, please sign in the space provided below.

Very truly yours,

John W. Bernet  
Vice President – Labor Relations

I CONCUR

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

APPENDIX Q

May 18, 2000

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

Re: Me Too Provision 1999 – 2002 Agreement

Dear Mr. Canino:

The 1999-2002 Agreement between the Carrier and your organization contained a Me Too provision applying to subsequent agreements reached by other organizations during the 1999-2002 negotiating round.

The Carrier recently reached an agreement with the Brotherhood of Locomotive Engineers on extending health coverage to domestic partners of engineers. In return for this coverage, the BLE agreed to change the requirement for receiving a physical examination upon return to duty from seven days to fifteen days.

In accordance with the Me Too provision of our agreement the Carrier will offer both provisions to your organization. Since one was a quid pro quo for the other, your organization, if interested, must take both provisions. If you have already agreed to the 15 day provision, then only the Domestic Partner coverage will be offered.

Please sign in the space provided below if your organization desires to agree to these two provisions.

Very truly yours,

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

I Agree:

        /s/          
Michael J. Canino  
General Chairman, UTU

        5/24/00          
Date

APPENDIX R

December 27, 2000

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

Re: Article 5, "Training and Qualification"

Dear Mr. Canino:

This will confirm your discussions with the Transportation Department concerning proposed modifications to Step 2 of Article 5 of the UTU (Trainmen) – Long Island Rail Road Agreement.

It was agreed to modify Step 2 of the Road Conductor training program by adding one (1) day of training. Accordingly, Step 2 for the Road Conductor program shall now read:

"Six days of instruction will be given on the Operating Rules, Special Instructions and related material."

As a result of this modification, the total training period, exclusive of programmed breaks, will be 28 days for the Road Conductor program.

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

Very truly yours,

/s/

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

I CONCUR:

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

\_\_\_\_\_  
12/27/2000  
Date

cc: R. Neville, R. P. Kenny, D. Corkery, D. Somoza,  
J. J. Dermody, R. Brooks, B. Kaufman,  
R. Strafer, J. Dietz, B. Christopoulos,  
Labor Relations Staff

**APPENDIX S**

January 18, 2001

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

Dear Mr. Canino:

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

Due to the 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 T**

August 7, 2001

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

Re: Trainmen Uniform Trade-Off Proposal

Dear Mr. Canino:

The Long Island Rail Road would like to afford the United Transportation Union the opportunity to offer the Trainmen a Uniform Trade-Off Proposal (proposal is attached for your review).

This proposal would allow the Trainmen to trade certain items which many believe are necessary changes and long overdue. There will be no additional cost to trade these items. Other than the trade-off items, all other items currently issued and procedures for ordering will remain the same. These changes will have to be implemented into the new contract; the current contract expires on April 27, 2002.

Please sign in the space provided below if your organization desires to agree to these provisions.

Very truly yours,

/s/

John W. Bernet  
Vice President-Labor Relations

I CONCUR:

---

Michael J. Canino, General Chairman  
United Transportation Union

cc: L. Mielke  
B. Kaufman  
D. Miller  
S. M. Drayzen  
J. J. Tinghino

Current Uniform Allowance For Trainmen

<u>Initial Issuance</u>	<u>Issuance Thereafter</u>
3 blazers	1 every year
5 trousers	2 pair every year
6 long sleeve shirts	2 every year
6 short sleeve shirts	2 every year
3 ties (tab bows)	3 every year
1 vest	1 every year
2 sweater vests	2 every year
1 overcoat	1 every 3 years
1 solid hat	1 every year
1 mesh hat	1 every year

In addition, Shop Craft, operating personnel and all other personnel required for outdoor working including management.

Issuance\*

Parka  
Eisenhower Jacket  
Boots  
Raingear

\*Issuance and replacement of uniform garments for these categories is subject to contractual agreements with each union.

Proposed Trade-Off Items

Apparel Entitlement

Trade one (1) navy vest every two years

Trade two (2) sweater vests every year

Trade two (2) hats every year

Entitled to one (1) Solid Hat and one (1) Mesh Hat

Trade-Off Item

For one (1) pair of pants.

For two (2) shirts as follows:

Either two (2) short sleeve shirts

Or two (2) long sleeve shirts

Or one (1) short sleeve shirt and one (1) long sleeve shirt

For two (2) shirts as follows:

Either two (2) short sleeve shirts

Or two (2) long sleeve shirts

Or one (1) short sleeve shirt and one (1) long sleeve shirt

All other issued apparel items will remain the same.



APPENDIX U

March 15, 2002

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

Re: Modification to Trainmen's Agreement, Article 17(e) "Vacations"

Dear Mr. Canino,

This refers to the understanding reached concerning this rule.

The parties have agreed to amend that portion of Article 17(e) concerning an employee's ability to utilize one (1) week of vacation in days. The current language on page 42 of the Agreement book provides:

- "1. January 1 to the first Sunday in May
2. The first Monday following the last Friday in October to December 14<sup>th</sup>."

The modified rule will read:

- "1. January 1 through May 14
2. September 15 through December 14."

If the foregoing is acceptable to the Organization, please affix your signature in the space provided and return a copy to my office.

Very truly yours,

/s/

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

I CONCUR:

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

3/11/02  
Date

cc: B. Kaufman, R. P. Strafer, R. D. Bendick,  
J. W. Bernet, G. M. Moran, B. Christopoulos

**APPENDIX V**

December 6, 2007

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

**Re: Definition of Regular Wages**

Dear Mr. Simon:

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

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

Please indicate your concurrence by signing below.

Sincerely,

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

I agree:

\_\_\_\_\_/s/  
Anthony Simon, General Chairman  
United Transportation Union

\_\_\_\_\_  
12/6/07  
Dated

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

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

**APPENDIX W**

August 10, 2006

Mr. Michael J. Canino, General Chairman  
United Transportation Union  
200-B West Main Street, Suite 3  
Babylon, New York 11702

Re: Waiver of Time Limits – Trainmen’s Agreement – Article 41

Dear Mr. Canino:

This is to confirm our long-standing practice regarding the waiver of Article 41 time limits of Claims for Compensation submitted by train service personnel.

The parties shall continue the practice of the mutual waiver of Article 41 time limits until either party to this agreement gives thirty (30) days notice to the other to abrogate.

Unless otherwise agreed to, such notice shall reinstate the Article 41 time limits.

Very truly yours,

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

I Concur:

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

cc: J. Dietz, J. Antonucci, R. Brooks, R. Strafer, D. Huber,  
R. Cassidy, S. Drayzen, M. Capone, J. Tinghino

APPENDIX X

December 4, 2006

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

**Re: Article 4 – Compensation for Extra Trips or Specials**

Dear Mr. Simon:

This will serve to confirm the long-standing interpretation regarding the utilization of train service employees to perform work on "specials."

Train service employees who are pulled from their regular assignments to operate a special train(s) and/or who are pulled from their regular assignment to perform gating work at Shea Stadium station or other locations are entitled to a payment of eight (8) hours at the straight time rate of pay in addition to the earnings of their regular assignment. For an employee whose assignment is to operate special trains only and/or to perform gating at Shea Stadium or other locations (these employees are taken from the guaranteed extra list and/or relief day list), he/she is entitled to be compensated as set forth in the second paragraph of Article 4 (eight hours at the straight time for GXL employees, plus time and one-half for service beyond eight hours and eight hours at the time and one half for initial eight hours plus actual time at time and one half for service beyond eight hours for relief day list employees).

If the foregoing reflects our understanding, please sign in the space provided.

Very truly yours,

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

I Concur:

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

\_\_\_\_\_  
12/4/06  
Date

cc: J. Dietz, W. Gibbons, V. Campasano, B. Kaufman, R. Brooks, J. Boyle, K. Meilick,  
G.M. Moran, M. Capone, L. Kane, K. Layne, Labor Relations Staff

## APPENDIX Y

February 1, 2008

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

Re: Agreement Concerning Utilization of Company Furnished Cell Phones By Train Service Employees

Dear Mr. Simon:

The purpose of this letter is to confirm the parties' agreement concerning an implementation plan for the introduction and use of cell phones by train service employees. The parties agree that the use of such phones will allow for better two-way communication between train crews and the Public Information Office in order to keep the train crews informed about service disruptions, emergencies, train delays, and other issues that may impact upon our customers' use of LIRR or other transportation services. The train crews will then be able to provide more accurate and up-to-date information to our customers on an ongoing basis.

The parties have agreed as follows:

1. The primary purpose of issuing the cell phones will be to facilitate two-way communication between train crews and the Public Information Office (PIO). The PIO will hold the cell phone numbers in a secure database. Except as authorized by the employee, management or others outside of the PIO will not contact the employee on these cell phones.
2. Train Service employees will be issued a cell phone, home charger, hands-free device, battery and belt clip. The cell phone will be considered a required tool to help the train service employees perform their job duties. Employees will report with and carry a charged cell phone at all times while at work.
3. The cell phones will include the following features for use by employees:
  - a. Unlimited free minutes within the VERIZON network.
  - b. Unlimited free night minutes (Monday-Friday, 9:00p.m. to 5:59a.m.).
  - c. Unlimited free weekend minutes (9:00p.m. Friday evening through 5:59a.m. Monday morning).
  - d. 500 free minutes for out-of-network calling during peak hours (Monday through Friday 6:00a.m. through 8:59p.m.)
  - e. Unlimited free text messaging.
4. When off duty (regular days off and before or after work hours) or when not performing service (during meal periods or other break times), employees may utilize the cell phone for personal calls and text messaging. While performing service, employees are prohibited from utilizing the cell phones for personal calls and/or text messaging.
5. The PIO will utilize the cell phones to communicate through telephone calls and/or text messaging. The PIO will be notifying crews of incidents impacting upon a specific train and general information related to LIRR service or other relevant issues that may have an impact upon LIRR customers. The train crews will then make appropriate announcements and keep customers updated regarding such issues. Employees will also provide information to the PIO when requested or as needed.
6. Employees will be required to answer calls from the PIO on a timely basis while on duty. This will include voicemails left for employees who are not able to immediately answer a call because their duties do not allow them to answer immediately or they are in a dead spot, etc. (Employees should not be responding to personal telephone calls or text messages while in service.)
7. Except in unusual circumstances where normal communication regarding train movement has been disrupted, communications related to specific train movement or instructions regarding train movement will continue to take place through the train's radio to tower employees, train dispatchers, or supervision and not through the cell phones.

8. If an employee utilizes more than the 500 out-of-network free minutes during peak hours, he/she will be charged \$.25 for each additional minute of use. The employee will have the ability to self-monitor use of out-of-network free minutes. An employee who exceeds the 500 free minutes will be notified of the amount owed and have the opportunity to request additional information and a review with management prior to repaying the sum through payroll deduction.
9. While on duty, the cell phone will be utilized exclusively in a vibrate mode so as not to disturb our customers or distract other employees. The hands-free device is being provided as a safety feature for off-duty use only. While on duty, the use of the hands-free device is prohibited.
10. GPS locators will not be part of the cell phone program.
11. Employees should not use any "download" features such as games, sounds, etc., that are provided at additional cost. However, should an employee utilize such features, he/she will reimburse LIRR for the cost of such downloads through payroll deduction. Any dispute over such charges will be handled in accord with Paragraph "8" above.
12. Employees will not be held responsible for normal wear of the cell phone.
13. Employees will not be held responsible for unintentionally damaged or lost cell phones unless they lose more than two phones in a three-year period. Under such circumstances, the employee will reimburse LIRR for the cost of the replacement through payroll deduction.
14. Employees may, at their discretion, provide the number of their issued cell phone to Transportation Management and/or Crew Management; however, they are not required to do so. Unless authorized by the employee, management outside of the PIO will not contact the employee on the LIRR issued cell phone.
15. The Nextel phones currently being utilized by certain employees in Road Service will be replaced with new Verizon cell phones, and their use will be governed by this agreement.
16. Employees who are resigning, retiring, leaving train service, or leaving the company for any other reason are required to turn in their cell phone and all related equipment to the Manager of Transportation Administration. The cost of the cell phone and related equipment that has not been returned will be deducted from any monies owed the employee by LIRR.  
  
Train Service employees who do not perform train service duties for thirty (30) calendar days or more due to Leaves of Absence or disciplinary suspensions/out of service will have their cell phone service temporarily suspended until they are restored to service. Employees who are in vacation status will not have their cell phone service suspended.
17. Employees are prohibited from making calls to "dial-it-service" numbers such as 900, 940, 970, 550, 540, etc., and to directory assistance. If such calls are made, the employee will be required to reimburse the cost of such calls to LIRR through payroll deduction.
18. If a cell phone is lost or stolen, the employee will immediately notify the Information Technology Support Center (718-558-8222) and the PIO Office (718-588-8428).
19. If a cell phone is stolen, the employee must also immediately notify the Police Department and obtain a case number and police report that the employee will then forward to the Information Technology Support Center.
20. Employees will notify the Information Technology Support Center at 718-558-8222 if the cell phone is not working properly.
21. If an employee reports for work without the cell phone, for whatever reason, he/she will notify the PIO prior to commencing work and follow the directions given. Likewise, if the phone becomes disabled during the tour of duty, the employee must notify the PIO as soon as practicable.

The parties agree to work together in a cooperative manner to ensure that the use of cell phones by train crews is a helpful tool for train crews to improve upon customer service.



**APPENDIX Z**

July 7, 2008

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

**Re: Representation of trainmen in criminal actions**

Dear Mr. Simon:

This will confirm the following agreement between The Long Island Rail Road Company (LIRR) and the United Transportation Union ("UTU"):

1. In the event that a LIRR trainman is charged with a crime arising out of the discharge of his or her duties with the LIRR, such trainman will be provided with legal representation from William D. Wexler, Esq., 816 Deer Park Ave, North Babylon, NY 11703, who has been selected by the UTU to represent the LIRR's trainmen.
2. Subject to the requirements set forth in paragraph 6 below, in the event that such trainman is acquitted of all charges, and/or all the charges are dismissed against such trainman, the LIRR will pay Mr. Wexler for all reasonable attorney's fees incurred in representing such trainman in the criminal action.
3. In the event that such trainman is not acquitted of all charges, and/or all the charges are not dismissed against such trainman, the LIRR will not pay Mr. Wexler.
4. This agreement satisfies the LIRR's obligations set forth in its bylaws, New York State's Public Officers Law and all other laws and obligations.
5. To the fullest extent permitted by law, the UTU shall defend, indemnify and hold harmless the LIRR and the Metropolitan Transportation Authority (MTA), its subsidiaries and affiliates, and their respective officers, agents and employees, from and against any and all claims, suits, loss or liability arising out of Mr. Wexler's representation of the LIRR's trainmen.
6. Prior to receiving representation by Mr. Wexler, a trainman shall sign a release (annexed hereto as Exhibit A) stating that, to the fullest extent permitted by law, he or she shall defend, indemnify and hold harmless the LIRR and the Metropolitan Transportation Authority (MTA), its subsidiaries and affiliates, and their respective officers, agents and employees, from and against any and all claims, suits, loss or liability arising out of Mr. Wexler's representation of such trainman.
7. A copy of the signed release shall be forwarded to the LIRR's General Counsel prior to the commencement of representation. In the event that such trainman does not sign such agreement, the LIRR will not be required to pay Mr. Wexler in accordance with paragraph 2 above.

If the foregoing is agreeable, please sign and date where indicated below and return to my attention.

Very truly yours,

\_\_\_\_\_/s/  
J. Dennis McGrath  
Acting General Counsel & Secretary



Agreed:

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

\_\_\_\_\_  
7/8/08  
Date

**Exhibit A**

I, \_\_\_\_\_, have been charged with

\_\_\_\_\_  
Incident/Charge Number \_\_\_\_\_.

Pursuant to an agreement between The Long Island Rail Road Company ("LIRR") and my union, the United Transportation Union ("UTU"), the UTU, rather than the LIRR, is permitted to select the attorney to represent me in this matter.

In accordance with that agreement, the UTU has selected William D. Wexler, Esq.

I have agreed to be represented by Mr. Wexler.

To the fullest extent permitted by law, I agree to defend, indemnify and hold harmless the LIRR and the Metropolitan Transportation Authority (MTA), its subsidiaries and affiliates, and their respective officers, agents and employees, from and against any and all claims, suits, loss or liability arising out of Mr. Wexler's representation of me.

\_\_\_\_\_  
Sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

**United Transportation Union**

Trainmen

Title	Year	% Inc.	Rate	Progression For Night Differential*						Notes	
				100%	90%	85%	80%	75%	70%	No.	Eff.
Assistant Conductor & Collector (Occ: 7010=Collector) (Occ: 7020=Asst. Conductor)	1/1/2006	3%	29.542	0.761	0.685	0.647	0.609	0.571	0.533		
	1/1/2007	4%	30.724	0.761	0.685	0.647	0.609	0.571	0.533	1	1/30/2008
	1/1/2008	3.5%	31.799	0.761	0.685	0.647	0.609	0.571	0.533		
	1/1/2009	3%	32.753	0.761	0.685	0.647	0.609	0.571	0.533		
Conductor  (Occ: 7000)	1/1/2006	3%	32.691	0.842	0.758	0.716	0.674	0.632	0.589		
	1/1/2007	4%	33.999	0.842	0.758	0.716	0.674	0.632	0.589	1	1/30/2008
	1/1/2008	3.5%	35.189	0.842	0.758	0.716	0.674	0.632	0.589		
	1/1/2009	3%	36.245	0.842	0.758	0.716	0.674	0.632	0.589		

Notes:

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.