

AGREEMENT

Entered into by and between

THE LONG ISLAND RAIL ROAD COMPANY

and

YARDMASTERS AND ASSISTANT YARDMASTERS

Represented by

**UNITED TRANSPORTATION UNION
YARDMASTERS DEPARTMENT**

**RULES UPDATED THROUGH
OCTOBER 31, 2009**

including

**AGREEMENTS OF
JULY 12, 2004 and DECEMBER 14, 2007**

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RULES UPDATED THROUGH
OCTOBER 31, 2009

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AGREEMENTS OF
JULY 12, 2004 AND DECEMBER 14, 2007

and

RATES OF PAY EFFECTIVE

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

SCOPE

The provisions set forth in this Agreement shall constitute agreement between The Long Island Rail Road Company and its Yardmasters represented by the United Transportation Union, Yardmasters Department, and shall govern the hours of service, working conditions and rates of pay of the respective positions and employees classified herein. At locations where Yardmasters are assigned by the Carrier, they will report to and receive their instructions from the Chief Transportation Officer, or his/her designated representatives. Yardmasters have supervision over employees directly engaged in switching, blocking, classifying and providing for the movement of trains and engines and the distribution of cars therein, and for coordinating the Yardmaster's duties with employees of other departments.

DEFINITIONS

The term "Yardmaster," as used in this Agreement, shall include Yardmaster, Assistant Yardmaster, and employees working as relief or extra Yardmasters and Assistant Yardmasters.

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

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

The position of Yardmaster, as used in the Rate Schedule in this Agreement, shall be understood to mean a position in which the individual is in charge of a trick of the operation.

The position of Assistant Yardmaster, as used in the Rate Schedule in this Agreement, shall be understood to mean a position in which the individual reports to and assists the Yardmaster on the same trick.

SECTION I

Working Conditions

Subject	Page
Advertisement Of Positions -- (Rule 11),	6
Advertisement, Vacancies -- (Rule 12),	6
Appeals From Seniority Date -- (Rule 7),	4
Application For Advertised Positions -- (Rule 13),	6
Application For Former Position -- (Rule 14),	6
Assignment To Vacant Positions -- (Rule 17),	8
Awards -- (Rule 16),	7
Disabled Employee - Displacement Of -- (Rule 23),	9
Disabled Employee - Placement Of -- (Rule 22),	8
Exercise Of Seniority, Changes In Assignment Which Permit -- (Rule 9),	5
Exercise Of Seniority, Circumstances Which Permit -- (Rule 8),	5
Extra Work -- (Rule 25),	10
Forty Hour Workweek -- (Rule 1),	3
Holddown -- (Rule 16(c)),	7
Hours Of Service -- (Rule 2),	3
No Applications From Qualified Employees -- (Rule 19),	8
Official Positions -- (Rule 21),	8
Positions, Qualifying For -- (Rule 18),	8
Probationary Period -- (Rule 10A),	6
Promoted Employees Retaining Seniority -- (Rule 10),	6
Relief Yardmasters Positions - Established And Filled -- (Rule 20),	8
Return From Sickness, Leave Of Absence, Etc. -- (Rule 15),	7
Return To Duty Card -- (Rule 15(b)),	7
Rosters -- (Rule 6),	4
Seniority - Appeals From Date Of -- (Rule 7),	4
Seniority - Date Of -- (Rule 5),	4
Seniority - District -- (Rule 4),	4
Seniority - Exercise Of - Changes In Assignment Which Permit -- (Rule 9),	5
Seniority - Exercise Of - Circumstances Which Permit,	5
Starting Time And Point -- (Rule 3),	4
Supervision Of Assistant Yardmasters - When Not Required -- (Rule 26),	10
Training -- (Rule 24),	9

MASTER INDEX

<u>Subject</u>	<u>Page</u>
Abolishment Of Positions -- (Rule 36(a)).....	19
Advertisement Of Positions -- (Rule 11).....	6
Advertisement, Vacancies -- (Rule 12).....	6
Americans With Disabilities Act -- (Rule 47A).....	28
Appeals - Claims -- (Rule 32).....	16
Controversial Matters -- (Rule 33(b)).....	16
Grievances -- (Rule 33(a)).....	16
Appeals - Grievances -- (Rule 33).....	16
Appeals From Seniority Date -- (Rule 7).....	4
Application For Advertised Positions -- (Rule 13).....	6
Application For Former Position -- (Rule 14).....	6
Assignment - Other Than -- (Rule 41).....	21
Assignment To Vacant Positions -- (Rule 17).....	8
Attending Court/Investigation - Compensation	
Actual Time Lost -- (Rule 34(a)).....	17
Expenses -- (Rule 34(d)).....	17
On Day Not Assigned To Work -- (Rule 34(b)).....	17
Outside Regular Working Hours -- (Rule 34(c)(e)).....	17
Physical Examinations -- (Rule 34(f)).....	17
Automobile, Use Of Private -- (Rule 48).....	28
Awards -- (Rule 16).....	7
Bereavement Allowance -- (Rule 45).....	26
Bids, None From Qualified Employees -- (Rule 19).....	8
Calls -- (Rule 28).....	12
Claims -- (Rule 32).....	16
Computing 40-Hour Workweek - Time Not To Be Included -- (Rule 27(e)).....	12
Definitions.....	1
Differential -- (Rule 40(b)).....	21
Direct Deposit -- (Rule 40).....	21
Disabled Employee - Displacement Of -- (Rule 23).....	9
Disabled Employee - Placement Of -- (Rule 22).....	8
Discipline -- (Rule 31).....	16
Domestic Partner Coverage -- (Rule 50).....	29
Equipment -- (Rule 49(c)).....	29
Established Positions -- (Rule 36(b)).....	19
Examinations, Physical -- (Rule 34(f)).....	17
Exercise Of Seniority, Changes In Assignment Which Permit -- (Rule 9).....	5
Exercise Of Seniority, Circumstances Which Permit -- (Rule 8).....	5
Extra Work -- (Rule 25).....	10
Forty Hour Workweek -- (Rule 1).....	3
Foul Weather Gear -- (Rule 49).....	28
Grievance Procedure -- (Rule 32).....	16
Health & Welfare Benefits -- (Rule 50).....	29
Holddown -- (Rule 16(c)).....	7
Holiday Payment -- (Rule 30).....	13
Hours Of Service -- (Rule 2).....	3
Incidental Work Rule -- (Rule 41A).....	21
Increase In Force -- (Rule 37).....	19
Injuries, Operation Of Motor Vehicles -- (Rule 48(c)).....	28
Jurisdiction Of Work Disputes -- (Rule 33).....	16
Jury Duty -- (Rule 43).....	25
Leave Of Absence -- (Rule 46).....	26
Life Insurance -- (Rule 50).....	29
Meal Allowance -- (Rule 27(f)).....	12
Meal Period -- (Rule 3(c)).....	4
Moratorium Clause -- (Rule 54).....	30
More Than One Tour Of Duty In A 24 Hour Period -- (Rule 27(b)).....	12
Newly Hired Employees, Rates Of Pay -- (Rule 40(c)).....	21

<u>Subject</u>	<u>Page</u>
No Applications From Qualified Employees -- (Rule 19)	8
Official Positions -- (Rule 21)	8
Overtime -- (Rule 27)	12
Panel Of Doctors -- (Rule 47)	26
Parkas -- (Rule 49(a))	28
Payroll Data -- (Rule 40(f))	21
Pension Plan -- (Rule 51)	30
Personal History File -- (Rule 35)	17
Personal Leave -- (Rule 44)	25
Physical Examination -- (Rule 34(f))	17
Placement Of Disabled Employee -- (Rule 22)	8
Positions, Qualifying For -- (Rule 18)	8
Private Automobile - Use Of -- (Rule 48)	28
Probationary Period -- (Rule 10A)	6
Promoted Employees Retaining Seniority -- (Rule 10)	6
PRR Transfer Agreement -- (Rule 39)	19
Qualifying For Positions -- (Rule 18)	8
Rates Of Pay (Appendix A) -- (Rule 40)	21
Reduction In Force -- (Rule 37)	19
Relief Yardmasters Positions - Established And Filled -- (Rule 20)	8
Resolution Of Jurisdiction Of Work Disputes -- (Rule 33)	16
Rest Days, Work On -- (Rule 29)	12
Restricted Duty -- (Rule 47(j))	28
Retention Of Seniority -- (Rule 10)	6
Return From Sickness, Leave Of Absence, Etc. -- (Rule 15)	7
Return To Duty Card (Appendix E) -- (Rule 15(b))	7
Rosters -- (Rule 6)	4
Safety Gear -- (Rule 49(c))	29
Safety Shoes -- (Rule 49(b))	28
Scope	1
Seniority - Appeals From Date Of -- (Rule 7)	4
Seniority - Date Of -- (Rule 5)	4
Seniority - District -- (Rule 4)	4
Seniority - Exercise Of - Changes In Assignment Which Permit -- (Rule 9)	5
Seniority - Exercise Of - Circumstances Which Permit -- (Rule 8)	5
Sick Leave - On-Duty Injury -- (Rule 47(h))	27
Sick Leave - Retirement Payment -- (Rule 47(g))	27
Sick Leave Allowance -- (Rule 47)	26
Stabilization Of Force -- (Rule 38)	19
Starting Time And Point -- (Rule 3)	4
Supervision Of Assistant Yardmasters - When Not Required -- (Rule 26)	10
Supervisory Positions, Promotion To -- (Rule 10)	6
Technological Change - Training -- (Rule 52)	30
Time Claim Presentation Limit -- (Rule 32)	16
Tour Of Duty, More Than One In 24 Hours -- (Rule 27)	12
Training -- (Rule 24)	9
Union Shop And Check-Off -- (Rule 53)	30
Vacations -- (Rule 42)	24
Wage Differentials -- (Rule 40(b))	21
Wage Progression -- (Rule 40(c))	21
Work In Excess Of Eight Hours On Any Day -- (Rule 27(a))	12
Work In Excess Of Five Days In A Workweek -- (Rule 27(d))	12
Work In Excess Of Forty Straight-Time Hours In Any Workweek -- (Rule 27(c))	12
Work On Assigned Rest Days -- (Rule 29)	12

APPENDIX LISTING

	<u>Page</u>
Appendix A	
Rates of Pay,	60
Appendix B	
Sick Leave Allowance	
Agreement of January 1, 1971 As Amended	
Up to and including Agreements of July 12, 2004 and December 14, 2007	
(Referred to in Rule 47),	32
Appendix C	
PRR Transfer Agreement	
Agreement of August 24, 1967,	38
Appendix D	
Jurisdiction of Work Disputes	
Agreement of December 4, 1986	
(Referred to in Rule 33),	40
Appendix E	
Return to Duty Card	
Agreement of May 20, 1952	
(Referred to in Rule 15),	42
Appendix F	
Code 7 Payments	
Letter Agreement of September 30, 1999,	43
Appendix G-1	
Union Shop Agreement	
Agreement of August 29, 1952, Adopted September 16, 1952	
(Referred to in Rule 53),	44
Appendix G-2	
Check-Off Agreement	
Agreement of March 8, 1965	
(Referred to in Rule 53),	49
Appendix H	
Establishment of Senior Yardmaster Positions in the Equipment and Energy Office	
Agreement of June 4, 2001, as amended,	54
Appendix I	
Retirees Not Medicare Eligible Enroll in Empire Plan	
Agreement of January 18, 2001	
(Referred to in Rule 50),	56
Appendix J	
Definition Of Regular Wages	
Agreement of December 14, 2007,	57
Appendix K	
Mentor Program for Senior Yardmasters	
Agreement of March 13, 2008,	58

SCOPE

The provisions set forth in this Agreement shall constitute agreement between The Long Island Rail Road Company and its Yardmasters represented by the United Transportation Union, Yardmasters Department, and shall govern the hours of service, working conditions and rates of pay of the respective positions and employees classified herein. At locations where Yardmasters are assigned by the Carrier, they will report to and receive their instructions from the Chief Transportation Officer, or his/her designated representatives. Yardmasters have supervision over employees directly engaged in switching, blocking, classifying and providing for the movement of trains and engines and the distribution of cars therein, and for coordinating the Yardmaster's duties with employees of other departments.

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Application For Former Position -- (Rule 14),	6
Assignment To Vacant Positions -- (Rule 17),	8
Awards -- (Rule 16),	7
Disabled Employee - Displacement Of -- (Rule 23),	9
Disabled Employee - Placement Of -- (Rule 22),	8
Exercise Of Seniority, Changes In Assignment Which Permit -- (Rule 9),	5
Exercise Of Seniority, Circumstances Which Permit -- (Rule 8),	5
Extra Work -- (Rule 25),	10
Forty Hour Workweek -- (Rule 1),	3
Holddown -- (Rule 16(c)),	7
Hours Of Service -- (Rule 2),	3
No Applications From Qualified Employees -- (Rule 19),	8
Official Positions -- (Rule 21),	8
Positions, Qualifying For -- (Rule 18),	8
Probationary Period -- (Rule 10A),	6
Promoted Employees Retaining Seniority -- (Rule 10),	6
Relief Yardmasters Positions - Established And Filled -- (Rule 20),	8
Return From Sickness, Leave Of Absence, Etc. -- (Rule 15),	7
Return To Duty Card -- (Rule 15(b)),	7
Rosters -- (Rule 6),	4
Seniority - Appeals From Date Of -- (Rule 7),	4
Seniority - Date Of -- (Rule 5),	4
Seniority - District -- (Rule 4),	4
Seniority - Exercise Of - Changes In Assignment Which Permit -- (Rule 9),	5
Seniority - Exercise Of - Circumstances Which Permit,	5
Starting Time And Point -- (Rule 3),	4
Supervision Of Assistant Yardmasters - When Not Required -- (Rule 26),	10
Training -- (Rule 24),	9

RULE 1
Forty Hour Workweek

- (a) The assignment of Yardmasters shall be five (5) days per week.
- (b) There will be established for all employees, subject to the exceptions contained herein, a workweek of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven. The workweeks may be staggered in accordance with the Carrier operational requirements; so far as practicable, the days off shall be Saturday and Sunday. The foregoing workweek rule is subject to the provisions of this Agreement which follow:
- (c) On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.
- (d) Where the nature of work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.
- (e) On positions which have been filled seven days per week, any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.
- (f) All possible regular relief assignments with five days of work and two consecutive rest days will be established in accordance with the provisions of Rules 11 and 12, to do the work necessary on rest days of assignments in six or seven day service or combinations thereof, or to perform relief work on certain days and such types of other work covered by this Agreement on other days as may be required.
- Assignments for regular relief positions may, on different days, include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees where they are relieving.
- (g) If in positions of work extending over a period of five days per week, an operational problem arises which the Carrier contends cannot be met under the provisions of paragraph (b) above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the Carrier nevertheless puts such assignment into effect, the dispute may be processed as a grievance or claim.
- (h) The typical workweek is to be one with two consecutive days off, and it is the Carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of the positions or assignments covered by paragraphs (b), (c) and (d), the following procedure shall be used:
- (1) All possible regular relief positions shall be established pursuant to paragraph (e).
 - (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this Agreement.
 - (3) Efforts will be made by the parties to agree to the accumulation of rest time and the granting of longer consecutive rest periods.
 - (4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
 - (5) If the foregoing does not solve the problem, then some of the relief or extra employees may be given non-consecutive rest days.
 - (6) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.
 - (7) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold additional relief employees.
 - (8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim.
- (i) The expressions "positions" and "work" used in this Rule refer to service, duties or operations necessary to be performed, the specified number of days per week, and not to the workweek of individual employees.

RULE 2
Hours Of Service

- (a) Eight (8) consecutive hours service, exclusive of the time required to make transfers, shall constitute a day, except as agreed upon between the Carrier and the General Chairman.
- (b) The phrase "time required to make transfer" as used in Rule 27 and paragraph (a) of this Rule, includes the time spent by a Yardmaster when being relieved, in transmitting to the relieving Yardmaster the information necessary to enable the latter to fully and completely begin Yardmaster service on the trick to which assigned. A Yardmaster who is required to remain in charge during the time transfer is being made shall not be considered to have accrued overtime.

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

RULE 3
Starting Time And Point

(a) The tour of duty of a regular assignment will not begin or end between the hours of twelve o'clock (12:00) midnight and 6:00 AM except by agreement between the Carrier and the General Chairman.

(b) A regularly assigned Yardmaster shall have a designated time and starting point for going on duty and he/she shall be relieved at the starting point. The term "starting point" as used in this Rule shall be understood to mean any place under the Yardmaster's jurisdiction.

Meal Period

(c) In lieu of providing a meal period to a Yardmaster during a tour of duty, the Carrier agrees to pay each Yardmaster a sum of \$400 on December 1 of each year beginning in 2004, provided that the employee has worked as a Yardmaster since January 1 of that year. Effective January 1, 2005 and January 1, 2006, the \$400 meal allowance shall be increased to \$422 and \$445, respectively. Thereafter, future collectively bargained general wage increases shall be applied to this amount.

RULE 4
Seniority District

The entire Railroad shall constitute one seniority district.

RULE 5
Seniority, Date Of

(a) Effective June 1, 1983, seniority as Yardmasters shall date from the first date that they perform service in the Yardmaster's craft. In the event that two or more employees start the training program on the same date, their standing on the roster will be determined by their length of continuing service with The Long Island Rail Road. In the event that two or more employees start work at the same time on the same date, their birth date shall determine their relative order of seniority, the older being the senior.

(b) The Chief Transportation Officer shall advise the interested General Chairman currently as Yardmasters acquire roster standing, giving date of seniority.

(c) Yardmaster work will not be made available to employees who have heretofore forfeited or who may hereafter forfeit seniority as Yardmaster under other rules of this Agreement.

(d) Unassigned and substitute Yardmasters who decline to perform service as such will not thereafter have Yardmasters work made available to them.

RULE 6
Seniority Rosters

Seniority rosters showing rank, name and seniority dates as Yardmaster will be filed in the office of each Transportation Manager, Assistant Trainmaster and Yardmaster, and will be open to the inspection of all concerned. Rosters will be revised as of January 1 each year, and copies of the roster will be furnished the General Chairman.

RULE 7
Appeals From Seniority Date

(a) A Yardmaster shall have thirty (30) days from the date on which his/her name first appears on the roster, except as otherwise provided in section (b) of this Rule to file a protest with the Chief Transportation Officer, in writing, against his/her seniority date or his/her relative standing as they are shown thereon. In the event that a Yardmaster is absent because of furlough, sickness, disability, or leave of absence, at the time the roster is filed, in accordance with Rule 6, the above time limit of thirty (30) days for filing his/her protest shall commence on the date such furlough, sickness, disability, or leave of absence ends. If no written protest is filed with the Chief Transportation Officer within

the thirty (30) day period, no protest shall be entertained unless the Yardmaster's seniority date or relative standing is changed from that first shown, in which event the Yardmaster in question shall be permitted to file a protest within thirty (30) days from the date of the change.

(b) A Yardmaster, likewise, shall have the same thirty (30) day period in which to protest the omission or removal of his/her name from the first roster from which his/her name was omitted or removed. If no written protest is filed within such thirty-(30) day period, the omission or removal of the Yardmaster's name shall be deemed to be correct and shall not be subject to further protest.

(c) A note shall be placed on each roster stating the time limit for filing protest thereto.

(d) No change in seniority standing of any Yardmaster will be made by the Carrier without conference and agreement with the General Chairman, except for the addition of names of employees retaining seniority under Rule 10 who returned to positions covered by this Agreement after the posting of the preceding roster.

RULE 8

Exercise Of Seniority, Circumstances Which Permit

(a) A Yardmaster who has established seniority as provided in Rule 5 may displace a junior Yardmaster by the exercise of his/her seniority, subject to the provisions of Rule 16(b).

(1) When the permanent vacancy or permanent position to which he/she is regularly assigned is abolished;

(2) When he/she is displaced by a senior Yardmaster from the position to which he/she is regularly assigned;

(3) When he/she returns from a position covered by Rule 10;

(4) When he/she returns to duty after being absent by reason of leave of absence, sickness, disability, or special assignment of thirty (30) days or more;

(5) When he/she returns to duty after being absent by reason of sickness or temporary disability of less than thirty (30) days and his/her regular position has been abolished or he/she has been displaced by a senior Yardmaster;

(6) When he/she is removed from a position under the circumstances set forth in Rule 22(b);

(7) After having established seniority as provided in Rule 5;

(8)(a) When he/she makes application to do so between the first and tenth day of April and similarly the first and tenth day of October in each year.

(b) When a position of Yardmaster or Assistant Yardmaster becomes vacant by reason of the incumbent selecting another position in accordance with the provisions of this Rule, paragraph (a)(8), such vacant position may be selected by another Yardmaster or Assistant Yardmaster who may also desire to exercise his/her rights under this Rule. In the event the vacant position is not filled by selection, same will be advertised.

(c) When a Yardmaster or Assistant Yardmaster is displaced from his/her position as the result of an employee exercising his/her rights under this Rule, paragraph (a)(8), he/she may either select a vacant position or exercise seniority over a junior employee.

(9) When a substantial change is made in the territory he/she is regularly assigned to supervise;

(10) When the starting time of his/her regular assignment is changed by one hour or more, except where such change is caused by Daylight Saving Time;

(11) When change is made in the rate of pay of his/her regular position, except a change resulting from the application of a general wage increase or decrease;

(12) When change is made in the classification of his/her regular position;

(13) When change is made in the assigned rest day or days of his/her regular position.

(b) When a Yardmaster becomes entitled to displace another Yardmaster by the exercise of his/her seniority under the provisions of paragraphs (1) to (7), inclusive, of paragraph (a) of this Rule, he/she shall exercise seniority within five (5) days or forfeit all seniority under this Agreement. If the Yardmaster presents evidence to his/her employing officer that extenuating circumstances prevented the exercise of seniority, the five-(5) day period specified above shall be extended proportionately to the extent of his/her absence on account of such circumstances.

RULE 9

Exercise Of Seniority, Changes In Assignment Which Permit

When any of the following changes occur in a regular position, the position shall be readvertised in accordance with the provisions of Rules 11 and 12.

(a) Substantial change in territory supervised.

(b) Change of one (1) hour or more in starting time, (not including changes incident to Daylight Saving Time).

- (c) Change in rate of pay, except a change resulting from the application of a general wage increase or decrease.
 - (d) Change in classification of a position.
 - (e) Change in assigned rest day or days.
- Incumbent may exercise seniority at the time change is effective or continue in position until award is made.

RULE 10
Promoted Employees Retaining Seniority

(a) Yardmasters now filling wholly excepted or official positions shall retain and continue to accumulate seniority on the roster from which promoted and their names shall be shown on such seniority rosters, provided such employees remain members in good standing with the Organization or rejoin, if necessary. In the event an employee fails to maintain in good standing, the General Chairman shall notify the highest appeals officer as designated by the Carrier. If, within sixty (60) days after receipt of notification the employee has not regained good standing with the Organization, the employee will forfeit his/her seniority.

(b) The Organization signatory hereto agrees that exempt employees who are required to rejoin the union as a result of this Agreement shall only be required to pay the minimal reinstatement fee as provided by the present constitution.

(c) Employees who, in the future, are promoted to fully exempt positions shall, as a prerequisite to retaining seniority on the roster from which promoted, be required to retain full membership in good standing for a probationary period of one year (subject to Union Shop regulations), following which the employee may exercise his/her personal option to either discontinue his/her union membership and consequently his/her seniority, or to retain his/her full union membership and seniority.

RULE 10A
Probationary Period

The probationary period for all United Transportation Union represented Yardmasters shall be one (1) year.

RULE 11
Advertisement Of Positions

Permanent vacancies and new positions shall be advertised within seven (7) days in the seniority district where they occur and shall be advertised for seven (7) days following the date on which the bulletin is posted. Positions will be awarded as promptly as possible following expiration of advertising bulletin.

RULE 12
Advertisement, Vacancies

Temporary vacancies shall, when known to be of thirty (30) days or more duration, be advertised as permanent vacancies. Temporary vacancies of less than thirty (30) days need not be advertised. Positions will be awarded as promptly as possible following expiration of advertising bulletin.

RULE 13
Application For Advertised Positions

Applications or cancellations of applications must be in writing and must be filed with the proper officer prior to the expiration of the advertised bulletin.

RULE 14
Application For Former Position

An application from a Yardmaster for the position he/she has just vacated by bid will not be considered unless for any cause such Yardmaster has been displaced from a position to which he/she has bid or no applications for the position are received from other Yardmasters in which event his/her application for the position he/she has just vacated will be considered.

RULE 15

Return From Sickness, Leave Of Absence, Etc.

(a) A Yardmaster, absent on account of sickness, vacation or temporary disability for less than thirty (30) days, shall within five (5) days after return to duty revert to his/her regular position or exercise seniority to any position bulletined during such absence, subject to the provisions of Rule 16(b). If during a Yardmaster's absence his/her regular position has been abolished, or he/she has been displaced by a senior Yardmaster, he/she may exercise seniority in accordance with the provisions of Rule 8. If he/she fails within the five-(5) day period to revert to his/her regular position or to exercise seniority to a position bulletined during his/her absence, he/she shall forfeit all seniority under this Agreement, except that the five-(5) day period will not apply when it is proven that extenuating circumstances prevented return to his/her regular position, or exercise of seniority within five (5) days.

(b) See Return To Duty Card Agreement attached as Appendix E.

RULE 16

Awards

(a) Subject to the provisions of this Rule 16(b), the senior Yardmaster who has filed written application shall be awarded the position and assigned thereto within seven (7) days after the date on which the advertisement is closed. Notice of the award will be posted.

(b) Ability, fitness and seniority are essential to appointment to positions of Yardmasters. Carrier's right to require employees to establish that they possess necessary qualifications, prior to being awarded such positions, is recognized.

(c)(1) A vacancy of at least five working (5) days but less than thirty (30) working days duration may be filled by the senior Yardmaster, provided he/she makes written request to work the assignment and his/her use will not result in additional expense to the Carrier.

(a) Additional expense to the Carrier is understood to be limited to: insufficient work available to fully use extra list employees at the straight time rate and/or if the holddown would cause the applicant's regular job to be covered at other than the straight time rate of pay.

(b) All movement by an employee on a holddown will be at the straight time rate of pay.

(2) A Yardmaster will remain on a holddown, assuming its relief days, until the holddown is terminated.

Yardmaster on the holddown will revert to his/her regular position on the day the incumbent becomes available for duty.

Yardmasters who are on vacation while on a holddown must assume the relief days of the holddown. Should the holddown end during the period that the employee is on vacation, the holddown employee must continue to assume the relief days of the holddown until the completion of the vacation period.

Note: It is understood that there can be only one holddown per vacancy. Request for a holddown on a vacancy which is already being held down will not be granted.

(3) Holddowns will be granted only if worked from the first day the vacancy is deemed available.

A vacancy will be deemed available:

(a) On the first (1st) scheduled workday of an assignment whose incumbent is on vacation of at least five-(5) days duration, leave of absence; the position is open as the result of a holddown, or open to be advertised;

(b) On the sixth (6th) scheduled workday of an assignment whose incumbent is out of service/suspended, disabled/injured, or disabled/sick.

(c) The following occurrences will not be considered as part of a workweek when determining whether or not a holddown situation exists:

- Jobs off due to holidays
- Scheduled testing-e.g. Book of Rules
- Jury duty

(4) On the effective date of the Yardmasters' General Pick, all holddowns will be abolished. An employee wishing to continue a holddown may make a request to do so, to be effective after the Pick, if the vacancy still exists.

(5) When an employee working a holddown is awarded an advertised position he/she will be assigned per Rule 16(a). The holddown position the employee vacated will no longer be available for a holddown.

(6) Trainees will not be granted holddowns.

RULE 17
Assignment To Vacant Positions

Nothing in this Agreement shall restrict the Carrier in the assignment of those having seniority as Yardmasters who are in training for positions of greater responsibility to vacant positions covered by this Agreement which have been advertised in accordance with Rules 11 and 12.

RULE 18
Positions, Qualifying For

(a) A Yardmaster accepting a bulletined position shall be permitted to qualify at his/her own expense for a period of time to be determined by mutual agreement between the General Chairman and the Carrier.

(b) If a regular Yardmaster is required to qualify account of having been displaced, or if it is necessary for him/her to qualify over territory added to his/her district, the Yardmaster will be compensated at the rate of position last worked for a period of time to be determined by the proper officer.

RULE 19
No Applications From Qualified Employees

If no applications are received for bulletined positions, the senior qualified unassigned Yardmaster shall be awarded the position. If such unassigned Yardmaster declines to accept the position, the Yardmaster shall forfeit his/her seniority under this Agreement.

RULE 20
Relief Yardmasters' Positions - Established And Filled

(a) Where relief requirements regularly consist of five (5) days' work per week, relief Yardmaster positions will be established and filled in accordance with the provisions of Rules 11 and 12.

(b) Where relief requirements regularly consist of four (4) days' work per week, relief Yardmaster positions providing for four (4) days' work per week will, at the request of the General Chairman, be established and filled in accordance with the provisions of Rules 11 and 12. Employees assigned to such positions will have preference for available extra work on the fifth day over extra employees. Employees assigned to such positions will for each day worked be compensated in accordance with Rule 41(b).

RULE 21
Official Positions

Yardmasters will be considered for promotion to official positions as opportunity may offer.

RULE 22
Disabled Employee-Placement Of

(a) Subject to agreement in writing between the Carrier and the General Chairman, a disabled employee covered by this Agreement may be placed in a new position or vacancy, or position or vacancy that is under advertisement but not yet filled, or in a position occupied by another employee, without regard to seniority, provided such employee is capable of performing the duties required. An employee who is placed shall be compensated at the rate of the position in which he/she has been placed.

(b) An employee who has been placed in a position set forth in this Rule 22(a) shall forfeit his/her right to continue in such position if he/she thereafter bids for other advertised positions or vacancies and such position shall be advertised. In such case, if the disabled employee is not awarded the advertised position or vacancy for which he/she has bid, the employee shall exercise his/her seniority to a position the duties of which he/she is capable of performing.

RULE 23
Disabled Employee-Displacement Of

A position in which a disabled employee has been placed by agreement under Rule 22(a) shall not be subject to the seniority or advertising provisions of this Agreement, except that a disabled employee so assigned may be displaced by a senior qualified employee if there is no other position covered by this Agreement to which such senior employee can exercise seniority.

RULE 24
Training

(a) A revised Training Program shall be established to qualify newly hired or newly promoted employees as Yardmasters. A notice will be posted to the effect that applications from employees who desire to train as Yardmasters will be accepted by the General Superintendent-Transportation.

(b) During this training period, employees will be paid at the class "A" rate less \$5.00/ day, which will be paid to the Yardmaster actually training the trainee. Total Company seniority will apply toward the wage progression rate of pay. Only Yardmasters that are present and have actually trained a newly hired or promoted employee for a full tour of duty will be assigned the \$5.00 which will be deducted from the trainee's rate.

(c) The total training period will consist of a maximum of 265 training days. Effective April 28, 1999:

- (1) The two-week initial classroom training for Book of Rules, P/C, supervisory and safety training shall be non-compensated training for prospective Yardmaster candidates.
- (2) Upon successful completion of the training in (1) above, the Yardmaster trainee shall receive the following training (days):

	1st Trick	2nd Trick	3rd Trick	Total
Storage Yard	10	10	10	30
Long Island City	10	-	-	10
Flatbush Ave.	10	10	-	20
Jamaica Station	15	7	10	32
Hillside Yard	5	5	3	13
Babylon Yard	10	15	15	40
West Side Yard	15	15	15	45
PSCC	15	15	-	30
TOTAL				230

NOTE: West Side Yard and PSCC are considered the same terminal.

The above schedule will be modified to include training in any new yards that may be constructed.

The General Superintendent - Transportation or designated representative will determine when an employee is qualified on any area. As part of determining the qualifications, in most cases a trainee will work each listed location by himself after he/she has completed the scheduled number of days and provided conditions permit. Trainees may be allowed to work earlier by themselves if they are deemed ready and may also be excused from working by themselves by the General Superintendent - Transportation or designated representative if he/she is assured that the employee is qualified.

On the day that a trainee is scheduled to work by himself, the regular Yardmaster will report to his/her regularly scheduled location and if conditions permit, will then be scheduled for a road day in order to observe how other areas function. If the regular Yardmaster is required to remain at his/her regular position because of operating conditions, the trainee will be deemed to still be in training and the regular Yardmaster will receive the additional \$5.00 training rate which will be deducted from the trainee's rate.

Upon completing the training at any one area or trick, the trainee who does not successfully work that position may be disqualified and sent back to the craft from which he/she was accepted. The General Superintendent - Transportation will have the sole discretionary authority to disqualify or retain such employee.

The Carrier may qualify an employee prior to the maximum number of days shown. Employees may be allowed to utilize additional days at another location if they have qualified in advance at another location; however, at no time may the total exceed 265 training days.

(d) The Carrier, based upon its needs, may utilize a qualified trainee to perform the duties of Yardmaster in any area at which he/she is qualified prior to completion of the Program.

(e) At the completion of the Training Program, the employee shall be promoted to an Extra Yardmaster and his/her or her seniority shall date from the first day that they started the training program. In the event that two or more employees started in the training program on the same day, their standing on the roster will be determined as outlined in Rule 5.

(f) After they are fully qualified or after they have been in the Training Program for two and one-half years, trainees may bid regular assignments.

(g) No penalty time claim will be entertained from extra Yardmasters during the posting and/or covering of assignments by employees covered by the Training Program.

(h) The trainee will follow the relief days of each assignment.

RULE 25 Extra Work

Unassigned Yardmasters with roster standing, when available, will be used in the order of their seniority for extra work, except when this would result in additional expense to the Carrier.

RULE 26 Supervision Of Assistant Yardmasters-When Not Required

A Yardmaster on one trick will not be required to supervise Assistant Yardmasters whose entire tours of duty are on other tricks.

SECTION II

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

Subject	Page
Calls -- (Rule 28),	12
Computing 40-Hour Week - Time Not To Be Included -- (Rule 27(e)),	12
Holiday Payment -- (Rule 30),	13
Meal Allowance -- (Rule 27(f)),	12
More Than One Tour Of Duty In A 24 Hour Period -- (Rule 27(b)),	12
Overtime -- (Rule 27),	12
Work In Excess Of 40 Straight-Time Hours In Any Workweek -- (Rule 27(c)),	12
Work In Excess Of 5 Days In A Workweek -- (Rule 27(d)),	12
Work In Excess Of 8 Hours On Any Day -- (Rule 27(a)),	12
Work On Assigned Rest Days -- (Rule 29),	12

RULE 27
Overtime

(a) Yardmasters shall be paid on the actual minute basis at the rate of time and one-half for all time worked, continuous with and before or after their regular eight (8) hour work period, exclusive of the time required to make transfer except:

(1) A relief Yardmaster working on two (2) positions covered by his/her regular assignment on any day shall be paid at the straight time rate for the first eight (8) hours of service on each position.

(2) An extra Yardmaster who performs two (2) tours of duty as extra Yardmaster within a twenty-four (24) hour period shall be paid at the rate of time and one-half for one of the two tours of duty. If an extra Yardmaster performs a tour of duty as extra Yardmaster and on the following day performs a tour of duty as extra Yardmaster on the same track on which he/she worked on the preceding day, he/she shall not be considered as having performed two tours of duty within the twenty-four (24) hour period, within the meaning of this paragraph, even though he/she commences his/her tour of duty within twenty-four (24) hours from the start of his/her tour of duty on the preceding day.

(b) Nothing in this Rule shall be construed to require the payment of overtime compensation for more than one tour of duty in a twenty-four (24) hour period.

(c) Work in excess of 40 hours straight time in any workweek shall be paid for at one and one-half times the basic straight time rate except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under Rule 1(h)(3).

(d) Employees working more than five days in a workweek shall be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their workweeks, except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under Rule 1(h)(3).

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

(f) The Carrier will provide a meal allowance of \$8.00 to an employee after the employee has performed two consecutive hours overtime immediately following his/her regular work assignment.

RULE 28
Calls

(a) A regularly assigned Yardmaster notified or called to perform work and reporting for such work, between his/her regular work periods and not continuous therewith, shall be paid on the actual minute basis at the rate of time and one-half with a minimum of two (2) hours at the time and one-half rate computed from the time the Yardmaster reports for such work.

(b) Telephone or other calls on a Yardmaster between his/her regular work periods, and not continuous therewith, for the purpose of obtaining information, instructions or advice, shall be considered "work" within the meaning of paragraph (a) of this Rule.

RULE 29
Work On Assigned Rest Days

(a) Two regular rest days each week, designated by the Carrier, shall be assigned to each position. Consistent with the requirements of the service, due regard shall be given to the preference of the regular Yardmasters, in seniority order, in fixing the rest days for their positions.

Interpretation of Rule 29(a): A request to modify the rest days of a position may only be made by the senior Yardmaster at a terminal or yard location at the time of a general pick. If the senior yardmaster declines to request a modification of his/her rest days, the next senior Yardmaster at that terminal/yard will not have the right to ask for a modification of his/her rest days. This interpretation shall only apply to the senior Yardmaster at a terminal/yard; it does not apply to the senior Yardmaster on each tour of duty at said terminal/yard.

(b) A Yardmaster required to work on an assigned rest day shall be compensated therefor in accordance with the provisions of Rule 28 except:

Where agreement has been reached as provided for in Rule 1(h)(3) for the accumulation of rest days. When rest days are accumulated, compensation for the time worked by the employee on his/her rest days shall be at the straight time rate and payment therefor shall be as provided in the Agreement reached for the accumulation of rest days under Rule 1(h)(3).

(c) An extra Yardmaster who is required to work six (6) or seven (7) calendar days starting with Wednesday as a Yardmaster shall be compensated for such sixth or seventh day at the rate of time and one-half.

(d) Not less than three days' notice shall be given to the Yardmaster affected when a permanent change is made in the designated rest day or days of a position.

(e) When regular Yardmasters or Extra Yardmasters are not assigned or are unavailable to work at the pro-rata rate of pay on the rest days of six or seven-day positions or other vacancies and punitive payment is required in order to fill the positions, the following order shall apply when filling said vacancies:

(1) The regular incumbent of the position or holddown employee on his/her rest day;

(2) The senior Yardmaster in the yard who has indicated his/her desire to work;

(3) The senior Yardmaster outside the terminal who can cover the entire assignment;

(4) The senior Yardmaster who is working in another terminal where the hours on his/her regular position and the position to be covered overlap by one hour or less (on the vacancy to be filled); The employee will be paid from the time he/she actually reports for the vacant position;

(5) The Yardmaster working the preceding tour (who had no relief) where the vacancy exists will be forced to double.

No Yardmaster shall be used on an overtime basis or on his/her relief day if such use will prohibit them from working their regular assignment.

Yardmasters who desire to work overtime or on their relief days shall file their names, addresses, and telephone numbers with the proper officer of the Carrier.

It is the intent to have an employee only work two tours of duty per twenty-four hour period. Under emergency conditions or other unforeseen circumstances employees may be ordered to continue working a third or subsequent tour and will be allowed the applicable rate. There will be no penalty payment allowed when an employee works a third or subsequent tour of duty.

The "regular incumbent of the position" is defined as a regular Yardmaster on a five-(5) day assignment whose position is covered by a relief Yardmaster on the sixth and/or seventh day. In instances where a regular Yardmaster only works five (5) days and there is no relief provided on the sixth and/or seventh day, the regular Yardmaster will be considered the incumbent if an extra assignment is ordered to report on the sixth and/or seventh day within two (2) hours on either side of the regular Yardmaster's established reporting time.

RULE 30 Holiday Payment

(a) Employees covered by this Agreement shall be governed by the Holiday Provisions of the National Agreement of August 21, 1954 and amendments thereto provided in the National Agreements of August 19, 1960, July 26, 1961, November 20, 1964, and the agreed supplements and interpretations thereto.

(b) Holiday provisions applicable to regularly assigned hourly and daily rated employees are:

(1) Compensation for work performed on the following holidays, namely:

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

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

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

(3) Each regularly hourly or daily rated employee shall receive eight (8) hours pay at the pro-rata hourly rate of the position to which assigned for each of the above holidays when such holiday falls on workday of the workweek of the individual employee.

(4) Each regularly assigned hourly or daily rated employee shall qualify for the holiday pay if compensation paid him/her by the Carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days.

If the holiday falls on the last day of an employee's workweek, the first workday following his/her rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his/her workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

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

(c) Holiday provisions applicable to other than regularly assigned hourly or daily rated employees are:

(1) Compensation for work performed on the following holidays, namely:

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

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

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

(3) An employee as defined in paragraph (c) hereof shall receive eight (8) hours pay at the pro-rata hourly rate of the position to which compensation last accrued to him/her for each of the holidays when such holiday falls on a workday of the workweek as defined in paragraph (c)(4) hereof, provided:

(i) Compensation for service paid him/her by the Carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and he/she has had a seniority date for at least 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation for cause, retirement, death, noncompliance with a union shop agreement, or disapproval of application for employment.

(4) Employees for whom holiday pay is provided in paragraphs (c)(1), (2) and (3) qualify for such holiday pay if on the workday preceding and the workday following the holiday they satisfy one or the other of the following conditions:

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

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

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

(e) In lieu of a birthday holiday, 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.

(f) Newly hired employees will not be entitled to Lincoln's Birthday holiday in the first two calendar years of employment.

In the third calendar year of employment, employees referred to in this paragraph (f) will be granted all holidays applicable to current employees, consistent with holiday rules in effect.

SECTION III

Time Claim Presentation Limit, Appeals,
Discipline, Attending Court/Investigation,
Physical Examination, Personal History File

Subject	Page
Appeals -- (Rule 32, 33),	16
Appeals - Controversial Matters -- (Rule 33(b)),	16
Appeals - Grievances -- (Rule 33(a)),	16
Attending Court/Investigation, Compensation - Actual Time Lost -- (Rule 34(a)),	17
Attending Court/Investigation, Compensation - Expenses -- (Rule 34(d)),	17
Attending Court/Investigation, Compensation - On Day Not Assigned To Work -- (Rule 34(b)),	17
Attending Court/Investigation, Compensation - Outside Regular Working Hours -- (Rule 34(c)(e)),	17
Attending Court/Investigation, Compensation - Physical Examination -- (Rule 34(f)),	17
Claims -- (Rule 32),	16
Discipline -- (Rule 31),	16
Grievance Procedures -- (Rule 32),	16
Jurisdiction Of Work Disputes -- (Rule 33),	16
Personal History File -- (Rule 35),	17
Resolution of Jurisdiction of Work Disputes -- (Rule 33),	16
Time Claim Presentation Limit -- (Rule 32),	16

RULE 31
Discipline

(a) When a major offense has been committed, the employee may be held out of service pending such trial and decision only if their retention in service could be detrimental to themselves, another person, or the Carrier.

(b) Employees shall be given 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 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 30 days of the final judgment.

RULE 32
Time Claim Presentation Limit

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the Superintendent-Freight or Superintendent-Passenger of the Carrier within fifteen (15) calendar days from the date of the occurrence on which the claim or grievance is based. If not presented within the time limit specified, they shall not be entertained or allowed.

(b) Should any such claim or grievance be disallowed, the Carrier shall, within fifteen (15) calendar days from the date same is filed, notify whoever filed the claim or grievance (the employee or his/her duly accredited representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(c) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within fifteen (15) calendar days from receipt of notice of such disallowance to the highest officer of the Carrier designated to handle claims or grievances.

(d) Should any such claim or grievance be disallowed, the Carrier shall, within fifteen (15) calendar days from the date same is filed, notify whoever filed the claim or grievance (the employee or his/her duly accredited representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(e) All claims or grievances involved in a decision by the highest designated officer of the Carrier shall be barred from further handling unless within one hundred-twenty (120) calendar days from the date of receipt of said officer's decision proceedings for the final disposition of the claim or grievance are instituted by the employee or his/her duly authorized representative before the appropriate division of the National Railroad Adjustment Board or local board of adjustment.

(f) Monetary claims based on the failure of the Carrier to use an employee to perform work shall be invalid unless the claimant was the employee contractually entitled to perform the work and was available and qualified to do so. A monetary award based on such a claim shall not exceed the equivalent of the time actually required to perform the claimed work on a minute basis at the straight time rate, less amounts earned in any capacity in other railroad employment or outside employment.

RULE 33
Appeals-Grievances

(a) When it is considered that an injustice has been done with respect to any matter arising under this Agreement, the Yardmaster affected, or the duly accredited representative, as that term is defined in this Agreement, on his/her behalf may within ten (10) days present the case, in writing, to the Yardmaster's immediate supervisor. If the decision of such superior, which shall be in writing, is unsatisfactory, such decision may then be appealed by the Yardmaster affected, or by the duly accredited representative on his/her behalf, to the Chief Transportation Officer.

In the case of claims for money alleged to be due, the time period specified in Rule 32 shall be observed.

(b) Controversial matters, on which the duly accredited representative of the Organization signatory hereto and the Chief Transportation Officer are unable to reach agreement, may be handled by the General Chairman of the Organization signatory hereto with the highest officer designated by the Carrier.

Resolution of Jurisdiction of Work Disputes

The Agreement of December 4, 1986, providing for the sole and exclusive procedure for settling disputes between The Long Island Rail Road and the organizations representing the various crafts and classes of its employees concerning the jurisdiction of work is attached as Appendix D.

RULE 34
Attending Court/Investigation,
Physical Examinations

(a) A Yardmaster required to attend court, inquest, or investigation by direction of an officer of the Carrier shall be paid for actual time lost from duty.

(b) A Yardmaster required to attend court, inquest, or investigation by direction of an officer of the Carrier on a day he/she is not assigned to work shall be paid for eight (8) hours at the straight time rate of his/her regular position.

(c) A Yardmaster required to attend court, inquest, or investigation by direction of an officer of the Carrier outside of his/her regular working hours on a day he/she performs work as Yardmaster shall be compensated for the actual time spent in attending the court, inquest, or investigation outside of his/her regular working hours, at the rate of time and one-half.

(d) Necessary expenses will be allowed when away from headquarters. Witness fees and mileage shall be remitted to the Carrier.

(e) Yardmasters shall not be disturbed by a call for the purpose of investigation outside of their regular assigned working hours except in cases of emergency.

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

RULE 35
Personal History File

Upon five (5) working days written request to the 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 action.

SECTION IV

**Abolishment Of Positions, Reduction/Increase In Force,
Stabilization Of Force, PRR Transfer**

Subject	Page
Abolishment Of Positions -- <i>(Rule 36(a))</i> ,	19
Established Positions -- <i>(Rule 36(b))</i> ,	19
Increase In Force -- <i>(Rule 37)</i> ,	19
PRR Transfer -- <i>(Rule 39)</i> ,	19
Reduction In Force -- <i>(Rule 37)</i> ,	19
Stabilization Of Force -- <i>(Rule 38)</i> ,	19

RULE 36
Abolishment Of Positions, Established Positions

(a) When a position is abolished, the Yardmaster regularly assigned thereto will be given not less than thirty-six (36) hours advance notice.

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

RULE 37
Reduction In Force, Increase In Force

In reductions and increases in force, seniority will govern, subject to the provisions of Rule 16(b).

RULE 38
Stabilization Of Force

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

It is understood and agreed that with respect to employees hired prior to January 1, 1998, a position abolished through natural attrition factors may be established at any other location provided it is the same subdivision of the Organization's (Yardmaster) craft or class as the position abolished, but in no event shall the Carrier abolish any position at any location without proper utilization of the employee within the craft or class of the (Yardmaster) Organization who may be adversely affected.

The Carrier agrees to have an officer or his/her designated representative confer with the accredited representative of the Organization prior to the abolishment of positions for the purpose of rearranging forces created by the transfer of equipment or changes in train and/or shop operations.

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

RULE 39
PRR Transfer

Agreement of August 24, 1967, relative to the takeover of Long Island Rail Road Yardmaster and Assistant Yardmaster work formerly performed by employees of the Pennsylvania Railroad is attached as Appendix C.

SECTION V

Rates Of Pay, Assignment - Other Than
Wage Differential, Payroll Data

Subject	Page
Assignment - Other Than -- (Rule 41),	21
Differential -- (Rule 40(b)),	21
Direct Deposit -- (Rule 40),	21
Incidental Work Rule -- (Rule 41A),	21
Newly Hired Employees, Rates Of Pay -- (Rule 40(c)),	21
Payroll Data -- (Rule 40(f)),	21
Rates Of Pay -- (Rule 40),	21
Wage Differential -- (Rule 40(b)),	21
Wage Progression -- (Rule 40(c)),	21

RULE 40
Rates Of Pay

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

(b) Notwithstanding the wage increases as set forth in the Agreement of December 4, 1986, the basic daily rate of pay of Yardmasters (Class C) shall be not less than \$6.29 per day over the basic daily rate of any Long Island Rail Road engine or train service personnel they supervise. (Effective January 1, 1987.)

(c)(1) Effective December 4, 1986, for all employees hired thereafter, there will be a new hire entry progression as follows:

1st	240 days of compensated service	70%
2 nd	240 days of compensated service	75%
3rd	240 days of compensated service	80%
4th	240 days of compensated service	85%
5th	240 days of compensated service	90%
After	1200 days of compensated service	100%

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

(d) In calculation of any period of two hundred forty (240) compensated days of service, a compensated day of service will include any day on which an employee is subject to call, but not used.

(e) On a monthly basis, the Carrier will provide the Organization with a list of all employees who, during the previous calendar month, were promoted, hired, terminated, retired, resigned, or off duty on account of long-term illness or injury. The list will include the employee's name, employee number, and the date of the occurrence.

Direct Deposit

(f) Effective April 28, 1999, the parties agree to go to a mandatory direct deposit of the payroll system. The Carrier will no longer issue negotiable payroll checks to employees who are members of the Organization and, instead, will issue a "non-negotiable payroll deposit advice" to any bank or credit union of the employee's choice. This deposit advice shall contain all the payroll earning and deduction information which was previously contained on the pay check stub and will be distributed to employees at each pay location on the designated payday. The deposit advice will also contain the name of the bank designated by the employee together with the net amount of the deposit. As a result of direct deposit, there will no longer be a requirement to provide employees with check cashing time or the services of a check cashing truck.

RULE 41
Assignment-Other Than

(a) Regularly assigned Yardmasters required to work temporarily at other than their regular positions will, in addition to their regular pay, be reimbursed for any necessary actual additional expense incurred on account of the change. If the temporary assignment pays a higher rate than their regular position, the higher rate will be allowed.

(b) Employees assigned to relief positions established as provided by Rule 20 and employees used as substitutes will be compensated on a daily basis for each day so assigned at the rate of the position filled.

RULE 41A
Incidental Work Rule

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

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

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

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

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

SECTION VI

Benefits

Subject	Page
Americans With Disabilities Act -- (Rule 47A),	28
Automobile, Use Of Private -- (Rule 48),	28
Bereavement Allowance -- (Rule 45),	26
Domestic Partner Coverage -- (Rule 50),	29
Equipment -- (Rule 49(c)),	29
Foul Weather Gear -- (Rule 49),	28
Health And Welfare Benefits -- (Rule 50),	29
Injuries, Operation Of Motor Vehicles -- (Rule 48(c)),	28
Jury Duty -- (Rule 43),	25
Leave Of Absence -- (Rule 46),	26
Life Insurance -- (Rule 50),	29
Moratorium Clause -- (Rule 54),	30
Panel Of Doctors -- (Rule 47(h)),	27
Parkas -- (Rule 49(a)),	28
Pension Plan -- (Rule 51),	30
Personal Leave -- (Rule 44),	25
Private Automobile - Use Of -- (Rule 48),	28
Restricted Duty -- (Rule 47(j)),	28
Safety Gear -- (Rule 49(c)),	29
Safety Shoes -- (Rule 49(b)),	28
Sick Leave - Bank Payment -- (Rule 47(g)),	27
Sick Leave – On-Duty Injury -- (Rule 47(h)),	27
Sick Leave - Retirement Payment -- (Rule 47(g)),	27
Sick Leave Allowance -- (Rule 47),	26
Technological Change -- (Rule 52),	30
Union Shop And Check-Off -- (Rule 53),	30
Vacations -- (Rule 42),	24

RULE 42
Vacations

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

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

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

(b) An annual vacation of fifteen (15) days will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding year and who has completed five (5) years of service.

(c) An annual vacation of twenty (20) days will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has completed ten (10) years of continuous service.

(d) An annual vacation of twenty-five (25) days will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has completed fifteen (15) or more years of continuous service.

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

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

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

(e) One additional day's vacation will be granted each employee as specified in Rule 30.

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

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

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

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

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

(k) The existing practice of granting regularly assigned employees ten (10) days vacation after one year of continuous service, providing such employees qualify under the terms of the aforesaid vacation agreements, shall continue.

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

Example 1:

When a regularly assigned vacationing employee's position is filled on the holiday, he/she will be allowed the same compensation that he/she would have received had he/she worked, i.e., a day's pay for the holiday plus a day's pay at time and one-half, or a total of two and one-half day's pay.

Example 2:

When a regularly assigned vacationing employee's position is not filled on the holiday, he/she will be paid one day for the holiday and be granted an additional vacation day, or be paid a day's pay in lieu thereof.

**RULE 43
Jury Duty**

(a) Employees who have been in the employ of the Carrier for a minimum of one year shall receive what they would have earned had they remained at work while serving on jury duty and will not be required to remit to the Carrier any of the fees and expenses earned while on jury duty.

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

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

**RULE 44
Personal Leave**

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

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

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

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

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

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

(c) Personal leave days, as granted herein, shall not be taken in conjunction with vacation periods, New Year's Day, Thanksgiving Day and Christmas Day. Consecutive personal leave days may be granted at the discretion of the department head.

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

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

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

Interpretation

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

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

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

RULE 45
Bereavement Allowance

(a) Regularly assigned Yardmasters of the class signatory hereto shall be allowed time off from work during their workweek, without loss of wages, to attend funeral services following the death of any member of their immediate family.

The maximum allowable time off during a workweek without loss of wages shall be three (3) days.

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

Carrier's monetary liability shall be limited to actual wage loss at the basic day's pay at straight time and shall not include pay for loss of overtime or other increments to the employee's position while the employee is absent.

(b) For purposes of this Agreement, the term "immediate family" shall be defined and understood to mean: spouse, legal only, not to include divorced or legally separated persons; children, including stepchildren; parents and stepparents (current spouse of employee's parent), sisters and brothers; mother-in-law, father-in-law; and employee's grandfather and grandmother and employee's grandchildren.

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

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

RULE 46
Leave Of Absence

(a) A Yardmaster shall, upon request, be given a leave of absence without impairment of seniority to perform Organization work, to accept an elective or appointive public office which is related to railroad work.

(b) When the requirements of the service permit, a Yardmaster shall, upon request, be granted a leave of absence for a limited time with the privilege of renewal.

(c) Except as provided in this Rule 46(a), a Yardmaster who, without the special permission of the Chief Transportation Officer, engages in other employment while absent on leave shall forfeit his/her seniority under this Agreement and shall cease to be an employee of the Carrier. The Chief Transportation Officer shall advise the General Chairman in writing when leave of absence is granted a Yardmaster.

RULE 47
Sick Leave Allowance

The employees covered herein will be granted a sick leave allowance as set forth in the Sick Leave Agreement of January 1, 1971, as amended, up to and including Mediation Agreement of July 12, 2004 (attached as Appendix B), subject to the following:

(a) 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. A month is defined within the current Sick Leave Agreement.

(b) 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.

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

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

(e) Current employees and those referred to in paragraph (d) will be required to furnish medical proof acceptable to the Carrier for a third and subsequent sick leave absence consisting of a two-day period in a calendar year.

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

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

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

(g)(1) Effective April 24, 1996: Any sick days paid or reimbursed shall be deducted from an employee's sick leave bank. Employees with ten or more years of service will be paid a non-pensionable lump sum severance payment upon voluntary separation or retirement of 50% of the value of all accumulated but unused sick days, provided that the number of accumulated but unused sick days is at least 50% of the total number of sick days posted to the employee's bank. Payment shall be made at the rate in effect on the date of separation. (This entitlement shall replace the previous sick leave buyout provision that was effective with the Mediation Agreement of July 1, 1983.)

For those employees who do not qualify for a sick leave buyout at retirement or resignation with 10 years of service based on their career accrual shall, effective January 1, 2004, establish a sick leave buyout 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 (g)(1) will not be included in pension calculations in any manner whatsoever.

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

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

(5) Effective April 28, 1999, employees who are entitled to a sick leave buyout under the Agreement and who die while on active status shall have the buyout amount paid to his/her spouse or beneficiary.

Sick Leave - On-Duty Injury

(h) Employees who are disabled as a result of an on-the-job injury will be granted sick leave allowance consistent with the provisions of the Sick Leave Agreement.

Effective April 28, 1999, an employee who is injured on duty either for an initial occurrence or re-occurrence shall be compensated in the following manner:

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

(2) The employee at his/her option may have the first three 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.

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

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

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

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

Arrangements will be made for the neutral doctor to examine the employee in question as to his/her ability to resume work.

The employee will continue to receive sick leave benefits pending the decision of the neutral doctor, unless the employee fails to cooperate or misses an appointment. If the employee fails to cooperate or misses an appointment, the Manager-Disability Management will determine whether the employee's sick leave benefits should be suspended pending the determination of the neutral doctor. The organization may file an expedited appeal of a denial of benefits with the Director-Labor Relations, who shall rule on the appeal within seven workdays. The decision of the Director-Labor Relations may be appealed to the Special Board of Adjustment established under the discipline procedure.

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

Both the Carrier and the treating physician will arrange to supply the neutral doctor the complete medical file of the employee prior to the actual examination of the employee by the neutral doctor. The decision of the neutral doctor will be controlling. In those instances when it is determined by a neutral doctor that an employee is unable to return to duty, a prognosis will be required.

The Carrier will bear the full cost of the neutral doctor's fees and expenses. The employee will bear the full cost of any expenses of his/her own doctor.

(i) 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?"

(j) Employees who are absent from work while incapacitated by injury received in performance of duty, or by 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 or 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.

In the application of Rule 47(j), 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 Carrier will provide 10 days prior notice to an affected employee (copy to Organization) of a projected transfer from one restricted duty position to another restricted duty position. The notice shall contain the reasons for the above-described transfer. The provisions of Rule 47(j) will be effective until January 1, 1999, and may be renewed or extended by agreement of the parties.

RULE 47A Americans With Disabilities Act

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

RULE 48 Private Automobile-Use Of

(a) Yardmasters shall not be required to furnish their privately owned automobiles for Carrier use.

(b) Yardmasters requested to and using their private automobiles for Carrier business shall be allowed mileage made for the use thereof in accordance with the mileage rate established by the Carrier.

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

RULE 49 Foul Weather Gear, Parkas, Safety Shoes, Safety Gear

(a) Each employee who is required to work outdoors in adverse weather conditions will be provided with rain gear and/or a winter parka. Employees will also be provided with a short jacket for mild weather. Employees will be responsible for the security of any items issued to them. Employees will be required to replace any lost or stolen gear through the Carrier at the employee's personal expense. Items which are damaged or worn-out through no fault of the employee will be adequately repaired or replaced by the Carrier at no cost to the employee provided the worn-out or damaged article is returned to the Carrier prior to the issuance of a replacement article.

Safety Shoes

(b)(1) The Carrier will provide each employee with \$100.00 in July of every year, to be used for the purchase of Carrier-approved ANSI safety shoes.

(2) After July 30, 1987, any employee who reports for work without Carrier-approved ANSI safety shoes will be relieved from duty without pay; and the day will not be considered a compensated day for any purpose. Employees who report for work without Carrier-approved safety shoes on a second or subsequent occasion will be subject to discipline.

(3) The Organization may elect to participate in any Carrier plan applicable to other Organizations in lieu of the payment provided in paragraph (a), provided written notice is provided to the Director-Labor Relations by June 1 of each year.

Safety Gear

(c)(1) Safety gear when required by the Company's safety rules shall be worn by the employee during his/her hours of service. When safety gear is required it shall be issued by the Company to the employee to acquire such gear. After issuance, an employee shall be responsible for such gear and when safety rules require the wearing of safety gear the employee shall be responsible to have such gear available at his/her work site. (Two sets of hard hats, vests, and safety glasses will be issued to each employee so that the employee will have the safety gear available at all times without reporting to headquarters for emergency call out.)

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

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

RULE 50 Health And Welfare Benefits

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

(1) 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.

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

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

(4) Dental, vision, hearing and life insurance for active employees shall be provided by the Carrier as a defined benefit at the present train service employee levels. Also effective January 1, 1995, the obligation of the Carrier to make any contributions to the Joint Benefit Trust ("JBT") or any other contributions for health and welfare purposes on behalf of Yardmaster employees shall cease and terminate. Any funds remaining in the Joint Benefit Trust attributable or allocable to Yardmasters after all liabilities attributable and allocable to Yardmasters have been satisfied shall be handled in accordance with the provisions of the trust agreement.

Effective April 24, 1996: United Transportation Union-Yardmasters Department 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 Long Island Rail Road will increase the Carrier-provided life insurance benefit from \$28,000 to \$100,000 for United Transportation Union-Yardmaster Division represented employees.

Effective July 1, 1999, the Carrier shall cease to pay the \$13.00 monthly contribution per employee to the UTU-Y Trust.

Effective June 1, 2000, Carrier will extend the health coverage to domestic partners of employees represented by the United Transportation Union-Yardmasters.

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

Effective 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%).

Health and Welfare benefits shall be set forth in a different booklet.

RULE 51
Pension Plan

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

RULE 52
Technological Change

The Carrier shall, to the extent necessary, provide technical and practical training to active Yardmasters covered by the scope of this Agreement in connection with the operation of any mechanical devices or technological innovations which replace those duties currently performed by Yardmasters.

A six-member committee will be established to review the impact of technological changes as they affect the scope of work of the Organization. Three members will be selected by the Carrier and three members will be selected by the Organization. The decision with respect to the introduction of technological change shall remain solely that of the Carrier.

RULE 53
Union Shop And Check-Off

The Union Shop Agreement signed September 16, 1952, and the Union Dues Check-Off Agreement signed March 8, 1965, are attached as Appendices G-1 and G-2, respectively.

RULE 54
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 UTU-YARDMASTERS DEPARTMENT 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

"Attachment A" of Agreement dated 1-1-71, signed 6-06-73, as amended.

**Agreement By and Between The Long Island Rail Road Company and its Employees
Represented by the United Transportation Union, Yardmasters Department**

IT IS AGREED:

Section 1

(a) Subject to the limitations hereinafter set forth, the Carrier will grant to each regularly assigned employee covered by this Agreement, who has been in its employ for twelve (12) months or more on the effective date of 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) Employees who, on the effective date of this Agreement, have not been in the employ of Carrier for twelve (12) months or more, and employees who are hired subsequent to the effective date of this Agreement will be granted sick leave allowance on each working day when they are unfit for work on account of illness or disability, up to a total of one day per each calendar month during which, or the major part of which the employee shall have been in such employ.

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

Less than 2 years	0 days
2 years 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

(d) 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 employees "bank" on the first day of the next sick leave year.

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

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

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

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

(g) No sick leave credits will be applied to any 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.

(h) An employee working on an "extra list" shall be eligible for sick leave allowance hereunder provided that, in no event will an extra employee be allowed more than 5 days sick leave allowance in his/her workweek. Employees on extra lists shall be afforded the number of days sick leave allowance provided in Section 1(a) or (b), whichever is applicable.

Section 2

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

Section 3

(a) Sick leave allowance granted by this Agreement shall be based and paid for at the basic daily rate of pay of the employee's regular assignment 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 basic daily rate 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. (**Note:** Effective April 28, 1999, the first three days of an on-duty injury lost time shall be deducted from the employees' sick leave bank. See Rule 47(h)). This Section shall be subject to the provisions of Section 6 hereof.

(c) An employee suffering from a catastrophic injury or illness will be permitted sick leave benefits to the full extent of available sick leave days in the employee's sick leave bank.

Section 4

(a) Should an employee's scheduled vacation commence after a leave of absence for illness, the vacation shall be canceled and rescheduled at a later date in accordance with the requirements of the service.

(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) 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. No sick leave allowance be made 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 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 the 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 April 24, 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 April 28, 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 that an employee initiates any action or proceeding against the Carrier, or any individual or Insurance Carrier, on the basis of any alleged injury received in an off duty accident or in the performance of duty for which sick leave allowance hereunder has been paid by this Company, the Carrier shall have a lien against and is entitled to be reimbursed or to deduct from any recovery or settlement resulting from such action or proceeding up to the extent of the benefits so paid.

Section 7

(a) In addition to the sick leave allowances 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 percent (60%) of the employee's basic daily rate as specified in Section 3(a) hereof:

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

(b) The supplemental sick leave allowance provided in this Section shall not be accumulated from year to year but shall be available to the covered employees in each year until such days have been exhausted within the individual's particular service group. Once the employee exhausts the supplemental sick leave benefits within his/her particular service group, the employee will not be eligible for further supplemental benefits until he/she becomes part of the next service group by virtue of additional years of service.

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

Section 8

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

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

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

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

(b) When the sick leave form is required, it must be submitted to the Carrier through the applicant'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 two 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 shall be given as soon as circumstances permit. Failure to cause such notice to be given shall deprive the employee of his/her right to be paid for such tour of duty, and he/she shall not be entitled to pay for any subsequent tour of duty from which he/she absents himself unless at some time, not less than two hours prior to the commencement of such tour of duty, he/she shall have caused such notice to be given. Failure to cause such notice to be given as herein provided shall not be excused, unless the Carrier is convinced that special circumstances made it impossible and also convinced that notice was given as soon as the special circumstances permitted.

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

Section 9

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

(b) It shall be incumbent upon the employee to apply for Railroad Retirement sickness benefits and Carrier will assume in all instances that such application has been made.

Section 10

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

Section 11

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

APPENDIX B (CONTINUED)

September 23, 1997

Mr. John Eschmann, General Chairman
United Transportation Union - Yardmasters
28 Continental Road
Warwick, NY 10990

Re: Long Island Rail Road/United Transportation Union – Yardmasters’ Agreement dated March 22, 1996 – Sick Leave Payment

Dear Mr. Eschmann:

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., hired prior to January 2, 1971) 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., employees hired after June 30, 1983) 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/ John W. Bernet
Vice President - Labor Relations

I CONCUR:

/s/ John Eschmann
General Chairman
United Transportation Union - Yardmasters

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

APPENDIX C

Agreement entered into this 24th day of August, 1967, by and between the Long Island Rail Road Company and Yardmasters of the Pennsylvania Railroad Company represented by the Railroad Yardmasters of America and Yardmasters of The Long Island Rail Road Company represented by the Railroad Yardmasters of America.

WITNESSETH:

Whereas, The Long Island Rail Road Company will, commencing September 1, 1967, take over Long Island Rail Road yardmaster and assistant yardmaster work now being performed by employees of the Pennsylvania Railroad at the Long Island Rail Road track level at Pennsylvania Station, New York.

IT IS AGREED:

(1)(a) Incident to the transfer of yardmaster and assistant yardmaster work to the Long Island Rail Road, the yardmaster and assistant yardmaster positions listed in "Appendix A" attached hereto will be established on the Long Island Rail Road.

(b) The positions listed in "Appendix A" will be bulletined to employees of the New York Division of the Pennsylvania Railroad. In addition to regular employees, furloughed employees in that seniority district will be given an opportunity of filling these positions.

(c) In the event all of these positions are not filled as a result of the foregoing, then the remaining positions shall be bulletined to the employees of the Long Island Rail Road.

(d) In the event any of the employees who transfer to the Long Island Rail Road under the provisions of this Agreement retires, dies, bids out of Pennsylvania Station or is disqualified, the position to which he was assigned will be advertised as follows:

(i) To employees of New York Division of the Pennsylvania Railroad holding seniority in the New York Division as of the date of this Agreement.

(ii) To employees of the Long Island Rail Road seniority district.

(iii) When no bids are received in accordance with (i) and (ii) hereof, the senior unassigned Long Island Rail Road Yardmaster will be awarded the position.

(2) Employees transferred from the Pennsylvania Railroad to the Long Island Rail Road will acquire seniority on the Long Island Rail Road as of the date of transfer, and will be ranked in accordance with their relative standing on the New York Division roster, and thereafter be subject to the provisions of the Long Island Rail Road Rules and Working Conditions Agreement, effective June 1, 1947, as amended, except as otherwise specified. Such employees, as well as those on the New York Division Pennsylvania Railroad roster as of the effective date of the Agreement, will have prior rights to yardmaster positions on the Long Island track level at Pennsylvania Station and a notation will be made on the roster to that effect.

(3) Employees transferring to the Long Island Rail Road in accordance with the provisions of (2) of this Agreement who thereafter elect to leave the Long Island Rail Road for any reason, other than due to a displacement by a senior employee, shall forfeit all seniority under the Long Island Rail Road Rules and Working Conditions Agreement.

(4) The Carrier agrees to furnish the General Chairman the names, seniority dates and relative standing of the employees who transfer to the Long Island Rail Road.

(5) In calculating the eligibility for vacations under the National Vacation Agreement of the employees transferred to the Long Island Rail Road under the provisions of (1) and (2) hereof, their continuous service on the Pennsylvania Railroad, as well as their service on the Long Island Rail Road will be used.

(6) The provisions of this Agreement shall not prejudice the position of any of the parties hereto, with respect to the Agreement of May, 1936, Washington, D.C., generally known as the "Coordination Agreement."

Signatures not reproduced.

Appendix A to Agreement of 8-24-67.

**Yardmaster Positions to be Established on
The Long Island Rail Road - Pennsylvania Station, NY**

Position No.	Tour Of Duty
NY-YM-1 Yardmaster	1st Trick
NY-YM-4 Asst. Yardmaster	1st Trick
NY-YM-5 Yardmaster	2nd Trick
NY-YM-2 Yardmaster	2nd Trick
NY-YM-3 Yardmaster	3rd Trick
Relief Yardmaster	Various

APPENDIX D

Attachment to Agreement of December 4, 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

AGREEMENT OF MAY 20, 1952

Agreement entered into by and between The Long Island Rail Road Company, Wm. Wyer, Trustee, the Association of General Chairmen, and Employees of said Company represented by the Labor Organizations signatory hereto, for the purpose of setting forth the circumstances under which employees who are now required to secure return-to-duty cards will be required to secure or not to secure them commencing May 20, 1952.

IT IS AGREED:

(a) Employees covered by this Agreement who are off duty on account of sickness or personal injury not connected with railroad service for six (effective March 1, 2000, fifteen) workdays or less, exclusive of relief days or vacation, will not be required to secure a return-to-duty card before being permitted to return to work.

(b) Employees covered by this Agreement who are off duty on account of sickness or personal injury not connected with railroad service more than six (effective March 1, 2000, fifteen) workdays, exclusive of relief days or vacation, will be required to secure a return-to-duty card before being permitted to return to work.

(c) Employees covered by this Agreement who lose time on account of a personal injury connected with railroad service must secure a return-to-duty card before being permitted to return to work.

(d) The doctor's examination of the employee who is required to take a physical examination in connection with securing a return-to-duty card will be confined to the illness or personal injury not connected with railroad service which caused him to be off duty.

(e) Employees covered by this Agreement who are off duty on leave of absence less than 30 days will not be required to secure a return-to-duty card before returning to work.

(f) Employees covered by this Agreement who are off duty on leave of absence 30 days or more must secure a return-to-duty card before returning to work.

(g) This Agreement is subject to such approval as may be necessary under the terms of the executive order by the President of the United States taking over the railroads.

(h)(1) This Agreement shall be effective as of May 20, 1952, and shall continue in effect until it is changed under the provisions of the Amended Railway Labor Act.

(2) Should the Association of General Chairmen of the Labor Organizations signatory hereto or The Long Island Rail Road Company desire to revise or modify this Agreement, written advance notice containing the proposed changes shall be given as provided in the Amended Railway Labor Act.

Signatures not reproduced.

APPENDIX F

September 30, 1999

Mr. John Eschmann, General Chairman
United Transportation Union-Yardmasters
28 Continental Road
Warwick, NY 10990

Re: Code 7 Payments

Dear Mr. Eschmann:

This is to confirm our past practice regarding the Carrier payment (Code 7) of a day's pay when a UTU-Y representative meets with Carrier officials during his normal tour of duty.

The Carrier will pay one (1) day's pay at the straight time rate of pay to a UTU-Y representative subject to the following conditions:

- a) The meeting must be with a Carrier official and payment must be authorized by that Carrier official on a Code 7 form provided by the Carrier.
- b) The meeting must be during the union representative's normal tour of duty.
- c) A maximum of ten such meetings shall be paid for by the Carrier each calendar year, however, not more than (1) Code 7 payment per representative will be allowed for each day.

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

Very truly yours,

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

I CONCUR:

John Eschmann, General Chairman
United Transportation Union-Yardmasters

cc: G. M. Moran
S. M. Drayzen
L. Beufve
B. Kaufman

APPENDIX G-1

Memorandum Of Agreement

This Agreement made this sixteenth day of September, 1952, by and between Wm. Wyer as Trustee of the property of the Long Island Rail Road Company, Debtor, hereinafter referred to as the Carrier and the Railway Labor Organizations signatory hereto and the employees of the aforesaid Carrier, represented by the signatory Railway Labor Organizations jointly and severally, both hereinafter referred to as the Organizations, witnesseth:

In full and final settlement of disputes arising from the Union Shop and Check-Off notices served upon the Carrier by the Organizations on or about February 5, 1951, it is hereby agreed that the parties hereto accept and will apply as an agreement between them the terms of the Agreement made at Washington, D.C., on August 29, 1952, between the Carriers represented by the Eastern Carrier's Conference Committee and the employees thereof represented by the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations.

This Agreement is subject to approval of the Court that appointed the Trustee.

Signatures not reproduced.

APPENDIX G-1

AGREEMENT OF AUGUST 29, 1952

Between Certain

EASTERN RAILROADS

and the

Employees of Such Railroads Represented by

SEVENTEEN COOPERATING ORGANIZATIONS

Effective September 16, 1952 In Settlement of Employees Request of February 5, 1951

for

UNION SHOP and CHECK-OFF

AGREEMENT

This Agreement made this 29th day of August, 1952, by and between the participating Carriers listed in Exhibit A, attached hereto and hereby made a part hereof, and represented by the Eastern Carriers' Conference Committee, and the employees shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

Section 1

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carriers now and hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this Agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this Agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this Agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions' agreements.

Section 2

This Agreement shall not apply to employees while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this Agreement. However, such excepted employees are free to be members of the organization at their option.

Section 3

(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this Agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-servicemen shall not be terminated by reason of any of the provisions of this Agreement but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this Agreement.

(c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this Section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this Agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions

agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.

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

Section 4

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

Section 5

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

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

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

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

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

If the decision on such appeal is that the employee has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless

within ten calendar days from the date of the decision the organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this Agreement the organization or the employee involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this Agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the organization and the employee.

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

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

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

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

Section 6

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

Section 7

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

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

Section 8

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the Carrier under the provisions of this Agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable termination of seniority and employment; Provided, however, that this Section shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such Carrier acts in collusion with any employee; Provided further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this Agreement.

Section 9

An employee whose employment is terminated as a result of non-compliance with the provisions of this Agreement shall be regarded as having terminated his employee relationship for vacation purposes.

Section 10

(a) The Carriers party to this Agreement shall periodically deduct from the wages of employees subject to this Agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate; Provided, however, that the requirements of this Subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the Carrier with a written assignment to the Organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this Agreement whichever occurs sooner.

(b) The provisions of Subsection (a) of this Section shall not become effective unless and until the Carrier and the Organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making such deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

Section 11

This Agreement shall become effective on September 15, 1952, and is in full and final settlement of notices served upon the Carriers by the Organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of each Carrier party hereto and those employees represented by each Organization on each of said Carriers as heretofore stated. This Agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Washington, D.C. this 29th day of August, 1952.

Signatures not reproduced.

APPENDIX G-2

This Agreement is entered into this 8th day of March, 1965, by and between The Long Island Rail Road Company, hereinafter referred to as the "Carrier", and its employees represented by the Railroad Yardmasters of America, hereinafter referred to as the "Union".

IT IS AGREED:

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

2. No such deduction shall be made except from the wages of an employee who has executed and furnished to the Carrier a written assignment, in the manner and form hereafter provided, of such membership dues, initiation fees and assessments. Such assignment shall be on the form specified in Attachment "A" hereto and shall, in accordance with its terms, be irrevocable for one year from the date of its execution, or upon the termination of this Agreement, or upon the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner. An employee who has executed and furnished to the Carrier such assignment may revoke said assignment by executing the revocation form specified hereinafter within fifteen (15) days after the end of the year, but if the employee does not so revoke the assignment it shall be considered as re-executed and may not be revoked for an additional period of one year, unless within such year this Agreement or the rules and working conditions agreement between the parties hereto is terminated, and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until the employee shall execute a revocation form within fifteen (15) days after the end of any such year. Revocations of assignment shall be in writing and on the form specified in Attachment "B" hereto, and both the assignment and revocation of assignment forms shall be reproduced and furnished as necessary by the Union without cost to the Carrier. The Union shall assume the full responsibility for the procurement of the execution of said forms by employees, and for the delivery of said forms to the Company. Assignment and revocation of assignment forms shall be delivered with the deduction list hereinafter provided for, to the Company not later than the first of the month in which the deduction or termination of deduction is to become effective.

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

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

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

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

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

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

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

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

10. This Agreement shall become effective on March 1, 1965, and shall remain in effect until altered, changed or cancelled in accordance with Railway Labor Act, as amended.

Signatures not reproduced.

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

ATTACHMENT "A"

DEPT. _____ OCCUPATION _____

SOCIAL SECURITY NO. _____

PRINT LAST NAME _____ FIRST NAME _____ INITIAL _____

PRINT HOME ADDRESS _____

TOWN _____ STATE _____ ZIP _____

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

I hereby assign to the United Transportation Union-Yardmasters Department that part of my wages necessary to pay my monthly union dues, assessments, and initiation fees (not including fines and penalties nor insurance premiums unless included in the periodic dues), as reported to the Carrier by the Secretary-Treasurer of the United Transportation Union-Yardmasters Department or his successors in monthly statements, certified by him, as provided under the Deduction Agreement entered into by and between the Organization and the Carrier on March 1, 1965, and I hereby authorize the Carrier to deduct from my wages all such sums and pay them over to such designated representative of the Organization in accordance with said Deduction Agreement.

I understand that if I do not revoke this assignment by executing a revocation form, as provided in paragraph two of the aforesaid Deduction Agreement within fifteen (15) days after the end of one year from the date of the execution hereof, this assignment shall be considered as re-executed and may not be revoked by me for an additional period of one year, unless within such year the aforesaid Deduction Agreement or the rules and working conditions agreement is terminated, and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until I shall execute a revocation form within fifteen (15) days after the end of any such year.

Date _____

Signature _____

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

ATTACHMENT "B"

DEPT. _____ OCCUPATION _____

SOCIAL SECURITY NO. _____

PRINT LAST NAME _____ FIRST NAME _____ INITIAL _____

PRINT HOME ADDRESS _____

TOWN _____ STATE _____ ZIP _____

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

Effective _____, I hereby revoke the Wage Assignment Authorization now in effect assigning to the United Transportation Union-Yardmasters Department that part of my wages necessary to pay my monthly union dues, assessments and initiation fees and I hereby cancel the Authorization now in effect authorizing The Long Island Rail Road Company to deduct such monthly union dues, assessments and initiation fees from my wages.

Date _____

Signature _____

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

ATTACHMENT "C"

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

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

Financial Secretary-Treasurer

For Company Use Only

Payroll Number	Name of Employee	Total Amount Of Deduction	Amounts Deducted

APPENDIX H

AGREEMENT BETWEEN THE LONG ISLAND RAIL ROAD AND THE UTU YARDMASTER DIVISION

In order to establish Senior Yardmaster positions in the Equipment and Energy office, the parties agree to the following:

1. Establish approximately six Senior Yardmaster positions in the E & E office with an hourly rate of pay of \$32. Such rate of pay shall be subject to future Yardmaster wage increases.
 - a. Senior Yardmasters will give direction to and be responsible for the performance of other Yardmasters.
 - b. Senior Yardmasters will be responsible for all duties of the E & E office as assigned by the Carrier.
 - c. The Carrier shall have the right to select Senior Yardmasters from among interested Yardmasters who apply for the position. Should more than one Yardmaster be acceptable to the Carrier, the Senior Yardmaster shall be selected.
 - d. Senior Yardmasters who have been selected as an E & E Senior Yardmaster must remain in an E & E Senior Yardmaster position for at least twelve (12) months from the date selected, so long as there is an E & E Senior Yardmaster position available. Employees selected for E & E Senior Yardmaster positions during their 12-month commitment will not have super seniority and, therefore, will be subject to the provisions of the current Collective Bargaining Agreement regarding job displacement (bid, bumping, abolishments, etc.). During this period, E & E Senior Yardmasters who are displaced from an E & E Senior Yardmaster position for any reason are required to bid for, bump to, or be available for assignment to another E & E Yardmaster position until the 12 months have elapsed. Employees shall not receive the E & E Senior Yardmaster rate of pay unless actually holding an E & E Senior Yardmaster position.

Once the initial twelve month requirement to remain in an E & E Senior Yardmaster position is satisfied, there will be no further obligation to remain in an E & E Senior Yardmaster position, except as provided for in the controlling agreement.
2. Vacation, PLD, etc. for Senior Yardmasters shall be bid separately from Yardmasters. Senior Yardmaster vacancies in the E & E office shall only be filled by Senior Yardmasters assigned to the E & E office. Senior Yardmasters may not cover a Yardmaster vacancy, however a Senior Yardmaster may be used to train a Yardmaster in another yard.
3. Initially, the Carrier will staff the E & E office with three Senior Yardmasters and three Trainmasters or Special Duty employees.
4. During a three year transition period, the Carrier shall increase the number of Senior Yardmasters from three to approximately six Senior Yardmasters in accordance with the following:
 - a. The rate of replacement shall depend on the availability and qualification of Senior Yardmasters and the ability to place Trainmasters in other management positions.
 - b. During the transition period, the duties of the E & E office as assigned by the Carrier may be performed by either Senior Yardmasters or Trainmasters or Special Duty employees without claim by the Organization.
 - c. During the transition period, availability and qualifications shall determine vacation, PLD and overtime assignments.
5. After completion of the three year transition period, all rules of the current agreement shall apply except:
 - a. Rules in paragraphs 1 a, b, c & d and 2 shall continue to apply.
 - b. Should no qualified Yardmasters who apply for this position of Senior Yardmaster be selected, the Carrier may place a management employee in such Senior Yardmaster position without claim until a qualified Yardmaster is selected by the Carrier. Should the assignment of a management employee exceed thirty days, the parties shall meet to identify a replacement Yardmaster employee to be trained and/or assigned to the open position.

6. Training criteria and testing for Senior Yardmasters shall be determined by the Carrier. Thereafter any changes to the training criteria or testing shall be advertised before training commences. An employee who fails such training shall revert to a Yardmaster position provided the employee is still qualified for such position.
7. The number of Senior Yardmaster positions in the E & E office, as well as work schedules, shall be determined by the Carrier.
8. Work assignments for extra Senior Yardmasters shall be made at the same time and in the same manner as Yardmasters assignments.
9. When an open job becomes available in the E & E office, the incumbent Senior Yardmasters working in the E & E office shall have the opportunity to bid the open positions before an E & E office opening is advertised to other Yardmasters in other locations. Seniority shall be used in the E & E office bidding process. Additionally, as per Rule 12, the "30-Day Rule" for open jobs shall apply to the E & E office.

Agreed to this fourth day of June 2001 in Jamaica, New York

For the Organization:

/s/
John Eschmann, General Chairman
UTU – Yardmasters

Edward Knot
Local Chairman

For the Carrier:

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

/s/
G. M. Moran
Director – Labor Relations

APPENDIX I

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 agree to permit current retirees who had not reached Medicare eligible age to enroll in the Empire Plan whereby said retirees would pay the difference between the Empire Plan and their collectively bargained allotments.

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

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

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

Sincerely,

/s/
Kenneth J. Bauer
President

I concur:

/s/
Michael J. Canino, General Chairman, UTU

cc: J.W. Bernet, R. Neville

APPENDIX J

December 14, 2007

Mr. Mark P. Woodson
General Chairman
United Transportation Union – Yardmasters
102-44 183rd Street
Hollis, NY 11423

Re: Definition of Regular Wages

Dear Mr. Woodson:

The Memorandum of Understanding dated December 14, 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/
Mark Woodson, General Chairman
United Transportation Union – Yardmasters

Note: Please see Article II, Section 1 – Pension Benefits of the December 14, 2007 Agreement which states the following:

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

APPENDIX K

March 13, 2008

Mr. Mark Woodson, General Chairman
United Transportation Union - Yardmasters
102-44 183rd Street
Hollis, NY 115423

Re: Mentor Program for Sr. Yardmasters in the Equipment and Energy Office

Dear Mr. Woodson:

In an effort to improve the training provided to newly selected Sr. Yardmasters, Carrier is proposing the creation of a mentoring program.

Carrier will select employees from the Sr. Yardmaster position who will serve as mentors for newly selected Sr. Yardmasters. Employees serving as mentors will receive the rate of pay of their positions as explained herein.

Carrier will determine the number of "mentors" necessary to make this program a success. Selection of employees who will serve as mentors, the tours of duty to which they will be assigned, and the employees selected to receive "mentoring" will also be made by Carrier. Employees selected to become mentors who decide that they do not wish to participate will not be required to serve as mentors. Unless notified by management, mentors will be required to remain at their assigned work locations for the entire tour of duty they are assigned.

The following shall govern the method of compensating mentors:

- When a mentor performs training on his/her tour of duty, the mentor will receive eight (8) hours at straight time plus one (1) hour at straight time for mentoring/evaluation.
- If an employee works as a mentor on his relief day, he will be compensated eight (8) hours at the overtime rate of pay. No mentoring/evaluation payment will be made under these circumstances; however, if required by Carrier, the mentor will be required to complete the evaluation form.
- When a Sr. Yardmaster performs service and mentors an employee on other than his tour of duty (except on relief days), he will receive eight (8) hours at time and one-half plus one (1) hour straight time for mentoring.

No mentoring payments shall be paid when the mentor is not assigned to mentor employees. Additionally, to receive the mentoring payment, the mentor must complete an evaluation form to the satisfaction of Carrier on a form furnished by Carrier. If Carrier does not require the mentor to complete an evaluation form the mentor will receive the mentor payment described above. (Note: It is understood that Carrier is solely responsible for determining whether a newly selected Sr. Yardmaster has qualified.)

Carrier may appoint and remove individuals to/from mentoring service without benefit of trial or appeal; however, if an employee believes that he/she has been improperly removed from the mentoring program by Carrier, he/she may appeal to the Superintendent-Train Movement or his/her designee, whose determination will be final and binding and not subject to further appeal.

If you concur with the provisions of this Agreement, please sign in the space provided below.

Very truly yours,

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

United Transportation Union - Yardmasters Department

Yardmasters

Title	Year	% Inc.	Rate	Night Differential Not Applicable					Notes	
									No.	Eff.
Sr. Yardmaster (Occ: 7985)	1/1/2006	3%	36.016						2	6/4/2001
	1/1/2007	4%	37.457						3	1/30/2008
	1/1/2008	3.5%	38.768							
	1/1/2009	3%	39.931							
Yardmaster (Class C) (Occ: 7990)	1/1/2006	3%	34.226						1	1/1/1987
	1/1/2007	4%	35.595						3	1/30/2008
	1/1/2008	3.5%	36.841							
	1/1/2009	3%	37.946							
Yardmaster - Training (Class A) (Occ: 8000)	1/1/2006	3%	31.132						3	1/30/2008
	1/1/2007	4%	32.377							
	1/1/2008	3.5%	33.510							
	1/1/2009	3%	34.515							

Notes:

New Hire Wage Progression

1 - The basic daily rate of pay of Yardmasters (Class C) shall be not less than \$6.29 per day over the basic daily rate of any LIRR Engine or Train Service personnel they supervise.

2 - New position.

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

Prior company service counts toward wage progression.

1st	240	Days of Compensated Service	70%
2nd	240	Days of Compensated Service	75%
3rd	240	Days of Compensated Service	80%
4th	240	Days of Compensated Service	85%
5th	240	Days of Compensated Service	90%
After	1,200	Days of Compensated Service	100%