

AGREEMENT

Entered into by and between

THE LONG ISLAND RAIL ROAD COMPANY

and

**ELECTRICIANS, THEIR HELPERS
AND APPRENTICES**

Represented by

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS AFL-CIO
LOCAL 589**

**RULES UPDATED THROUGH
May 31, 2008**

including

**AGREEMENTS OF
December 16, 2003
and
December 14, 2007**

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May 31, 2008

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AGREEMENTS OF
December 16, 2003
and
December 14, 2007

and

RATES OF PAY EFFECTIVE
January 1, 2006, January 1, 2007,
January 1, 2008, January 1, 2009*

*2009 Rates of Pay effective through
June 15, 2010

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SCOPE

These rules shall constitute an Agreement between The Long Island Rail Road Company and the employees of said Company of the classifications herein set forth as represented by:

International Brotherhood of Electrical Workers
AFL-CIO

and shall govern the Hours of Service, Working Conditions and Rates of Pay of employees of the following classes of the Maintenance of Equipment and Maintenance of Way (Electric Traction) Departments of The Long Island Rail Road Company:

Electricians, Helpers and Apprentices.

DEFINITIONS

Where the term "the duly accredited representative" appears in this Agreement it shall be understood to mean a member or members of the regularly constituted Committee of an Organization signatory hereto, certified for the purposes of the Railway Labor Act, as amended, as the representatives of the employees covered by this Agreement.

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

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RULE 1
Basic Day

(a) Eight (8) hours shall constitute the basic workday.

(b) 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.

(c) 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's operational requirements; so far as practical the days off shall be Saturday and Sunday. The foregoing workweek rule is subject to the provisions of this Agreement which follow.

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

(e) Where the nature of the 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.

(f) 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.

(g) All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under individual agreements.

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 whom they are relieving.

(h) If in positions or 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 (d) 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 assignments into effect, the dispute may be processed as a grievance.

(i) 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 positions or assignments covered by paragraphs (d), (e) and (f), the following procedure shall be used:

(1) All possible regular relief positions shall be established pursuant to paragraph (g).

(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 men 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 work from additional relief men.

(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 assignment into effect subject to the right of employees to process the dispute as a grievance or claim; and in such proceedings, the burden will be on the Carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five days per week.

(j) The term "workweek" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

RULE 2
Assignment Of Work

(a) None but Electricians or Apprentices regularly employed as such shall do the Electricians' work as per the special rules of the Electricians' craft.

(b) This Rule prohibits foremen or other supervisory employees in the exercise of their duties to perform work covered by this Agreement, except that a foreman or other supervisory employee may instruct employees under his/her supervision and demonstrate new techniques.

(c) At outlying points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will, as far as they are capable of doing so, perform the work of any crafts not having a mechanic employed at that point as may be necessary. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman or General Chairmen of any craft, the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement, it shall be handled as hereinafter provided and pending the disposition of the dispute the Carrier may proceed with or continue its designation.

(d) The Carrier shall give at least ten (10) days' written notice to the General Chairman or General Chairmen when it is contemplated that there will be a change in work forces or the establishment of a new outlying point. The Carrier will arrange a conference with the General Chairman or General Chairmen to discuss the proposed changes.

(e) Helpers assigned to assist Electricians or apprentices shall be subject to instructions of Electricians or apprentices (both under direction of foremen) and will perform such work as may be assigned to them to the end that they may be kept fully occupied and that the mechanic or apprentice and his/her helper may work jointly to bring the work to a successful conclusion in the shortest possible time.

(f) The parties agree that the Stationary Engineers and Firemen permanently assigned to run the Morris Park Power Plant may on a no-precedent, no-referral basis, repair, maintain and replace equipment at the Power Plant on a non-exclusive basis without penalty to the Carrier. Such work shall be limited to work which normally can be completed by the Engineer or Fireman in one hour or less and limited to work within the existing confines of the Morris Park Power Plant.

RULE 3 Time Begins And Ends-MW

Employees' time will begin and end at designated points established for their positions by advertisement bulletin.

RULE 4 Changing Shifts

Employees changed from one shift to another to perform service covered by these rules shall be paid overtime rates for the first shift of each change. Employees working two or more shifts on a new shift will be considered transferred. This will not apply when shifts are changed in the exercise of seniority or at the request of the employees involved nor to employees on relief assignments.

Relief employees who perform relief work in two positions within a twenty-four hour period will be paid straight time for the first eight hours worked in each position. For time worked in excess of eight hours in each position so relieved, he/she will be compensated in accordance with the foregoing provisions of this Rule.

RULE 5 Assigned Road Work-MW

Employees regularly assigned to road work, whose tours of duty are regular and who leave and return to home station daily, shall be paid continuous time from the time of leaving the home station to the time they return whether working, waiting or traveling, exclusive of the meal period, as follows: straight time for all straight time hours and overtime for all overtime hours at the home station.

When the normal starting time does not meet actual service requirements as regulated by the character of the work and train service, this starting time may be changed to not earlier than 5:30 A.M. or later than 8:30 A.M. upon sixteen (16) hours' notice to the employees affected.

If required to remain away from designated headquarters beyond the usual quitting time and expenses for meals or lodging are incurred by the employee, actual necessary expenses will be allowed.

This Rule does not apply to employees traveling between their homes and designated assembling points nor to employees traveling in the exercise of seniority or for other personal reasons.

RULE 6
Emergency Road Work and Wreck Service-ME

An employee regularly assigned to work at a shop, enginehouse, repair track, inspection point, powerhouse, or substation, when called for emergency road service, shall be paid from the time required to report at the point designated at home station or resident station until his/her return in accordance with the practice at the home station.

If during the time on the road the employee is relieved from duty and permitted to go to bed for five (5) hours or more, such time shall be paid for.

In no case shall an employee sent out on the road for emergency service be paid for less than eight (8) hours for each calendar day when such service prevents him/her from making his/her regular daily hours at home station.

When meals and lodging are not provided by the Carrier, actual necessary expenses shall be allowed. Employees will be called, as nearly as possible, one (1) hour before leaving time and on their return will deliver tools at point designated.

Wrecking service employees will be paid in accordance with this Rule.

RULE 7
Temporary Service Outlying Points-ME

Employees sent out to fill vacancies temporarily at an outlying point or shop, or temporarily transferred to an outlying point or shop shall be paid continuous time from the time required to report at point designated at home station or resident station to the time designated to report for duty at the point to which sent, payment to be at straight time rates for straight time hours at home station and overtime rates for overtime hours at home station whether waiting or traveling, except:

If on arrival at outlying point there is an opportunity to go to bed for five (5) hours or more before time designated to report for duty, such hours will not be paid for.

Employees reporting at the point to which sent shall be paid overtime rates in accordance with the provisions of Rule 47 for all time worked during the initial twenty-four (24) hour period, and thereafter shall be paid at the straight time and overtime rates for service performed in accordance with bulletined hours at that point with a guarantee for each day worked of not less than their bulletined hours at home station.

Where meals and lodging are not provided by the Carrier actual reasonable expenses will be allowed.

On the return trip to home station or resident station employees shall be paid straight time for straight time hours and overtime for overtime hours in accordance with practice at home station up to the time of arrival at the home station or resident station.

RULE 8
Intermittent Service-ME

At outlying points where less than three tricks of running repair or inspection forces are employed and the required work cannot be performed on a continuous time basis, eight (8) hours work may be bulletined within a spread of ten (10) hours. Employees filling such positions shall be paid overtime for all time actually on duty or held for duty in excess of eight (8) hours from the time required to report for duty to time of release within ten (10) consecutive hours, and also for all time in excess of ten (10) consecutive hours computed continuously from the time first required to report until final release. Time shall be counted as continuous service in all cases where the interval of release from duty does not exceed one (1) hour.

RULE 9
Starting Time And Meal Period-ME

(a) There may be one, two or three shifts employed. The starting time of any shift shall be arranged by agreement between the Carrier and the General Chairman, based on actual service requirements.

(b) The designated bulletined time of the meal period shall be subject to mutual agreement.

(c) Where three shifts are employed in continuous service, the spread of each shift shall consist of eight (8) consecutive hours including an allowance of thirty (30) minutes paid meal within limits of the fifth hour.

(d) Lapped shifts varying from above will not be established except where the requirements of the service cannot be met by other equally economical arrangements.

RULE 9A
Starting Time And Meal Period-MW

(a) There may be one, two or three shifts employed. The starting time of the work periods for regularly assigned service shall be arranged by agreement between the Carrier and the General Chairman, based on normal service requirements. When the normal starting time does not meet actual service requirements as regulated by the character of work and train service, this starting time may be changed to not earlier than 5:30 A.M. or later than 8:30 A.M. upon sixteen (16) hours' notice to the employees affected.

(b) The time and length of the meal period shall be subject to mutual agreement.

(c) Where three shifts are employed in continuous service, the spread of each shift shall consist of eight (8) consecutive hours including an allowance of thirty (30) minutes for meal within the limits of the fifth hour.

(d) Lapped shifts shall not be established except where the requirements of the service cannot be met by other equally economical arrangements.

RULE 9B
Lateness Due To Interruption of Service-ME/MW

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

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

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

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

West Side Yard -

Employees reporting late for duty at West Side Yard because of an interruption of service on The Long Island Rail Road shall suffer no loss of pay provided:

(a) If the destination of the employee's train is Penn Station, the train is scheduled to arrive at Penn Station in sufficient time to allow the employee to report to his/her duty location, ready to perform work at the starting time of his/her assignment.

(b) If the employee must change trains at Jamaica, the train used is scheduled to arrive at Jamaica at least 12 minutes in advance of their proper westbound train which stops at Penn Station. The proper westbound train must be scheduled to arrive at Penn Station in sufficient time to allow the employee to report to his/her duty location ready to perform work at the starting time of his/her assignment.

RULE 10
Seniority Districts-ME

Seniority districts as in effect immediately prior to the adoption of this Rule shall remain in effect until and unless changed by mutual agreement between the Carrier and the duly accredited committee of the employees.

RULE 11
Seniority, Date Of-ME

Employees covered by these rules shall, except as otherwise provided herein in the case of laborers assigned to helper positions and in Rule 24 for apprentices, establish seniority as helpers from the time their pay starts as helper or Electrician. Their seniority as Electrician shall date from the date awarded an advertised position.

Placement order on seniority rosters for employees who are hired or qualified as mechanics on the same date shall be determined by a lottery with the Local Representative making the selection in the presence of a management representative.

A helper having four years' service and possessing the qualifications for promotion to Electrician shall be eligible for promotion and may make application for advertised Electrician's positions. Such applicants will be required, in seniority order, to demonstrate their ability by a reasonable, uniform, practical test, which shall be as agreed upon by the officer in charge or the General Chairman or his/her representative. The General Chairman or his/her representative may, if desired, be present during the test. A helper failing to pass this practical test will not forfeit his/her right to make future application to be examined for Electrician's positions.

Helpers may be assigned to fill temporary vacancies of less than thirty (30) days duration in the Electricians' class without advertising such vacancies. In assigning helpers in such cases, preference will be given to the senior,

qualified, available helper. If the helper so assigned is not the senior, qualified, available helper, he/she may be displaced by a senior, qualified, available helper, provided displacement is made prior to the starting time of the tour of duty on any day by notice to the Foreman. The helper assigned in accordance with the preceding sentence hereof will not be subject to displacement from such temporary vacancy.

Helpers may be assigned to temporary new Electrician positions. Helpers so assigned will be continued as Electricians for a period of thirty (30) days except that this will not apply if the temporary positions are advertised. Nothing herein will be construed as prohibiting the abolishment of any position at any time by proper notice. In assigning helpers in such cases, preference will be given to the senior, qualified, available helper. If the helper so assigned is not the senior, qualified, available helper, he/she may be displaced by a senior, qualified, available helper, provided displacement is made prior to the starting time of the tour of duty on any day by notice to the Foreman. The helper assigned in accordance with the preceding sentence hereof will not be subject to displacement from such temporary position.

Laborers awarded advertised helper positions or vacancies shall acquire helper seniority from the date they are awarded such position or vacancy. Laborers assigned to fill unadvertised helper positions or vacancies will not acquire helper seniority.

Newly hired employees who are awarded positions for which they are not fully qualified, will not be placed on the Roster as required in Rule 11, Seniority, Date of-ME.

These employees will be given up to 30 calendar days in which to qualify for the position. Once fully qualified they will be granted seniority status retroactive to the date that they were awarded said position.

When an employee is disqualified from a position, and the Department desires to fill the position prior to the next Bulletin, the following will apply:

The Department will seek an employee on an open position who possesses the qualifications that fulfill the requirements of the position. If the employee is available, and an exchange will not affect the requirements of service, said exchange will be effectuated.

RULE 11A Seniority, Date Of-MW

Employees in the respective crafts covered by these rules shall earn seniority as helper from the time their pay starts as mechanic or helper. Their seniority as mechanic shall date from the date awarded an advertised mechanic position.

Placement order on seniority rosters for employees who are hired or qualified as mechanics on the same date shall be determined by a lottery with the Local Representative making the selection in the presence of a management representative.

Helpers having the qualifications for advancement to mechanic positions shall be eligible for promotion and may make application for advertised mechanic positions. Such applicants will be examined for promotion in the order of their seniority on the helpers' roster; the officer in charge shall decide whether the applicant is qualified therefor. A helper failing to pass examination for promotion to an advertised mechanic position will not by such failure forfeit his/her right to make application and be examined for a mechanic position subsequently advertised.

Newly hired apprentices in the Lineman Cable Splicer Program shall not be granted seniority status until such time as they qualify as Lineman Cable Splicer Mechanic. Thereafter, seniority shall be established in both the helper and mechanic class. (See Appendix I-2B.)

Newly hired apprentices in the Third Rail/ Electric Light and Power Training Program shall not be granted seniority status until such time as they qualify as Electrician Journeymen. Thereafter, seniority shall be established in both the helper and mechanic class. (See Appendix I-3.)

RULE 12 Seniority Rosters-ME

(a) Seniority rosters will be revised as of January 1st each year, and posted during the month of January showing the names, seniority dates and relative standing of all employees in each seniority district. Copy of roster will be furnished to Chairmen of the Committees in their respective seniority districts.

(b) The point seniority rosters set forth below, covering employees classified as Electricians and Electrician Helpers, have been closed to all employees whose names did not appear on the point seniority rosters:

Morris Park Diesel Shop	V.D. Yard
Morris Park Electric Shop	Outlying Points
Dunton Inspection Shed	Coaches

(c) A new seniority roster was created, effective June 1, 1958, entitled "System Seniority Roster of Electricians and Electrician Helpers."

(d) The Electricians and Electrician Helpers whose names appear on the point seniority rosters will be accorded a seniority date of June 1, 1958, on the newly created roster and shall be ranked thereon in accordance with their relative seniority date shown on the respective point rosters.

(e) The employees whose names now appear on the aforesaid point rosters will have prior rights at each of their respective locations in the exercise of seniority.

(f) All employees of the Electricians' craft whose names now appear on the Supplemental Roster of Electricians shall, effective September 13, 1967, have their names placed on the bottom of the System Seniority Roster of Electricians in the same relative order that they appeared on the Supplemental Roster.

(g) The Electrician apprentices' seniority rights will be protected by providing the apprentice with a seniority date on the system roster upon the completion of their apprenticeships. This seniority date to be agreed to by both parties.

(h) Employees may exercise their point seniority where their positions are abolished or they are displaced by senior employees or where making application for bulletin positions. Employees exercising their system seniority cannot displace or outbid an employee who is entitled to or filling a position on the basis of his point seniority set forth in paragraph (e).

RULE 12A **Seniority Rosters-MW**

Seniority rosters will be revised as of January 1st each year, and posted during the month of January showing the names, seniority dates and relative standing of all employees in each seniority district. Copy of roster will be furnished to Chairmen of the Committees in their respective seniority districts.

RULE 13 **Seniority, Appeals From Date Of**

An employee will have sixty (60) days from the date his/her name first appears on the roster to appeal his/her roster date or relative standing thereon, except that in case of an employee absent on leave, sickness, disability, or suspension at the time roster is posted, this time limit will apply from the date employee returns to duty. If no appeal is taken within the time limit, future appeals will not be entertained unless the employee's roster date or his/her relative standing is changed from that first posted.

RULE 14 **Promotion To Supervisory Positions**

(a) Employees in service will be considered for promotion to supervisory positions. Employees who have applied for promotion to supervisory positions but who are not selected for same, may, if they so desire, discuss the reason(s) they were not selected for promotion with a representative of the Human Resources Department. This meeting shall be held on the employee's own time, unless otherwise agreed to.

(b) Effective October 1, 1983, employees now filling or promoted to official, supervisory or excepted positions shall retain all their seniority rights and shall continue to accumulate seniority provided they remain members in good standing with the Organization. If such an employee fails to remain a member in good standing, the duly accredited representative shall so notify the Director-Labor Relations and the employee. Within 30 days after receipt of notification, any such employees will forfeit their seniority unless, within the 30-day period, the employees involved remit all monies due the Union.

(c) Supervisory employees who return to the ranks of shop craft employees may, within five (5) working days, exercise seniority over any junior employee in their craft. Other employees displaced as a result thereof may exercise seniority in accordance with the provisions of the controlling agreement.

(d) When new positions or vacancies occur in a position of Engineering System Operator or Load Dispatcher, they shall be filled by appointment from employees of the Sub-Station Electricians' Class. (See Agreement attached as Appendix F.)

RULE 15 **Advertisement Of Positions**

When new positions are created or any vacant Electrician and helper jobs occur in the Electricians' craft or seniority group covered by these rules, they will be bulletined on the 10th of November and every two (2) months thereafter (in the event the 10th is a weekend or holiday the next business day will be considered the 10th) and the

bulletin posted five (5) days before being permanently filled, except that temporary positions or vacancies need not be bulletined until after thirty (30) days. A copy of bulletin will be furnished the Local Chairman.

Note: It is not the intention of the parties to this Agreement to change any procedure or application of the current Agreement except to provide a less frequent time frame during which bulletins must be posted.

It is understood that vacancies occurring after the close of a bulletin may be filled, if necessary, by appointment on a temporary basis pending the next scheduled posting period, at which time the "vacancy" will be posted.

The Carrier may at its sole discretion post Special Bulletins for job vacancies that occur prior to the next schedule posting date. The Organization shall be notified in advance of the posting and the Special Bulletin shall be discussed with a union representative. Such Bulletin shall not require union agreement.

Note: This provision will apply to vacancies that occur between posting dates. This does not give the Carrier the right to create a composite mechanic.

RULE 16

Application For Advertised Position

(a) Employees eligible for and desiring such bulletined position must make written application within the advertising period to the officer whose name appears on the bulletin. Electricians actively employed as such will not be considered as eligible bidders on advertised helpers' positions.

(b) Employees may exercise their point seniority where their positions are abolished or they are displaced by senior employees or where making application for bulletin positions. Employees exercising their system seniority cannot displace or outbid an employee who is entitled to or filling a position on the basis of his/her point seniority.

(c) An employee receiving an arbitrary rate of pay shall be free from job selection and will be assigned work as determined by the local supervision. This will not deprive the employee from exercising seniority to bulletined positions.

(d) An employee who is receiving an arbitrary rate of pay and bids to a lower rated position forfeits his/her arbitrary.

RULE 17

Application For Former Position

The application from an employee for an assignment he/she has just vacated will not be considered until it is once filled and again vacated.

RULE 18

Returning From Sickness, Leave Of Absence, Etc.

(a) An employee returning to duty after leave of absence, vacation, sickness, disability or suspension shall return to his/her former position unless it has been abolished or obtained by a senior employee through displacement or may within five (5) days select any position bulletined during his/her absence which was awarded a junior employee; other employees thus displaced shall have the same rights as employees returning to duty under this Rule.

(b) If, during the time an employee is off account of leave of absence, vacation, sickness, disability or suspension, his/her former position has been abolished or obtained by a senior employee through displacement, he/she shall exercise seniority under this Rule, and other employees thus displaced shall exercise seniority in like manner.

RULE 19

Qualifications For Position

(a) The Carrier and the Organization will jointly establish qualifications for various classes of employees covered herein. It is further agreed that employees bidding positions above their incumbent positions will be required to take appropriate examinations and perform actual demonstration of their abilities in order to determine their qualifications. Such examinations and demonstrations are to be jointly developed and administered by the Management and the Organization.

Qualifications for the Maintenance of Equipment positions of Electrician Electronic Technician - Electronics Shop and Federal Inspector will be jointly established to ensure that future applicants are fully qualified to assume the positions, in keeping with the differentials which were added to those base rates by the Agreement of August 26, 1983.

(b) The Carrier will post a notice at least twice a year advising interested employees of the date and time of various qualification tests in the Engineering Department and in the Maintenance of Equipment Department. The Organization will be notified fifteen (15) days in advance of the posting date.

All interested employees will be tested. Employees who qualify will be awarded positions as they become available in order of seniority. Employees holding qualifications will not be added to the overtime list until they actually are awarded a position.

(c) When IBEW represented employees, who require training, bid or bump into Electrician - Car Mover, Electrician - Electronic Technician or Lineman - Cable Splicer positions, such employees shall be required to remain qualified and remain in such position requiring those qualifications for a period of at least fifteen months from the date initially qualified. An employee will be released from the fifteen-month period if he/she is awarded a higher hourly rated position. No more than eighty-five (85) employees shall be subject to this lock in provision at any one time.

Once the initial fifteen-month requirement to remain qualified and remain in such position is satisfied, there will be no further obligation to remain qualified and remain in such position except as provided for in the controlling agreement. Employees can request to be released from the aforementioned fifteen-month period by demonstrating a hardship as defined by the Family Medical Leave Act. Employees will present their request to the Department head or his/her designated representative. Upon receipt of the above-referenced application, the Department head or his/her designated representative will review and consider such request. The release from the fifteen-month period shall be at the discretion of the Department head or his/her designated representative.

Refer to Agreement dated February 14, 2006 (Appendix BB) regarding Electrolysis Tester Qualifications.

RULE 20

Awards

Award will be made within five (5) days after the close of the advertisement to the senior applicant having the qualifications necessary to fill the position, and bulletin will be posted announcing the name of the employee awarded the position. A copy of the award bulletin will be furnished the Local Chairman. In the event of question arising under this Rule, record of bids will be made available upon request. This Rule shall not be construed so as to require the placing of employees on their awarded positions immediately, where properly qualified employees are not available at the time to fill their places, but such transfers must be made within ten (10) days.

Effective September 27, 2005, an Electrician Trainee who successfully completes the new hire Electrician Training Program with less than five (5) years of service as an Electrician with the Carrier, who makes application for a position and is subsequently awarded the position, is prohibited from being awarded another position for a period of six (6) months from the date of the initial award, except in instances where the second award will generate a higher rate of pay (Refer to Appendix I-12).

RULE 21

No Bids From Qualified Employees

(a) If bulletin advertising a position is canceled, notice to that effect, and the reason therefor, will be posted on bulletin board on which the bulletin appears.

(b) Bulletined positions may be filled temporarily pending assignments and in event no applications are received from qualified employees covered herein, as a result of the second advertisement, then the position may be filled without re-advertisement.

RULE 22

Failure To Qualify

An employee exercising seniority under Rule 16 will do so without expense to the Carrier. Employees who are awarded advertised positions in accordance with Rule 16 will be allowed up to twenty (20) working days in which to qualify. This provision is not applicable to the Electronics Shop and/or Electrician Electronics Technician. If after being assigned he/she fails to qualify, he/she will retain his/her seniority but may not displace any regularly assigned employee.

When an employee exercises his/her displacement rights and is later found not to be qualified, the incumbent employee will not be displaced from his/her job. The employee making the bump will be afforded up to eight (8) hours to demonstrate his/her ability to perform the job.

RULE 23
Laborers Used As Helpers

Laborers, or similar class of workmen, may be used as helpers when sufficient number of helpers are not available at the time required. When so used for one (1) hour or more, they shall receive the helper's rate for the time so engaged.

RULE 24
Helper Apprentices-ME

A helper, after two (2) years as such, who possesses the necessary fitness and ability may be employed as a helper apprentice. Applicants for helper apprenticeship will be assigned on the basis of seniority, if competent.

All helper apprentices must be able to speak and read and write the English language and understand at least the first four rules of arithmetic.

Helper apprenticeships shall consist of six periods of 130 eight-hour days of service each, overtime excluded.

A helper apprentice upon the completion of his/her apprenticeship will be furnished a certificate of service by the Carrier and will receive the rate of the position to which assigned. His/Her seniority as a mechanic will date from one (1) year prior to the date he/she completed his/her apprenticeship.

The number of helper apprentices in each craft will be governed by the necessity of educating the requisite number of mechanics for the service but shall not exceed one (1) to every ten (10) mechanics.

Helper apprentices will be instructed in the various skills of their trades in accordance with the schedule established by the Management in conference with the committee representing the employee covered herein.

SPECIAL RULES
MAINTENANCE OF WAY DEPARTMENT

RULE 25
Qualifications-MW

Anyone who has served an apprenticeship, or who has had four-(4) years' practical experience in electrical work, or who is competent to perform electrical work and execute same to a successful conclusion within a reasonable time, will be rated as an Electrician.

An Electrician will not necessarily be an armature winder.

In the employment of new employees, preference will be given to those who have served an apprenticeship or have had four-(4) years' experience at the trade, if available.

RULE 26
Classification Of Work
Transmission, Distribution, Sub-Station-MW

Electricians' work in the Maintenance of Way Department (Electric Traction) shall consist of installing, maintaining and locating trouble on supervisory and automatic control equipment used in connection with the transmission, conversion and distribution of electric power; installing, maintaining and testing protective and selective relays while connected with transmission and Electric Traction distribution systems (does not apply to repairing relays in shops which have been removed and sent to shops for repairs); maintaining, repairing, rebuilding, inspecting and installing overhead catenary systems, transmission lines and switching equipment; testing and locating trouble in A.C. Substations; D.C. Traction Bonding applied by brazing or welding process; testing insulated cables, cable splicing except as provided in Rule 27, maintaining, inspecting, installing and field repairing of electric wiring of generators, switchboards, meters, motors and rheostats with their controls, transformers and converters, motor generators, storage batteries, inside and outside wiring of shops, buildings, and yards and conduit work in connection therewith, and all other work recognized as Electricians' work when performed by Electric Traction forces of the Maintenance of Way Department.

RULE 27
Classification Of Work, Third Rail-MW

Third Rail Electricians' work in the Maintenance of Way Department (Electric Traction) shall consist of installing and maintaining third rail, third rail insulators, protection boards, sectionalizing switches, third rail and negative cable including splicing of negative cable, pot heads, cable terminals, third rail anchors, D.C. Traction Bonds except as provided in Rule 26 and all other work on third rail systems and connections thereto including positive cable splicing.

RULE 28
Electrician Helpers-MW

Employees assigned to help Electricians; renewing and cleaning lamps; cleaning and/or lubricating electrical apparatus; cutting, threading, reaming and straightening conduit pipe; operating drill presses and power hack saws in connection with electrical work; grinding and drilling running rail joints when performed in connection with third rail work; taking battery readings; and all other work recognized as Electrician Helpers' work.

SPECIAL RULES
MAINTENANCE OF EQUIPMENT DEPARTMENT

RULE 29
Qualifications-ME

Anyone who has served an apprenticeship, or who has had four (4) years' practical experience in electrical work or who is competent to perform electrical work and execute same to a successful conclusion within a reasonable time, will be rated as an Electrician.

An Electrician will not necessarily be an armature winder.

In the employment of new employees, preference will be given to those who have served an apprenticeship or have had four-(4) years' experience at the trade, if available.

RULE 30
Classification Of Work-ME

Electricians' work shall consist of maintaining, repairing, rebuilding, inspecting and installing the electric wiring of all generators, switchboards, meters, motors and rheostats with their controls, transformers and converters, D/H inverters/converters, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries (except as provided in Rule 34), axle lighting equipment and electric lighting fixtures; winding armatures, fields, magnet coils, rotors, transformers and starting compensators; inside and outside wiring at shops, shop buildings and shop yards and conduit work in connection therewith when performed by Maintenance of Equipment Department employees; electrical work on steam and electric locomotives, passenger train cars, motor cars, electric tractors and trucks; high tension power operators assigned to the operation of power stations, substations, distributing power to large distributing systems and/or for electric traction, including changing and adjusting of brushes, and other parts for the proper running of equipment and making such testing and repairs as they are qualified to perform; and all other work in the Maintenance of Equipment Department recognized as Electricians' work.

Troubleshoot, read wiring and schematic diagrams, trace circuits, grounds, short circuits, test, repair and install speed control equipment and air conditioning, and such other work considered Electricians' work. Strip, repair and rewind all types of armatures, also testing of same and such other work considered Electricians' work. Repair, rebuild, calibrate and test speed control relays and other precision relays considered Electricians' work. Repair, rebuild, and test traction motors and such other motor work considered Electricians' work. Inspect and test electrical equipment on diesel-electric locomotives, electrical multiple unit cars and other self-propelled units as required of the Company by law, including such other work considered Electricians' work. Maintain and repair electrical equipment and their appurtenances, testing of speed control and such other work considered Electricians' work; move M.U. cars. Operate electric overhead cranes. Repair and rebuild automatic electric couplers.

Sub-Station Electricians qualified and assigned to installing, maintaining and locating trouble on supervisory and automatic control equipment used in connection with the generation, transmission, conversion and distribution of electric power; maintaining and locating trouble on auxiliary equipment; installing, maintaining and testing protective and selective relays while connected with transmission and electric traction distribution systems (does not apply to repairing relays in shops which have been removed and sent to shops for repairs), voltage regulators as applied to

generators used in connection with the generation, transmission, conversion and distribution of electric power for electric traction purposes; repairing watt hour meters and recording electrical instruments; testing insulated cables with apparatus capable of producing direct current voltage in excess of 10,000.

RULE 31
Electric Crane Operators-ME

Operators of electric traveling and gantry cranes of forty-(40) ton capacity or over.

RULE 32
Electric Crane Operators-ME

Operators of cab-operated overhead electric traveling and gantry cranes of less than forty (40) tons capacity.

RULE 33
Electrician Apprentices-ME

Include regular and helper apprentices in connection with the work as defined in Rule 30.

RULE 34
Electrician Helpers-ME

Employees assigned to help Electricians and Apprentices; renewing and cleaning lamps, taking car lighting voltage readings, flushing and cleaning storage batteries, including connecting and disconnecting incident thereto; blowing, cleaning and/or lubricating generators, convertors, motors, controllers, transformers and other apparatus; operating bake ovens; operating machines for cutting, threading; reaming and straightening conduit pipe; operating drill presses and power hack saws in connection with electrical work, and all other work recognized as Electrician Helpers' work.

RULE 35
Protective Clothing-ME

(a) Protective clothing for such employees as welders, battery room workers and acid room workers will be provided at no expense to the employees.

(b) Employees in the Maintenance of Equipment Department engaged in the handling of storage batteries and mixing acid will be provided with acid-proof rubber gloves and aprons, and boots if necessary. (See Rule 40.)

(END OF SPECIAL RULES)

RULE 36
Temporary Or Seasonal Position

An employee placed in a seasonal or temporary position will, upon the expiration of such seasonal or temporary position, be protected as to his seniority rights to the job he formerly occupied.

RULE 37
Differentials-ME

The following differentials pertain only to red-circled positions and employees in accordance with Rule 67(c):
At points where there are ordinarily fifteen (15) or more electric locomotives tested and inspected each month and Electricians are required to swear to federal reports covering such inspection, an Electrician will be assigned to handle this work in connection with other Electricians' work and shall be allowed nine cents (9¢) per hour above the Electrician's minimum rate at the point employed.

At points or on shifts where no Federal Inspector is assigned and Electricians are required to inspect electric locomotives and swear to federal reports covering such inspection, they shall be paid nine (9¢) per hour above the Electrician's minimum rate at the point employed for the day on which they are required to perform this service. (Per the Agreement of August 26, 1983, all Federal Inspectors receive a 13¢ per hour differential. The "red-circled" 9¢ per hour differential for Federal Inspectors as stated in this Rule is included within the 13¢ differential.)

RULE 38
Welding-ME

(a) Oxyacetylene, thermit or electric welding will be performed by mechanics or apprentices selected for such work from the various crafts as nearly as possible to the ratio that the work generally recognized as belonging to each craft bears to the total of such work. Individuals or gangs so selected will weld any job to which assigned.

(b) The use of the burning torch in cutting down equipment or machinery for scrap when performed by the employees covered by these rules may be assigned to helpers at the established helper's rate.

RULE 39
Protection Of Employees-ME

(a) No employee will be required to work on or under a locomotive, derrick, car, elevator or mould without proper protection.

(b) Where the nature of the work to be done requires it, locomotives, derricks or passenger cars will be placed over a pit, if available.

Protection-Blue Flag and Blue Light

(c) Trains or cars while being inspected or worked on by Electricians will be protected by blue flag by day and blue light by night, which will not be removed except by person placing same.

RULE 40
**Foul Weather Gear, Winter Parka,
Climbing Boots, Work Gloves
Safety Shoes & Safety Gloves**

(a) The Carrier will provide foul weather gear to employees when required to work outdoors in inclement weather.

(b) A winter parka will be supplied by the Company at two-year intervals at no cost to each employee covered by the Agreement who, as part of his/her regular assignment, is required to perform service outdoors. The care and maintenance of the parka shall be the responsibility of the employee.

(c) Employees in the Engineering Department as of December 31, 1982, and on each December 31 thereafter, who are required to climb poles, will be granted a \$35.00 allowance toward the purchase of climbing boots.

(d) The Carrier will expand its issuance of work gloves to all employees covered by this Agreement. (See Rule 35.)

Safety Shoes

(e)(1) Effective June 22, 1995, the Carrier will provide each employee with \$95.00 (effective October 27, 1997: \$100.00) in July of each 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 (e)(1), provided written notice is provided to the Director-Labor Relations by June 1 of each year.

Safety Glasses-ME

(f) Prescription safety glasses will be supplied at no cost to employees, every two years. Day shift employees will be scheduled for the initial examination one hour before the end of the tour, and for fitting one-half hour before the end of the tour. Employees will be released from work in both cases one hour before the scheduled appointment.

(g) Safety gear when required by the Company's safety rules shall be worn by the employee during his hours of service. When safety gear is required it shall be issued by the Company to the employee or as outlined in paragraph (e) above. 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 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.

The Carrier has explained to the Organization that the purpose of issuing two sets of safety gear is to enable the employee that is called out for an emergency under the provisions of the April 1987 agreement applicable to substation electricians and the December 5, 1990 Overtime Distribution Procedures currently in effect to proceed expeditiously and directly to the emergency site and to have such gear available at such emergency site.

Consistent with these procedures the employee first called for an emergency will evaluate the requirements of the emergency, make repairs where possible and report back to the Power Director as to any other requirements. Any additional manpower requirements will likewise be subject to the Overtime Distribution Procedures currently in effect.

Additionally, employees affected by the emergency call out provisions will continue to be paid consistent with the controlling agreement, current practices and Carrier policy with respect to compensation and expenses covering the use of private vehicles for Company business. This is not intended to abolish or abrogate the Headquarters Rule.

(h) 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.

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

RULE 41 Conditions Of Shops-ME

(a) Good drinking water and ice, if necessary, will be furnished. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets and washrooms will be kept in good repair and in clean, dry and sanitary condition.

(b) Shops, locker rooms and washrooms will be lighted and heated in the best manner possible consistent with the source of heat and light available at the point in question.

RULE 42 Service When Shops Closed Down-ME

Employees required to work when shops or any department thereof are closed down due to breakdown in machinery, floods, fires, and the like, shall be paid their straight time rates for the first eight (8) hours of service rendered on each day so used and overtime thereafter.

RULE 43 Personal Injuries

Employees injured while at work will not be required to make accident reports before they are given medical attention, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment.

RULE 44 Notices-ME

A place will be provided inside all shops and roundhouses where proper notices of interest to employees may be posted. No notice will be posted without the permission of the Shop Management.

RULE 44A Notices-MW

A place will be provided where proper notices of interest to employees may be posted. No notice will be posted without the permission of the Shop Management.

RULE 45
Absence From Work

An employee detained from work for any cause must notify his/her foreman as soon as possible.

RULE 46
Faithful Service

Employees who have given long and faithful service in the employ of the Carrier, and who have become unable to handle heavy work to advantage will be given preference of such light work, if available, in their line, as they are able to handle satisfactorily, and will be paid the rate of position to which assigned.

SECTION II

**Overtime, Calls,
Work On Rest Day And Holiday**

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RULE 47
Overtime

(a) For service rendered immediately following and continuous with the regular workday hours, employees shall be paid time and one-half on the actual minute basis with a minimum of one (1) hour for any such service performed.

(b) Employees shall not be required to render service for more than two (2) hours immediately following and continuous with regular workday hours without being permitted to go to meals, except in cases of emergency (where normal operations become affected to cause a disruption of service) when the nature of the work will not permit stopping to eat. When emergency conditions prevent stopping to eat at or before the expiration of such two (2) hours overtime, employees shall be allowed time to eat at the first opportunity. Time so taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.

(c) Except as otherwise provided in this Agreement, when service requirements make it necessary to commence work in advance of the regular workday starting time, the maximum period shall be one (1) hour. Time and one-half shall be paid for this service with a minimum pay allowance of one (1) hour.

(d) Employees required to perform overtime service for a period of two (2) hours or more immediately prior to the commencement of their regular tour of duty or after their regular tour of duty will be provided with a meal allowance of \$8.00, and for every four hours thereafter will be provided with a meal allowance of \$5.00.

(e) All service beyond sixteen (16) hours, computed from the starting time of the employee's regular shift, shall be paid for at the rate of double time.

(f) If an employee is required to render service beyond twenty-four hours computed from the starting time of his/her regular shift, double time payment will be continued. An employee will not be required to render service beyond such twenty-four (24) hour period except to complete the assignment.

(g) An employee transferring from one position to another position assumes the rest days assigned to the latter position, and will be paid straight time for days (except holidays) he/she actually works on such positions between last rest day of former position and first rest day of new position.

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

(i) All agreements, rules, interpretation and practices, however established, are amended to provide that service performed by a regularly assigned hourly or daily rated employee on the second rest day of his/her assignment shall be paid at double the basic straight-time rate provided he/she has worked all the hours of his/her assignment in that workweek and has worked on the first rest day of his/her workweek, except that emergency work paid for under the call rules will not be counted as qualifying service under this Rule, nor will it be paid for under provisions hereof.

(j) Payments for service performed by an employee on his/her assigned rest days shall be paid for in accordance with the provisions of Rule 1.

RULE 48
Absorbing Overtime,
Distribution Of Overtime-ME

(a) When it becomes necessary for employees to work overtime they shall not be laid off during regular working hours to equalize the time.

(b) Records of overtime worked will be kept jointly by the local committee and the local management, with the purpose in view of distributing overtime equally among the qualified employees.

(c) The supervisor in charge at the point where it is necessary to work overtime will advise the local committee the number of employees needed to work on a specified job, and the local committee will arrange to supply the necessary qualified employees. In the event management uses other than the employees selected by the local committee, the matter will be resolved through the usual grievance procedure.

(d) The employee so assigned may be continued on the work in question until it is completed or until relieved. Relief employees, if on overtime, will be chosen from those who are not in double time period.

(e) It is understood that when an employee is regularly assigned to work on Sundays as part of his/her regular assignment, such days will not be considered as overtime work.

RULE 48A
Absorbing Overtime,
Distribution Of Overtime-MW

(a) When it becomes necessary for employees to work overtime they shall not be laid off during regular working hours to equalize the time.

(b) Records of overtime worked will be kept jointly by the local committee and the local management, with the purpose of distributing overtime equally among the qualified employees.

(c) The supervisor in charge when overtime work is necessary will advise the local committee of the number of employees needed to work on a specified job, and the local committee will arrange to supply the necessary qualified employees. In the event that management uses employees other than those selected by the local committee, the matter will be resolved through the usual grievance procedure.

(d) The employees so assigned may be continued on the work in question until it is completed or until relieved. Relief employees, if on overtime, will be chosen from those who are not in double time period.

RULE 49
Work During Meal Period

Employees required to work during their meal period shall receive actual time at time and one-half rate for the period so worked and will be allowed a reasonable time, with pay, in which to eat. If this results in the employee working more than eight (8) hours in his/her tour of duty, time worked in excess of eight (8) hours shall be paid for at the rate of time and one-half.

RULE 50
Calls

Employees notified or called to perform service outside of their regular working hours when the period of such service is not continuous with the regular working hours shall be paid at the rate of time and one-half therefor with a minimum of two (2) hours and forty (40) minutes at the time and one-half rate and will be required to render only such service as called for or other emergency service.

RULE 51
Called And Not Used

Employees called or required to report for service who report and are released without performing any service shall be paid a minimum of four (4) hours at straight time rates.

RULE 52
Rest Day And Holiday Work

- (a) (1) Compensation for work performed on the following holidays, namely:
- | | |
|---|------------------|
| New Year's Day | Memorial Day |
| Martin Luther King, Jr. Day (Effective January 1, 1998) | Independence Day |
| Labor Day | Columbus Day |
| Lincoln's Birthday | Election Day |
| Washington's Birthday | Thanksgiving Day |
| Good Friday | 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 hourly rated employee's rest day, 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 hourly rated employee is required to work on this date, he/she shall additionally be paid at the time and one-half rate.

(3) A regularly assigned hourly or daily rated employee shall receive eight hours pay at the pro-rata hourly rate of the position to which assigned for each of the holidays enumerated in paragraph (a)(1) when such holiday falls on a workday of the workweek of the individual employee.

(4) A regularly assigned hourly or daily rated employee shall qualify for the holiday pay provided he/she qualified in accordance with the requirements stipulated in Article III of the August 19, 1960 Agreement and the amendments and interpretations thereto. (See Appendix P).

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

(5) In lieu of a birthday holiday, an employee will be granted one (1) additional vacation day, which will be added to the vacation period for which the employee is eligible. Vacation rules will apply, and birthday holiday penalty payments will be discontinued. Effective August 26, 1983, newly hired employees will not be granted the vacation day established in lieu of a birthday holiday during their first two calendar years of employment.

(b)(1) Payment for service performed by an employee on his assigned rest days shall be paid for in accordance with the provisions of Rules 47, 50 and 51, except where agreement has been reached as provided for in Rule 1(i)(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(i)(3).

(2) An assignment starting in advance of midnight on a Saturday night, which includes working time after midnight Saturday night, is a Saturday assignment. An assignment starting in advance of midnight on a Sunday night, which includes working time after midnight Sunday night, is a Sunday assignment. An assignment starting at 12:00 midnight will be considered as work performed on the following day. Principles set forth in this paragraph are also applicable in the case of the twelve specified holidays and the days in advance thereof.

(3) An assignment starting in advance of midnight on any day, which includes working time after midnight, will be considered as work performed on the day the assignment began.

SECTION III

Discipline, Claims Or Grievances,
Applicants For Employment,
Physical Examination, Attending Court,
Personal History File

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RULE 53
Discipline

(a) Employees will not be suspended nor dismissed from service without a fair and impartial trial.

(b) When a major offense has been committed, an employee suspected by the management to be guilty thereof 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.

The following types of offenses justify pre-investigation suspension when there is sufficient reason to believe the employee is guilty of the offense and that he/she might commit the offense again if not withheld from service: (1) theft; (2) unsafe practices; (3) serious insubordination; (4) threatening or abusive conduct; (5) fighting on duty or on Carrier property; (6) under the influence of alcohol or narcotics while on duty; (7) rape, assault or other serious criminal activities.

(c) An employee who is required to make a statement prior to the trial in connection with any matter which may eventuate in the application of discipline to any employee, if he/she desires to be represented, may be accompanied by the duly accredited representative. A copy of his/her statement, if reduced to writing and signed by him/her, shall be furnished to him/her by the Carrier and to the duly accredited representative who accompanied the employee.

(d) Employees shall be given written notice 10 days 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.

(e) If he/she desires to be represented at such trial he/she may be accompanied by the duly accredited representative. The accused employee or the duly accredited representative shall be permitted to question witnesses insofar as the interests of the accused employee are concerned. Such employee shall make his/her own arrangements for the presence of the said representative and of any witnesses appearing on his/her behalf, and no expense incident thereto will be borne by the Carrier.

(f) A decision and true copy of the trial record shall be given to the accused employee and to the duly accredited representative who accompanied the employee at the trial within 30 days of the close of the trial.

(g) If discipline is to be imposed following trial and decision, the employee to be disciplined will be given written notice thereof at least ten (10) days prior to the date on which the discipline is to become effective, except that in cases involving dismissal, such dismissal may be effective after decision without advance notice.

(h) If the discipline to be imposed is suspension, the time the employee is held out of service prior to serving of the notice of discipline shall be applied against the period of suspension.

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

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

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

RULE 54
Appeals-Discipline

(a) When an employee, after his/her trial, has been notified of the discipline to be imposed on him/her, he/she may appeal therefrom if his/her appeal is presented to the highest designated officer, in writing, within thirty (30) days from the date he/she receives the discipline notice. If such appeal is made, he/she shall be given a hearing within thirty (30) days from the date the Carrier receives said appeal, and the appeal, except in cases where the discipline is dismissal, shall act as a stay in the application of the discipline until after he/she has had his/her hearing before the highest designated officer.

(b) At hearing on appeal, an employee may, if he/she desires to be represented at such hearing, be accompanied, without expense to the Carrier, by the duly accredited representative.

(c) After the appeal has been completed by the highest designated officer, the employee and the duly accredited representative, will be notified, in writing, of his/her decision within thirty (30) days of the close of the

appeal hearing. If the decision in cases of suspension is to the effect that suspension will be imposed, either in whole or for a reduced period, the stay referred to in paragraph (a) of this Rule shall be lifted and the suspension imposed.

If the decision of the highest designated officer is unsatisfactory, the employee or the duly accredited representative, on his/her behalf, will then appeal the case to a Special Board or Arbitrator within ninety (90) days of the date the final decision was reached.

(d) When an employee is held out of service in connection with an offense and thereafter is exonerated, the charge shall be stricken from his/her record, he/she shall be reinstated with his/her seniority unimpaired, and shall be compensated for the amount he/she would have earned had he/she not been held out of service.

(e) These time periods may be extended by mutual agreement.

RULE 55

Claims-Money, Rule Violations, Grievances

(a) When an employee or the duly accredited representative considers that an injustice has been done with respect to any matter as outlined (other than those items contained in agreements that provide for a specific resolution of disputes), such employee or the duly accredited representative, on his/her behalf, may within sixty (60) days from the date of the occurrence on which the claim is based present said claim in writing to the Chief Mechanical Officer, for the Maintenance of Equipment Department or to the Chief Engineer for the Maintenance of Way Department, except:

(1) Time off duty on account of sickness, leave of absence, suspension or reduction in force shall extend the time limit specified in paragraph (a) by the period of such time off duty.

(2) When a claim alleged to be due is based on an occurrence during a period the employee was out of active service due to sickness, leave of absence, suspension or reduction in force, it must be made in writing, within sixty (60) days from the date the employee resumes duty.

(b) If claims are not made within the time limit specified in the foregoing paragraph (a), including exceptions 1 and 2, they shall not be entertained nor allowed.

(c) When a claim has been presented in accordance with the foregoing paragraph (a), including exceptions 1 and 2, a hearing will be granted within thirty (30) days from the date received by the officer designated to handle such claims. The employee and duly accredited representative must be notified of the decision, in writing, within thirty (30) days of the hearing. When the employee and duly accredited representative are not so notified, the claim shall be allowed as presented.

(d) A claim denied in accordance with the foregoing paragraph (c) shall be considered invalid unless it is appealed by the duly accredited representative with the highest designated officer within thirty (30) days from the date on which the claim is denied.

(e) Once appealed in accordance with paragraph (d), a hearing must be granted within thirty (30) days. The employee and the duly accredited representative must be notified of the decision, in writing, within thirty (30) days of the appeal.

(f) When a claim which has been handled in accordance with paragraph (e) is allowed, the employee and the duly accredited representative shall be advised, in writing, the amount involved and the payroll on which the payment shall be made.

(g) When a claim which has been handled in accordance with paragraph (e) is disallowed, the employee or the duly accredited representative, on his/her behalf, will then appeal the claim to a Special Board or Arbitrator within 90 days after the date the final decision was reached.

(h) These time periods may be extended by mutual agreement.

(i) Controversial matters on which the Business Manager of the International Brotherhood of Electrical Workers and the Chief Mechanical Officer or Chief Engineer are unable to reach agreement may be handled by the Business Manager with the Director-Labor Relations.

(j) In the event the Union appeals a letter of warning, the author of same will be available at the Department level appeal meeting.

RULE 56

Applicants For Employment

(a) Applicants for employment will be required to answer questions necessary to determine whether or not they are qualified to become satisfactory employees and will undergo a physical examination to determine their fitness for the work required and to protect the health and safety of employees.

(b) An applicant for employment shall be rejected within six (6) months (effective October 27, 1997: one year) after the first day of service or the applicant shall be deemed to have been accepted.

(c) Employees who furnish false information on their applications for employment may be dropped from service within six (6) months (effective October 27, 1997: one year) from the date they first perform service. After six

(6) months (effective October 27, 1997: one year) from the date they first perform service, they may not be dismissed from service for giving false information on their applications for employment except in the manner set forth in Rule 53.

(d) Effective September 27, 2005, successful completion of the new hire Electrician Training Program is a condition of employment. A trainee's employment application will be rejected should the employee not successfully complete all portions of the program and the Electrician Trainee will not be given any special considerations for alternate employment (Refer to Appendix I-12).

RULE 57 **Attending Court**

(a) An employee released from his/her regular assignment on any day to attend court by direction of an officer of the Carrier shall be paid actual time lost from his/her assignment, with a minimum of eight (8) hours at the straight time rate.

(b) For attending court by direction of an officer of the Carrier on a day not assigned to work, an employee shall be paid eight (8) hours at the straight time rate.

(c) An employee required by direction of an officer of the Carrier to attend court at any other than the above-mentioned times, when not under pay, shall be compensated for time so engaged with a minimum of three (3) hours and a maximum of eight (8) hours at straight time rate.

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

RULE 58 **Physical Examinations**

(a) When employees are required to take physical or other examinations or re-examinations, except examinations required of employees returning from furlough or absence caused by sickness or other disability, such examinations will be given during the employee's regular tour of duty.

(b) 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.

(c) The Company agrees to provide a copy of the medical forms, AR-3 and AR-3(A), to the employee at the conclusion of the visit to the Company medical facility or HMC nurse.

(d) See Agreement of May 20, 1952, which is attached as Appendix H.

Determination of Physical Fitness-Illness **Board of Doctors**

(e) When the General Chairman desires to question the determination of the Carrier's Medical Director concerning the physical or mental capabilities of an employee to or not to competently perform, the case shall be handled in the following manner:

(1) The General Chairman shall bring the case to the attention of the Carrier. The Carrier and the Business Manager shall each select a doctor to represent them within 30 days, each notifying the other of the name and address of the doctor selected within 30 days. The two doctors thus selected shall confer and appoint a third doctor.

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

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

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

(5) The Carrier and the Organization or the employee shall each defray the expense of their respective appointee. At the time their report is made, a bill for the fee, and traveling expenses, if there are any, of the third appointee should be made in duplicate, one copy to be sent to the Carrier, and one copy to be sent to the General Chairman. The Carrier and the Organization or the employee shall each pay one-half of the fee and traveling expenses of the third appointee.

Sick Leave - On Duty Injury Panel Of Doctors

(f) Employees who are disabled as a result of an on-the-job injury will be granted sick leave allowance consistent with the provisions of the Sick Leave Agreement. Award No. 3 of Special Board of Adjustment No. 631 (February 18, 1974) will continue to apply.

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

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

In the event the parties are unable to agree on the neutral doctor in a particular specialty, the Medical Society of the employee's county of residence will be contacted to recommend five (5) potential panel doctors.

The Carrier will contact the doctors on the list provided to determine if a doctor is available to serve as the panel doctor. The doctor must be able to examine the employee within ten (10) work days to determine the employee's ability to resume work. If the initial doctor contacted cannot perform the examination within the time frame cited or does not wish to accept the appointment to serve as the panel doctor, the Carrier will contact the next doctor(s) on the list until one of the doctors accepts the examination. If none of the five (5) doctors is available to examine the employee, or if the county's Medical Society refuses to provide the names of physicians, the Carrier will then contact Comprehensive Medical Services (or another medical service) and request that a panel doctor be appointed who will be able to examine the employee within ten (10) work days.

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.

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?"

(g) 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 both inside and outside of the craft with the Carrier without regard to seniority. (**Note:** This means that an Electrician on restricted duty will not be assigned to perform work that would violate the scope rule of any other organization on the property. Further, restricted duty employees from outside of the Electrician organization will not be assigned to perform work covered within the Electrician's class and craft. Disputes regarding restricted duty that may arise will be handled in accordance with Rule 55.) 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 of the employee or the Organization. This provision will be effective for the term of the agreement and may be renewed or extended by agreement of the parties.

In the application of Rule 58(g), 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.

It is agreed between the parties that the company will provide 10 days prior notice to an affected employee (copy to the 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.

(h) The panel of doctors provided in paragraphs (f) and (g) will be utilized for on-duty injuries only. The Board of Doctors will be utilized for illness (paragraph e).

(i) If a dispute arises as to the timing of when an employee can return to work and such dispute concerns a period of 30 days or less, if the union files an application for neutral panel procedure (on the job injury) prior to either the employee's return to duty or the date the employee's doctor projects his/her return to work whichever is later, the Carrier will accept such application and process it in accordance with Rule 58(f). The issue to be determined is when the employee was able to return to work.

The 30 days provided herein may be extended by mutual agreement.

RULE 58A
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 59
Personal History File

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

SECTION IV

Reduction In Force, Restoration Of Force,
Transfers-Reduction In Force,
Farming Out Of Work, Job Protection,
Jurisdictional Disputes

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RULE 60
Reduction In Force

(a) When it becomes necessary to make temporary reduction in expenses at any point or in any department or sub-department thereof, forces will be reduced. Notice of such reduction will be posted or given as soon as practicable and not less than five (5) working days in advance.

(b) The assigned working hours constituting the basic straight time workweek for regularly assigned employees shall not be reduced below forty (40) hours, except that in a week which includes a holiday this number may be reduced to thirty-two (32). The assigned working hours do not constitute a guarantee and do not apply when shops or departments thereof are temporarily shut down due to emergencies beyond the control of Management which prevent operations. This shall not prohibit the abolition of a position at any time, subject to the five-(5) working days' advance notice referred to in the first paragraph of this Rule.

(c) The provisions of Article VI of the August 21, 1954 Agreement shall constitute an exception to the foregoing requirements of this Rule, in that paragraphs (a) and (b) shall not prohibit the abolishment of a position at any time, to be effective at the termination of an assignment work period, provided the employee is given not less than sixteen (16) hours advance notice "under emergency" conditions such as flood, snowstorm, hurricane, earthquake, fire or strike, provided the Carrier's operations are suspended in whole or in part and provided further that because of such emergency the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed.

(d) If at any time in the future the number of hours constituting the basic straight time workweek for employees covered by this Agreement is reduced below forty (40) hours, by or because of law or governmental order pursuant to law, or by a proceeding under the provisions of the Railway Labor Act, then the number of assigned working hours constituting the basic straight time workweek provided in the second paragraph of this Rule shall be correspondingly reduced.

(e) In case of a reduction in force or the abolishment of position, employees affected shall be allowed to displace junior employees of the seniority group holding positions for which they have the necessary qualifications. Employees will promptly exercise their displacement rights so that all affected may be placed within fifteen (15) days and will do so without expense to the Carrier. Employees who do not so exercise their displacement rights will be furloughed, and a list of those furloughed will be furnished the duly accredited organization.

RULE 61
Restoration Of Force

In the restoration of force, employees will be recalled to service in seniority order, provided they keep their employing officer advised as to their correct address. Employees who fail to respond to call within ten (10) days after notice of recall has been sent by certified mail to the last recorded address will forfeit all seniority under this Agreement. When forces are to be restored, the General Chairman will be furnished a list of employees recalled to service.

RULE 62
Permanent Transfers-ME

Employees transferred from one seniority point to another, with a view of accepting a permanent transfer, will, after thirty (30) days, lose their seniority at the point they left; and their seniority at the point to which transferred will begin on date of transfer; employees will not be compelled to accept a permanent transfer to another point.

RULE 63
Transfers, Reduction In Force-ME

In the event of a reduction in force at any point and shortage of help existing at any other point, employees laid off will have preference over persons not in the employ of the Carrier. Employees so transferring shall take rank behind all employees in the service at the points to which transferred, and will retain seniority at the point from which transferred until ten (10) days after date of restoration in forces at point of former employment. Transfers made under this Rule shall be without expense to the Carrier.

RULE 64
Job Protection Agreements

The Carrier shall institute the provisions of the Job Protection Agreements, dated June 30, 1965 (attached as Appendix C-1), December 1, 1969 (Appendix C-2), March 2, 1970 (Appendix C-3), March 2, 1970 (Appendix C-4) and May 3, 1973 (Appendix C-5).

RULE 65
Farming Out of Work-ME

It is understood the question of farming out of work as it relates to Shea Stadium (Corona Yard) will be handled with the officer in charge of the Maintenance of Equipment Department.

RULE 66
Jurisdictional Disputes

The Agreement of February 27, 1987, providing for the sole and exclusive procedure for settling disputes between The Long Island Rail Road and the Organizations representing the various crafts and classes of its employees concerning the jurisdiction of work is attached as Appendix D.

Within 15 days of notification by the Carrier of its award of jurisdiction, the Organizations may meet for the purpose of resolving the dispute through a proposed resolution. The Organizations' proposal will specify the resolution, the rationale in support thereof, and specific reference to the work performed in the respective scope rules. The proposal will be submitted to the Carrier within five workdays of the meeting, and if accepted by the Carrier, will resolve the dispute.

No employee will be furloughed due to the issuance of an arbitration award under this procedure.

One representative from each Organization which is involved in a proceeding under this Agreement will be permitted to attend meetings with the Carrier without loss of pay.

SECTION V
Rates Of Pay, Expenses, Paying Off,
Differentials, Payroll Data,
Entrance Rate-New Employees,
Filling Higher Rated Positions

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RULE 67
Rates Of Pay, Differentials, Payroll Data

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

(b) Effective March 27, 1987, all helpers hired thereafter, will be subject to a new hire entry progression as follows:

1 st	365 calendar days	70%
2 nd	365 calendar days	75%
3 rd	365 calendar days	80%
4 th	365 calendar days	80%
5 th	365 calendar days	90%
6 th	365 calendar days	95%
After	2,190 calendar days	100%

All Apprentices (M/E - M/W) hired between March 27, 1987 and May 31, 1995 will be subject to a new hire progression as follows:

1 st	730 calendar days	80%
Next	183 calendar days	85%
Next	182 calendar days	90%
After	1,095 calendar days	100%

All Mechanics (Electricians) hired between March 27, 1987 and May 31, 1995 will be subject to a new hire progression as follows:

1 st	240 days of compensated service	80%
2 nd	240 days of compensated service	90%
After	480 days of compensated service	100%

All Apprentices (M/E - M/W) and Mechanics (Electricians) hired after June 1, 1995, employees of the Carrier who transfer into the craft and Helpers who promote to Apprentice or Mechanic after June 1, 1995 will be subject to a new hire progression as follows:

		% of Basic Electrician Rate	
1 st	240 compensated days		70%
2 nd	240 compensated days		75%
3 rd	240 compensated days		80%
4 th	240 compensated days		90%
5 th	240 compensated days		95%
After	1,200 compensated days		100%

Employees of the Carrier who transfer into the craft shall be granted credit for their prior company service for purposes of 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.

For the purpose of calculating the 240 days only, compensated service will be deemed to include the first day absences under the Sick Leave Agreement but will not include non-compensated absences under the Sick Leave Agreement.

Employees who are permanently promoted to an electrician's position will then be subject to the mechanic (Electrician) wage progression. In the event of a promotion in the craft, all time served in the wage progression schedule set out above will be considered time served in the mechanics (Electricians) wage progression.

Wage rates established within the Electricians' Apprentice Program will not be affected by any of the provisions as set out in this paragraph (b).

The Carrier agrees to provide career opportunities for Electrician-Helpers.

(c) All wage differentials in effect as of June 1, 1973, in the respective Shop Crafts, including those relating to Shop Craft employees in the Engineering Department, are discontinued, except that those employees who on June 1, 1973, held a position to which a differential was applicable shall have their names and the position they held within the job classification "red-circled." "Red-circled" employees shall continue to receive the applicable differential so long as they occupy that red-circled position or having left that position, if and when they revert to that same position.

Shift Differential

(d) A differential of 10% per work hour, frozen at the amount in effect on December 31, 1984, for hours worked beginning at 6:01 P.M. on one day and ending at 5:59 A.M. the next succeeding day shall be paid. On weekends the differential shall be 10% per work hour, frozen at the rate in effect on December 31, 1984, for all hours worked between 6:01 P.M. on Friday night and 5:59 A.M. on Monday morning.

Hours worked shall include all hours within the time limits specified above, including all such hours within those time limits which are paid as part of the employee's regular schedule.

The differential shall be frozen as computed on the base rate of pay in effect on December 31, 1984. Effective January 1, 1999 and each succeeding January 1, through and including the year 2002, these frozen night shift differential rates shall be increased by the 1999-2002 wage increases. (Ex. - If the 12/31/84 differential rate was

\$1.00, then effective 1/1/99 the differential rate will be \$1.02, etc.) The 2006-2009 night differential rates will remain the same as the 2002 night differential rates.

Employees in a new hire progression will receive a pro rata share of the differential. A chart listing the differential applicable to each position is attached in Appendix A.

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

Filling Higher Rated Positions

(f) When an employee is required to temporarily fill the place of another employee covered by these rules who receives a higher rate of pay, he/she shall receive the higher rate for the time so engaged if the period so used is less than four (4) hours; if the period so used is four (4) hours or more on any day, he/she shall receive the higher rate for the tour of duty. If an employee is required to temporarily fill the place of another employee receiving a lower rate, his/her rate will not be changed. The provisions of this Rule do not apply to apprentices.

(g) All employee payroll deposit advices will reflect such information as the number of hours worked straight time, overtime, night differential pay, holiday pay, and earnings and taxes on a year-to-date basis.

RULE 68 Basis of Pay

All employees covered by these rules, except as may otherwise be established by agreement between the Carrier and the Employees, shall be paid on the hourly basis.

RULE 69 Filling Supervisory Positions Temporarily

Employees assigned to fill supervisory positions on a high-rated basis will be compensated at the entrance rate of the position to which assigned for the duration of such assignments.

RULE 70 Paying Off

(a) Employees will be paid off during their regular working hours, in accordance with the provisions of the laws of the State of New York governing the payment of wages.

(b) Where there is a shortage equal to one day's pay or more in the pay of an employee including sick leave, a voucher will, upon request of the employee involved, be issued to cover the shortage. Employees leaving the service of the Carrier will be furnished with a time voucher covering all time due, within twenty-four hours at points where pay certificates are issued and within seventy-two hours at other points or earlier if possible; Saturdays, Sundays and holidays excepted.

(c) Effective April 25, 2001, 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 day. 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 71 Conferences, Local Committeemen

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

SECTION VI

Benefits

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RULE 72
Vacations

(a) Employees covered by this Agreement shall be granted vacation with pay, or payment in lieu thereof, in accordance with the Vacation Agreement of December 17, 1941, and the agreed supplements and interpretations thereof. (See Appendices G-1, G-2, G-3, G-4, and G-5.)

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

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

(c) 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.

(d) 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.

(e) 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 (c), (d), (e), or (i) of this Rule renders less than 100 days of compensated service, his 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.

(f) One additional day's vacation will be granted each employee as specified in and subject to the limitations of Rule 52.

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

(h) 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.

(i) 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 Carrier, he/she will be compensated in lieu of the vacation he/she has qualified for, provided he/she files written request therefor to his/her employing officer, a copy of such request to be furnished to his/her local or general chairman.

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

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

Example No. 1 - When a regularly assigned vacationing employee's position is filled on the holiday, he/she will be allowed the same compensation that he/she would have received had he/she worked, i.e., a day's pay for the holiday plus a day's pay at time and one-half, or a total of two and one-half day's pay.

Example No. 2 - When a regularly assigned vacationing employee's position is not filled on the holiday, he/she will be paid one day for the holiday and be granted an additional vacation day, or be paid a day's pay in lieu thereof.

RULE 73
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 (straight time pay only without overtime included so that an employee on a day of jury duty shall receive eight hours of straight time pay) and will not be required to remit to the Carrier any of the fees or expenses earned while on jury duty.

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

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

RULE 74
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 August 26, 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 1st 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 1st 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 1st 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, may not be taken in conjunction with vacation, New Year's Day, Thanksgiving Day and Christmas Day.

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

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

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

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

INTERPRETATION

(1) It is not the intent of the Carrier that the employee be required to file an application form prior to his/her absence for personal reasons. The intent of 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 complete the required form immediately upon his 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 74A
Trauma Leave

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

RULE 75
Bereavement Allowance

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

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

(b) The definition of "immediate family" is understood to mean spouse, son, daughter, including stepchildren, mother, father, stepparents (current spouse of employee's parent), sister, brother, mother-in-law, father-in-law, employee's grandmother and grandfather, 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 76
Leave Of Absence

(a) When the requirements of service permit, employees on written request will be granted a leave of absence for a limited time with the privilege of renewal.

(b) Employees elected or appointed as full time representatives of the employees and/or the international organization signatory hereto shall be considered on leave of absence and shall retain and continue to accumulate seniority in their craft or class, provided that they shall be required to exercise seniority within ninety (90) days after being released from such excepted employment, unless other arrangements have been made with the department head.

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

(d) Employees shall be given a leave of absence from their craft or class to accept position on The Long Island Rail Road outside the scope of any collectively bargained agreement and shall continue to accumulate seniority in the craft or class from which they are promoted, provided they remain members in good standing per Rule 14(b).

The provisions of Section 2 of the Union Shop Agreement of August 29, 1952, (see Appendix T-1) shall not apply to employees granted a leave of absence under this paragraph.

If an employee on leave of absence engages in employment other than stipulated herein without special joint permission of the department head and the General Chairman of the craft involved, or he/she fails to return to service upon expiration of such leave of absence, he/she shall forfeit his/her seniority and his/her relationship with the Carrier shall automatically terminate.

RULE 77
Sick Leave Allowance

The Carrier shall abide by all provisions of the Sick Leave Agreement signed and entered into on February 29, 1968 as amended, up to and including December 14, 2007, attached as Appendix B, subject also to the following provisions:

(a) Effective August 26, 1983, 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) Effective August 26, 1983, current employees will be required to furnish medical proof acceptable to the Carrier for an absence of more than two consecutive days or for a third and subsequent sick leave absence

consisting of a two-day period in a calendar year. The term "acceptable proof" will not include any form submitted which has either two different handwritings or two different color inks.

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 an employee's bank during periods covered by leave of absence except where such leaves have been granted for military duty, full or part-time union activities, or while engaged on official positions within the Carrier.

(h)(1) Effective October 27, 1997: 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 effective January 1, 1983.)

Effective January 1, 2004, 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 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 (h)(1) will not be included in pension calculations in any manner whatsoever.

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

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

(5) Effective April 25, 2001, 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.

(i) Sick leave benefits shall be provided for an absence due to pregnancy.

(j) The prohibition on sick leave benefits for employees over seventy years of age shall be abolished.

(k) Toothache will be an acceptable reason for being sick during the first two absences.

(l) Oral surgery will be acceptable as a reason for using sick leave.

(m) (1) Employees entitled to benefits under the provisions of the Railroad Retirement Unemployment and Sickness Act for all absences due to illness and/or injury will be paid such benefits by the Carrier.

(2) The Carrier will have lien against all such benefits due the employee from the Railroad Retirement Board. Accordingly, the affected employee is required to timely apply for any and all benefits which may be due in all instances of illness or injury. It is expressly understood and agreed that upon receipt of benefit checks the employee will immediately remit to the Carrier all such checks endorsed payable to the Carrier.

(3) Furthermore, failure of the employee to timely file for or remit benefit checks to the Carrier will cause the Carrier to deduct via payroll deduction an amount equal to that otherwise due from Railroad Unemployment and Sickness Benefits.

RULE 78

Operation Of Motor Vehicle-Injuries

(a) In instances where employees covered by this Agreement 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.

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

RULE 79
Radio Agreement-ME

The Tri-Party Agreement of January 14, 1970, relative to radio repairs on rolling stock is attached in its entirety as Appendix J.

RULE 80
Health And Welfare Benefits

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

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

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

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

Dental, vision, hearing and life insurance for active employees shall be provided by the Carrier as a defined benefit at the present train service employee levels. Also effective September 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 IBEW represented employees shall cease and terminate.

Effective October 27, 1997: Retirees formerly represented by the International Brotherhood of Electrical Workers currently in the HIP health plan shall be eligible for coverage under the New York State Health Insurance Program (Empire Plan) at the retiree's expense through deductions from their pension benefits.

Effective January 1, 1998: The Long Island Rail Road will increase the Carrier paid life insurance for active International Brotherhood of Electrical Workers represented employees from \$28,000 to \$50,000. The \$13.00 defined contribution paid to other organizations shall not be paid to the International Brotherhood of Electrical Workers.

Effective April 25, 2001, the current vision benefit shall be increased by \$10.00.

Effective April 25, 2001, Carrier will extend health coverage to domestic partners of employees represented by the International Brotherhood of Electrical Workers.

Effective April 25, 2001, the Carrier will extend the 1997 agreement to allow current International Brotherhood of Electrical Workers 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 the 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, 2002, the Carrier shall increase the dental schedule by 20%.

Effective January 1, 2008, the Carrier shall increase the current dental benefit schedule by 10%.

Effective January 1, 2008, the Carrier shall increase the current vision benefit scheduled by 10%.

Health and Welfare Benefits will be set forth in a separate booklet.

RULE 81
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 82
Union Shop And Check-Off

The Union Shop Agreement signed September 16, 1952, and the Union Check-off Agreement signed October 16, 1959, are attached as Appendices T-1 and T-2, respectively.

RULE 83
Training Programs

Apprentice Programs-ME/MW

(a) The established Apprentice Programs between The Long Island Rail Road Company and the International Brotherhood of Electrical Workers are attached for the Maintenance of Equipment Department as Appendix I-1 and for the Maintenance of Way Department as Appendices I-2 and I-3.

(b) Upon completion of their apprenticeship, each employee will be required to bid for all bulletined mechanic positions until he is awarded a position. Any employee who fails to bid all bulletined positions will forfeit all prior seniority, and will establish seniority only from the date the employee is awarded a bulletined mechanic's position.

(c) Placement order on the seniority roster for employees promoted on the same day will be decided by a lottery, with the Local Committeeman making the selection.

Mechanic Training & Qualifications

Refer to Agreement dated December 17, 2001 (Appendix I-8) regarding IBEW Mechanic Training and Qualifications in accordance with CFR 238.109.

Car Mover Training Program

Refer to Agreement dated April 29, 2002 (Appendix I-9) regarding the Car Mover Training Program.

M-7 Multiple Unit Equipment Training

Refer to Agreement dated June 5, 2002 (Appendix I-10) regarding the M-7 Multiple Unit Equipment Training.

Track Car Pilot Training

Refer to Agreement dated July 24, 2002 (Appendix I-11) regarding the Track Car Pilot Training.

Electrician Training Program

Refer to Agreement dated September 27, 2005 (Appendix I-12) regarding the Electrician Training Program.

Track Car Pilot Crane & Relief Crane Operators

Refer to Agreement dated November 29, 2007 (Appendix I-13) regarding the Track Car Pilot Crane Operator and Relief Crane Operator Training Program. Refer to Agreement dated January 31, 2008 (Appendix I-14) regarding clarification of the provisions of the November 29, 2007 Agreement.

RULE 84
M-1 Car Training-ME

The Metropolitan (M-1) Car Training Program signed September 18, 1969, is applicable to all employees covered by the Rules of this Agreement and is attached as Appendix I-4.

RULE 85
Labor-Management Committee

(a) The parties agree to establish a cooperative committee for the purpose of reviewing current work practices, addressing issues of a mutual nature and planning for the cooperative transition from existing facilities to those resulting from the implementation of the Capital Plan.

(b) It is the intent of the parties to this Agreement to seek a more productive and streamlined arrangement relative to tasks currently performed by and between the shop craft employees.

Safety Committee

It is the intent of the Carrier to continue the present practices and procedures as regards the Safety Committee, or its successor. The Carrier will continue to provide access to top officials on safety matters.

RULE 86
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 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS 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
(See Rule 77)**

Agreement entered into this 29th day of February, 1968, (as amended up to and including Agreement December 14, 2007) by and between The Long Island Rail Road Company and its employees represented by The International Brotherhood of Electrical Workers.

IT IS AGREED:

SECTION 1

Subject to the limitations hereinafter set forth, the Carrier will grant to every employee who shall have been in its service (computed from the date first employed) for at least one year, sick leave allowance on each working day when he/she is unfit for work on account of illness or disability, up to a total in any one year of 12 days plus the number of days shown in the schedule immediately below, which will be established as of January 1, 1971, as a "bank" based on the employee's previous years of service:

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

Except as hereinafter provided, the 12 days sick allowance referred to above will be added to the employee's "bank" on January 1, 1972, and on January 1st of each subsequent year thereafter.

The foregoing allowances shall not apply to summer employees.

Unused sick leave may be carried over to subsequent years.

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 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

(b) 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.

SECTION 6

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

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

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

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

SECTION 7

For any day on which sick leave allowance is granted to an employee, the allowance to be granted him/her shall be the same as if he/she had worked in accordance with his/her regular assignment for that particular day, as such assignment stood at the time of the commencement of his/her illness, but the term "regular assignment" shall not be deemed to include any overtime work excepting programmed overtime included in the bulletined assignment.

SECTION 8

Should an employee's scheduled vacation commence after a leave of absence for illness, the vacation shall be canceled and rescheduled at a later date in accordance with the requirements of the service. Should an employee who is on vacation become ill, he/she must continue on his/her vacation and will not be entitled to any sick leave allowance during such vacation period. No sick leave allowance will be granted on the employee's relief days but will be granted on the recognized holidays if an employee is off due to illness on such days. The sick leave allowance granted to the employee on a recognized holiday will be in lieu of compensation for the recognized holiday. No charge will be made against the employee's sick leave for absence due to illness on the applicable holidays.

SECTION 9

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

SECTION 10

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

SECTION 11

The burden of establishing that he/she was actually unfit for work on account of illness will be upon the employee. Current rules of agreements governing the granting of sick leave allowances shall be amended to provide that applications for sick leave allowances upon which a licensed chiropractor has certified that an employee was unable to perform his/her duties for the period of the absence will be considered as establishing the burden of proof that such employee was in fact unfit for work on account of illness. Every application for sick leave, whether with or without pay, for more than two consecutive days or for a third and subsequent sick leave absence consisting of a two-day period in a calendar year, must be accompanied by medical proof satisfactory to the Carrier and upon a form to be furnished by the Carrier, a doctor's statement on the reverse side of the sick leave form must include a true statement of the cause of the employee's absence from work, including the nature of the illness or disability, and must be made to the Carrier through the applicant's appropriate superior. This section will not in any way relieve the employee from complying with Sections 12 and 13 of this Agreement. This will not supersede any of the applicable agreements.

SECTION 12

To be entitled to sick leave for any day on which he/she is absent from work because of illness, an employee, except where it is impossible to do so, must, at least one hour before the commencement of his/her scheduled tour of duty for that day, cause notice of the illness and of the place where he/she can be found during such illness, to be given by telephone, messenger, or otherwise, to his/her appropriate superior and must also give notice to such superior of any subsequent change in the place where he/she can be found. Where it is impossible to

give such notice within the time above prescribed it shall be given as soon as circumstances permit. The failure to cause such notice to be given shall deprive the employee of his/her right to be paid for such scheduled tour of duty, and he/she shall not be entitled to pay for any subsequent tour of duty from which he/she absents himself/herself unless at some time, not less than one hour prior to the commencement of such tour of duty, he/she shall have caused such notice to be given. The failure to cause notice to be given as herein provided shall not be excused unless the Carrier is convinced that special circumstances made it impossible and is also convinced that notice was given as soon as the special circumstances permitted.

SECTION 13

If a representative of the Carrier calls at the place where the absent employee gave notice that he/she could be found during his/her illness, or in the absence of such notice, calls at the home of the absent employee and cannot find him/her, the absent employee will be deemed to be absent without leave. Such employee will be subject to appropriate disciplinary action in accordance with the provisions of the existing agreement.

SECTION 14

No sick leave allowance will be granted for less than one-quarter of a day at a time. In the event that a paid absence of less than one full day is to be charged against unused sick leave allowance, the following table of computation shall be used:

One fourth (1/4) of a day if he/she was on duty more than five hours on the day during which his/her services were interrupted by illness;

One-half (1/2) of a day if he/she was on duty more than three hours but not more than five hours on such day;

Three-fourths (3/4) of a day if he/she was on duty as much as one hour, but not more than three hours, on such day;

One (1) full day if he/she was on duty less than one hour on such day.

If his/her work schedule on such day includes a paid meal period and he/she works all of that part of his/her tour of duty which precedes his/her scheduled meal period, or all of that part of his/her tour of duty which follows his/her scheduled meal period, the meal period will be treated as time on duty in determining the charge to be made against his/her sick leave allowance.

SECTION 15

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

SECTION 16

Sick leave allowance will be granted employees absent from work while incapacitated by injury received in performance of duty for Carrier and will not be charged against the employee's bank except as noted in Section 6 above. This Section shall be subject to the provisions of Section 22 hereof.

SECTION 17

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

SECTION 18

In addition to the sick leave allowances provided in Section 1 hereof, and when the benefits accruing under Section 1 have been exhausted, including vacation time, if any, the following additional sick leave shall be provided at 60 percent of what the employee would have been paid if he/she had worked in accordance with his/her regular assignment subject to the terms and conditions hereinafter set forth:

	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

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

SECTION 19

The additional sick leave days required under Section 18 shall not be accumulative from year to year but shall be available to the covered employees in each year. The additional days shall not be available to an employee unless he/she has exhausted his/her vacation time, if any, and is absent, in which event the employee shall receive pay to the extent provided in Section 18 from the first day for which the Carrier is not required to pay him/her under Section 1 hereof.

SECTION 20

To be eligible to receive additional days of sick leave on a 60 percent payment basis provided by Section 18, during the remainder of any sick leave year beginning January 1, the employee must be eligible for an allowance of 12 days of sick leave in said sick leave year under Section 1 hereof.

SECTION 21

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

SECTION 22

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

SECTION 23

In the event a dispute arises out of the application and/or interpretation of the terms of this Agreement which cannot be resolved, it will be submitted to the Director-Labor Relations by the Business Manager. If the dispute cannot be resolved by the Director-Labor Relations and the Business Manager, it shall be progressed to Special Board of Adjustment No. 631 or the National Railroad Adjustment Board for final adjudication.

SECTION 24

This Agreement shall terminate automatically on the effective date of a change in the duly accredited representative under the Railway Labor Act of any class or craft of employees covered hereby.

SECTION 25

Except as otherwise herein provided, this Agreement and each of its provisions, provided that they are not in violation of law as determined by a court of competent jurisdiction, shall continue in full force and effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signatures not reproduced.

APPENDIX C-1

NATIONAL MEDIATION BOARD

MEDIATION AGREEMENT CASE NO. A-7418

**THE LONG ISLAND RAIL ROAD COMPANY
AND
INTERNATIONAL ASSOCIATION OF MACHINISTS
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

WITNESSETH:

In full final and complete settlement of differences in National Mediation Board Case No. A-7418, and under the provisions of the Railway Labor Act, as amended, it is mutually agreed that the matters in dispute between the parties as contained within the aforesaid Docket, shall and are hereby disposed of in accordance with agreement dated June 30, 1965, between the parties thereto, which is attached hereto and made a part hereof.

Agreement entered into this 30th day of June 1965, by and between The Long Island Rail Road Company and System Federation No. 156, Railway Employees' Department, AFL-CIO, on behalf of its employees represented by the Organization signatory hereto.

WHEREAS, The following articles to become effective June 30, 1965, shall dispose of the dispute arising out of notice served on the Carrier on September 10, 1964, by System Federation No. 156 pursuant to the provisions of the Railway Labor Act, as amended.

IT IS AGREED:

**ARTICLE I - JOB SECURITY RULES, ASSIGNMENT OF WORK, OUTLYING POINTS,
CONTRACTING OUT OF WORK**

Attached hereto as "Appendix A" is an agreement providing for the foregoing which will become effective as of June 30, 1965.

ARTICLE II - PAYMENT OF WAGES DUE TO DEATH IN FAMILY

Employees will be allowed a maximum of three (3) days off without loss of pay to attend funeral services when a death occurs in the immediate family. The definition of "immediate family" is understood to mean - spouse, son, daughter, mother, father, sister, brother

NOTE: (employee's grandmother or grandfather eff. 1-01-78) (employee's grandchildren and step-parents, current spouse of employee's parent, eff. 3-27-87).

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.

ARTICLE III - DURATION OF AGREEMENT

Commencing June 30, 1965, and thereafter, until October 1, 1966, there shall be in effect a moratorium on the serving of any Section 6 notices involving items contained in the Section 6 notice of September 10, 1964, by the parties signatory hereto.

This Article will not preclude the Carrier or the Organization from agreeing upon any subject of mutual interest.

ARTICLE IV - EFFECT OF AGREEMENT

This Agreement is in full, final and complete settlement of all matters whatsoever contained in the letter addressed to the Director of Personnel by the officers of System Federation No. 156, under date of September 10, 1964, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signatures not reproduced.

Jamaica, N. Y.
June 30, 1965

**("Appendix A" of 6-30-65 Agreement)
(Art. IV, as amended by Agreement of 11-06-91)**

IT IS AGREED:

ARTICLE 1-EMPLOYEE PROTECTION

Section 1

The protective benefits of the Washington Job Protection Agreement of May, 1936, shall be applicable (as more specifically outlined below) with respect to employees who are deprived of employment or placed in a worse position with respect to compensation and rules governing working conditions as a result of any of the following changes in the operations of this individual Carrier:

- (a) Transfer of work.
- (b) Abandonment, discontinuance for six months or more, or consolidation of facilities or services or portions thereof.
- (c) Lease or purchase of equipment or component parts thereof, the installation, operation, servicing or repairing of which is to be performed by the lessor or seller.
- (d) Voluntary or involuntary discontinuance of contracts.
- (e) Technological changes.
- (f) Any change in work assignments or change in operations, other than that caused by a decline in the Carrier's business.

Section 2

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to work due to disability or discipline, or failure to obtain a position available to him in the exercise of his seniority rights in accordance with existing rules of agreements, or reductions in forces due to seasonal requirements, the layoff of temporary employees or a decline in Carrier's business, or for any other reason not covered by Section 1 hereof.

The term "temporary employee," for the purpose of this Agreement, means an employee hired for the purpose of completing a non-recurring project of a specified duration. If the project exceeds the specified time, the parties signatory to this Agreement will agree to necessary extension or extensions.

Non-recurring projects referred to above do not include work regularly and customarily under the rules of the applicable agreement.

Temporary employees as described herein will come under the rules of the applicable agreement with the exception of the protective benefits referred to in this Agreement.

In any dispute over whether an employee is deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions due to causes listed in Section 1 hereof or whether it is due to the causes listed in Section 2 hereof, the burden of proof shall be on the Carrier.

Section 3

The Carrier shall give at least sixty (60) days (effective 4/25/01: thirty (30) days) written notice of the abolition of jobs as a result of changes in operations of any of the reasons set forth in Section 1 hereof, by posting a notice on bulletin boards convenient to the interested employees, and by sending certified mail notice to the General Chairman of such interested employees. (**Note:** The thirty-day abolishment notice must still be given to the Organization by certified mail in addition to posting said notice on appropriate bulletin board(s)). Such notice shall contain a full and adequate statement of the proposed changes in operations, including an estimate of the number of employees of each class affected by the intended changes, and a full disclosure of all facts and circumstances bearing on the proposed discontinuance of positions. The date and place of a conference between representatives of the Carrier and General Chairman or his representative, at his option, to discuss the manner in which and the extent to which employees may be affected by the changes involved, shall be agreed upon within ten (10) days after the receipt of said notice, and conference shall commence within thirty (30) days from the date of such notice.

Section 4

Any employee who is continued in service, but who is placed as a result of a change in operations for any of the reasons set forth in Section 1 hereof in a worse position with respect to compensation and rules governing working conditions, shall be accorded the benefits set forth in Section 6 (a), (b) and (c) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 6(a) - No employee of any of the Carriers involved in a particular coordination who is continued in service shall, for a period not exceeding five years following the effective date of such coordination, be placed, as a result of such coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such coordination so long as he is unable in the normal exercise of his seniority rights under existing agreements, rules and practices to obtain a position producing compensation equal to or exceeding the

compensation of the position held by him at the time of the particular coordination, except however, that if he fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this Section as occupying the position which he elects to decline.

(b) The protection afforded by the foregoing paragraph shall be made effective whenever appropriate through what is hereby designated as a "displacement allowance" which shall be determined in each instance in the manner hereinafter described. Any employee entitled to such an allowance is hereinafter referred to as a "displaced" employee.

(c) Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement (such twelve (12) months being hereinafter referred to as the "test period") and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and average monthly time paid for, which shall be the minimum amounts used to guarantee the displaced employee, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period."

Section 5

Any employee who is deprived of employment as a result of a change in operations for any of the reasons set forth in Section 1 hereof shall be accorded a monthly dismissal allowance in accordance with the terms and conditions set forth in Section 7(a) through (j) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 7(a) - Any employee of any of the Carriers participating in a particular coordination who is deprived of employment as a result of said coordination shall be accorded an allowance (hereinafter termed a coordination allowance), based on length of service, which (except in the case of an employee with less than one year of service) shall be a monthly allowance equivalent in each instance to sixty percent (60%) of the average monthly compensation of the employee in question during the last twelve months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the coordination. This coordination allowance will be made to each eligible employee while unemployed by his home road or in the coordinated operation during a period beginning at the date he is first deprived of employment as a result of the coordination and extending in each instance for a length of time determined and limited by the following schedule:

Length of Service	Period of Payment
1 yr. and less than 2 yrs.	6 months
2 yrs. and less than 3 yrs.	12 months
3 yrs. and less than 5 yrs.	18 months
5 yrs. and less than 10 yrs.	36 months
10 yrs. and less than 15 yrs.	48 months
15 yrs. and over	60 months

In the case of an employee with less than one year of service, the total coordination allowance shall be a lump sum payment in an amount equivalent to sixty (60) days' pay at the straight time daily rate of the last position held by him at the time he is deprived of employment as a result of the coordination.

(b) For the purposes of this Agreement the length of service of the employee shall be determined from the date he last acquired an employment status with the employing Carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve such months shall be credited as one year's service. The employment status of any employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee Organization, he will be given credit for performing service while so engaged on leave of absence from the service of a Carrier.

(c) An employee shall be regarded as deprived of his employment and entitled to a coordination allowance in the following cases:

1. When the position which he holds on his home road is abolished as result of coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the coordinated operation, or

2. When the position he holds on his home road is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of said coordination, or by other employees, brought about as a proximate consequence of the coordination, and if he is unable by the exercise of his seniority rights to secure another position on his home road or a position in the coordinated operation.

(d) An employee shall not be regarded as deprived of employment in case of his resignation, death, retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally, dismissal for justifiable cause in accordance with the rules, or furloughed because of reduction in forces due to seasonal requirements of the service; nor shall any employee be regarded as deprived of employment as the result of a particular coordination who is not deprived of his employment within three years from the effective date of said coordination.

(e) Each employee receiving a coordination allowance shall keep the employer informed of his address and the name and address of any other person by whom he may be regularly employed.

(f) The coordination allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished while he is absent from service, he will be entitled to the coordination allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a coordination allowance on the basis of said position until the regular employee is available for service and thereafter shall revert to his previous status and will be given a coordination allowance accordingly if any is due.

(g) An employee receiving a coordination allowance shall be subject to call to return to service after being notified in accordance with the working agreement, and such employee may be required to return to the service of the employing Carrier for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, if his return does not infringe upon the employment rights of other employees under the working agreement.

(h) If an employee who is receiving a coordination allowance returns to service the coordination allowance shall cease while he is so re-employed and the period of time during which he is so re-employed shall be deducted from the total period for which he is entitled to receive a coordination allowance. During the time of such re-employment, however, he shall be entitled to protection in accordance with the provisions of Section 6.

(i) If an employee who is receiving coordination allowance obtains railroad employment (other than with his home road or in the coordinated operation) his coordination allowance shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his coordination allowance is based; provided that this shall not apply to employees with less than one year's service.

(j) A coordination allowance shall cease prior to the expiration of its prescribed period in the event of:

1. Failure without good cause to return to service in accordance with the working agreement after being notified of position for which he is eligible and as provided in paragraphs (g) and (h).
2. Resignation.
3. Death.
4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally.
5. Dismissal for justifiable cause."

Section 6

Any employees eligible to receive a monthly dismissal allowance under Section 5 hereof may, at his option at the time he becomes eligible, resign and (in lieu of all other benefits and protections provided in this Agreement) accept in a lump sum a separation allowance determined in accordance with the provisions of Section 9 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 9 - Any employee eligible to receive a coordination allowance under Section 7 hereof may, at his option at the time of coordination, resign and (in lieu of all other benefits and protections provided in this Agreement) accept in a lump sum a separation allowance determined in accordance with the following schedule:

Length of Service	Separation Allowance
1 yr. and less than 2 yrs.	3 months pay
2 yrs. and less than 3 yrs.	6 months pay
3 yrs. and less than 5 yrs.	9 months pay
5 yrs. and less than 10 yrs.	12 months pay
10 yrs. and less than 15 yrs.	12 months pay
15 yrs. and over	12 months pay

In the case of employees with less than one year's service, five days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7.

(b) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination."

NOTE: The senior mechanics and/or helpers will have the option of accepting a lump sum separation allowance over the junior mechanic and/or helper who may be deprived of employment.

Section 7

Any employee affected by a change in operations for any of the reasons set forth in Section 1 hereof shall not be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of the Carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Section 8

Any employee who is retained in the service of the Carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the Carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 10 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 10(a) - Any employee who is retained in the service of any Carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the Carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the Carrier responsible and the Organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

(b) If any such employee is furloughed within three years after changing his point of employment as a result of coordination and elects to move his place of residence back to his original point of employment, the Carrier shall assume the expense of moving his household and other personal effects under the conditions imposed in paragraph (a) of this Section.

(c) Except to the extent provided in paragraph (b) changes in place of residence subsequent to the initial changes caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this Section."

Section 9

Any employee who is retained in the service of the Carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the Carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 11 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 11(a) - The following provisions shall apply to the extent they are applicable in each instance, to any employee who is retained in the service of any of the Carriers involved in a particular coordination (or who is later restored to such service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as a result of such coordination and is therefore required to move his place of residence:

1. If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing Carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the coordination to be affected thereby. The employing Carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.

2. If the employee is under a contract to purchase his home, the employing Carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.

3. If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing Carrier shall protect him from all loss and cost in securing the cancellation of said lease.

(b) Changes in place of residence subsequent to the initial change caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this Section.

(c) No claim for loss shall be paid under the provisions of this Section which is not presented within three years after the effective date of the coordination.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the

Carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the Carrier, respectively; these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party."

ARTICLE II - ASSIGNMENT OF WORK

None but mechanics or apprentices, regularly employed as such, shall do mechanics work as per the special rules of each craft.

ARTICLE III - OUTLYING POINTS

At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman of any craft the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement, it shall be handled as hereinafter provided and pending the disposition of the dispute the Carrier may proceed with or continue its designation.

The Carrier will give at least ten (10) days written notice to the General Chairman or General Chairmen when it is contemplated that there will be a change in work forces or the establishment of a new outlying point. The Carrier will arrange a conference with the General Chairman or General Chairmen to discuss the proposed changes.

ARTICLE IV - CONTRACTING OUT OF WORK

Section 1

In order to preserve the amicable relationship which has existed with respect to the contracting out of work and unit of exchange in the M. of E. and M. of W. Departments, it is agreed that the past practice with respect thereto shall continue, i.e., that the General Chairmen of the crafts involved shall meet with the Asst. Chief Engineer involving disputes in M. of W. Department and the officer in charge of the Maintenance of Equipment Department involving disputes in the M. of E. Department, or their representatives, for the purpose of reaching an understanding concerning work that may be necessary to contract out and/or unit of exchange.

Section 2

It is understood that the Carrier would be subject to penalty if work normally or customarily performed by Electricians or Machinists is contracted out, and/or unit of exchange, without the concurrence of the General Chairmen involved, except in emergency conditions relating to unit of exchange.

Section 3

Unit exchange as used herein means the trading in of old and worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts.

ARTICLE V - RESOLUTION OF DISPUTES

Section 1

In the event a dispute arises out of the application and/or interpretation of the terms of this Agreement which cannot be resolved, it will be submitted to the Director of Personnel by the General Chairman. If the dispute cannot be resolved by the Director of Personnel and the General Chairman, it shall be progressed to a Special Board of Adjustment established herein for final adjudication.

Section 2 - Establishment of Shop Craft Special Board of Adjustment

In accordance with the provisions of the Railway Labor Act, as amended, a Special Board of Adjustment, hereinafter referred to as "Board", is hereby established for the purpose of adjusting and deciding disputes which may arise under this Agreement. The parties agree that such disputes are not subject to Section 3, Second, of the Railway Labor Act, as amended.

Section 3 - Consist of Board

The Board shall consist of four members, two appointed by the Organizations party to this Agreement, and two appointed by the Carrier party to this Agreement. For each dispute, the Board shall be augmented by one member selected from the panel of potential referees in the manner hereinafter provided. Successors to the members of the Board shall be appointed in the same manner as the original appointees.

Section 4 - Appointment of Board Members

Appointment of the members of the Board shall be made by the respective parties within thirty days from the date of the signing of this Agreement.

Section 5 - Referees

The parties agree to select a panel of six potential referees for the purpose of disposing of disputes before the Board arising under this Agreement. Such selections shall be made within thirty days from the date of the signing of this Agreement. If the parties are unable to agree upon the selection of the panel of potential referees within the thirty days specified, the National Mediation Board shall be requested to name such referees as are necessary to fill the panel within five days after receipt of such request.

Section 6 - Term of Office of Referee

The parties shall advise the National Mediation Board of the names of the potential referees selected, and the National Mediation Board shall notify those selected, and their successors, of their selection, informing them of the nature of their duties, the parties to the agreement and such information as it may deem advisable, and shall obtain their consent to serve as a panel member.

Section 7 - Filling Vacancies-Referees

In the event any panel member refuses to accept such appointment, dies or becomes disabled so as to be unable to serve, is terminated in tenure as hereinabove provided, or a vacancy occurs in panel membership for any other reason, his name shall immediately be stricken from the list of potential referees. The members of the Board shall, within thirty days after a vacancy occurs, meet and select a successor for each member as may be necessary to restore the panel to full membership. If they are unable to agree upon a successor within thirty days after such meeting, he shall be appointed by the National Mediation Board.

Section 8 - Jurisdiction of Board

The Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation or application of this Agreement.

Section 9 - Submission of Dispute

Any dispute arising under this Agreement, not settled in direct negotiations may be submitted to the Board by either party, by notice to the other party and to the Board.

Section 10 - Time Limits for Submission

Within fifteen days of the postmarked date of such notice, both parties shall send fifteen (15) copies of a written submission to their respective members of the Board. Copies of such submissions shall be exchanged at the initial meeting of the Board to consider the dispute.

Section 11 - Content of Submission

Each written submission shall be limited to the material submitted by the parties to the dispute on the property and shall include:

- (a) The question or questions in issue;
- (b) Statement of facts;
- (c) Position of employee or employees and relief requested;
- (d) Position of company and relief requested.

Section 12 - Failure of Agreement- Appointment of Referee

If the members of the Board are unable to resolve this dispute within twenty days from the postmarked date of such submission to the Board, either member of the Board may request the National Mediation Board to appoint a member of the panel of potential referees to sit with the Board. The National Mediation Board shall make the appointment within five days after receipt of such request and notify the members of the Board of such appointment promptly after it is made. Copies of both submissions shall promptly be made available to the referee.

Section 13 - Procedure at Board Meeting

The referee selected shall preside at meetings of the Board and shall be designated for the purpose of a case as the Chairman of the Board. The Board shall hold a meeting for the purpose of deciding the dispute within fifteen days after the appointment of a referee. The Board shall consider the written submission and relevant agreements, and no oral testimony or other written material will be received. A majority vote of all members of the Board shall be required for a decision of the Board. A partisan member of the Board may in the absence of his partisan colleague vote on behalf of both. Decisions shall be made within thirty days from the date of such meeting.

Section 14 - Remedy

If there is a claim for wage loss on behalf of a named claimant, arising out of an alleged violation of this Agreement, which is sustained, the Board's decision shall not exceed or be less than the wages and other benefits allowable had the employee performed the work under rules of applicable agreement.

Section 15 - Final and Binding Character

Decisions of the Board shall be final and binding upon the parties to the dispute.

Section 16 - Extension of Time Limits

The time limits specified in this Article may be extended only by mutual agreement of the parties.

Section 17 - Records

The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.

ARTICLE VI - SAVING CLAUSE

None of the provisions of this Agreement shall apply to any transaction subject to approval of the I.C.C. if the approval order of the Commission contains equal or more favorable employee protection provisions or to any transaction covered by the Washington Job Protection Agreement.

Signatures not reproduced.

Jamaica, N.Y.
June 30, 1965

APPENDIX C-1

THE LONG ISLAND RAIL ROAD COMPANY

Jamaica, N.Y., June 30, 1965

Mr. A. M. Ripp, Intl. Representative
Intl. Brotherhood of Elect. Workers

Mr. J. P. Gallagher, General Chairman
Intl. Brotherhood of Elect. Workers

Mr. A. C. Moroy, General Chairman
Intl. Association of Machinists

Dear Sirs:

This will confirm understanding had at our meeting of June 29, 1965, concerning Article I of the Mediation Agreement of June 30, 1965.

It is agreed that the term "non-recurring projects" means grade elimination projects, electrification of Carrier's facilities, or major changes in the characteristics of the Carrier's equipment.

Very truly yours,

/s/ A.M. Ripp
Intl. Representative
Intl. Brotherhood of Electrical Workers

/s/ J.P. Gallagher
General Chairman
Intl. Brotherhood of Electrical Workers

/s/ A.C. Moroy
General Chairman
Intl. Association of Machinists

APPENDIX C-2

Agreement between The Long Island Rail Road Company and its employees represented by certain labor Organizations.

WHEREAS, Metropolitan Transportation Authority, a New York public benefit corporation, has made an application dated April 12, 1968, to the United States of America, acting through the Department of Transportation, for financial assistance for an urban mass transportation capital project (hereinafter called "Project") pursuant to the provisions of the Urban Mass Transportation Act of 1964 (hereinafter called "Act"), which project consists of the purchase of 350 new electric railroad suburban cars for use on The Long Island Rail Road; and

WHEREAS, Section 13(c) of the Act requires as a condition of any assistance thereunder that fair and equitable arrangements be made, as determined by the Secretary of Labor and specified in the financial assistance contract between the United States of America and MTA, to protect the interests of employees affected by such assistance.

NOW, THEREFORE, in order to meet the requirements of the Act, it is agreed as follows:

1. The rates of pay, rules and working conditions and all other rights, privileges and benefits (including continuation of pension rights and benefits) of employees represented by the Organizations under their protective bargaining agreement or otherwise on The Long Island Rail Road be preserved.

2. The collective bargaining rights of employees represented by the Organizations as provided in applicable laws and/or existing collective bargaining agreement shall be preserved and continued.

3. The rights, privileges and benefits contained in the provisions of the order of the Interstate Commerce Commission in Finance Docket No. 159020, NEW ORLEANS UNION PASSENGER TERMINAL CASE, 282, I.C.C. 271, January 16, 1952, will apply to any employee represented by the Organizations whose position on the date of this Agreement is worsened with respect to his employment on the Long Island property as a result of the Project.

Nothing in this Agreement shall be construed as an undertaking by the Organizations, or any employees represented by the Organizations, to forego any rights or benefits under any other agreement or under any provision of law with respect to any elimination of service by Long Island. This phrase "as a result of the Project" shall, when used in this Agreement, include events occurring in anticipation of, during or subsequent to the Project.

4. It is recognized that the Project does not contemplate the acquisition of any mass transportation system by Long Island.

5. Employees represented by the Organizations who are terminated or laid off as a result of the Project shall be granted priority of employment or re-employment to fill any vacant position on the Long Island property for which they are, or by training or retraining can become, qualified not, however, in contravention of collectively bargained agreements relating thereto.

In the event training or retraining is required by such employment or reemployment, Long Island shall provide, or provide for, such training or retraining at no cost to the employee and such employee shall be paid while training or retraining no less than the salary or hourly rate of his former job classification, except that an employee shall not be entitled to benefits under this Section and under the provisions of Section 3 hereof concurrently.

6. Nothing in this Agreement shall be construed as depriving any employee of any rights or protection which such employee may have under existing stabilization of employment agreements or any other existing job security agreement, provided, however, that there shall be no duplication of payments to any employee under the terms of this Agreement and any other job security agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 1st day of December, 1969.

Signatures not reproduced.

Jamaica, N. Y.
December 1, 1969

APPENDIX C-3

March 2, 1970

Mr. J. P. Gallagher
General Chairman
Int'l. Brotherhood of Electrical Workers
147-14 Archer Avenue
Jamaica, New York 11435

Dear Mr. Gallagher:

I refer to the labor protection agreement signed by the railroad and your Organization on December 1, 1969, in connection with the grant of federal aid for the purchase of 350 MU cars from the Budd Company.

MTA has one more application, either pending or about to be filed, identified as:

UMTA Application
Metropolitan Transportation Authority
New York, New York
Supplementary Grant Request
LIRR Electrification Program-NY-UTG-3

The railroad is willing to make the same employee protection commitments for this project. With your concurrence, we propose that the term "project," as used in the aforementioned 350-car agreement, be deemed to include this additional project.

If you are agreeable to this proposal, would you please sign both of the enclosed letterhead copies of this letter and return them to me. I will keep one and send one on to the Federal Department of Labor to indicate compliance with the federal law. I am told that no further paper work will be required.

Sincerely,

/s/ W. L. Schlager, Jr.
President

I AGREE:

/s/ J. P. Gallagher

APPENDIX C-4

March 2, 1970

Mr. J. P. Gallagher
General Chairman
Int'l. Brotherhood of Electrical Workers
147-14 Archer Avenue
Jamaica, New York 11435

Dear Mr. Gallagher:

I refer to the labor protection agreement signed by the railroad and your Organization on December 1, 1969, in connection with the grant of federal aid for the purchase of 350 MU cars from the Budd Company.

MTA has five more applications, either pending or about to be filed, for federal aid. The railroad is willing to make the same employee protection commitments for these projects. With your concurrence, we propose that the term "project" as used in the aforementioned 350-car agreement be deemed to include all of these additional projects.

The projects are:

1. Extension of electrification of Pinelawn on the Main Line and to Northport on the Port Jefferson branch;
2. The purchase and rehabilitation of up to 70 "used" trailer cars for use in the over-burdened diesel service;
3. The purchase of two wheel-truing machines.
4. Track improvements in the electrified service area to permit the use of Budd cars at higher speeds; and
5. Layup facilities at Pinelawn and Northport and signal betterments between Hicksville and Pinelawn.

Enclosed you will find excerpts from MTA's federal aid applications which set forth the physical details of each of these projects. We feel that each of them will improve job security and job opportunity on the railroad, but since there is always a possibility that some individual might be adversely affected, we are agreeable to extending the labor protection commitment to cover all of them. We are making this offer to all of the labor Organizations on the property.

If you have any questions about this, please call me. We are anxious to move these applications because of the importance of the work.

If you are agreeable to this proposal, would you please sign both of the enclosed letterhead copies of this letter and return them to me. I will keep one and send one on to the Federal Department of Labor to indicate compliance with the federal law. I am told that no further paper work will be required.

Sincerely,

/s/ W. L. Schlager, Jr.
President

I AGREE:

/s/ J. P. Gallagher

APPENDIX C-5

May 3, 1973

Mr. J. J. Bove, General Chairman
Int'l. Brotherhood of Electrical Workers
122-09 Liberty Avenue
Richmond Hill, New York 11419

Dear Mr. Bove:

I refer to the labor protection agreement signed by the railroad and your Organization on December 1, 1969, in connection with the grant of federal aid for the purchase of 350 MU cars from the Budd Company.

MTA has one more application, either pending or about to be filed, identified as:

UMTA Application
Metropolitan Transportation Authority
New York, New York
Supplementary Grant Request

LIRR - Extension of Railroad to East mid-town Manhattan from Sunnyside Yard, Queens to and including a station and terminal under Third Avenue, exclusive of the construction (however including the equipping) of the East 63rd Street Tunnel under the East River.

The railroad is willing to make the same employee protection commitments for this project. With your concurrence, we propose that the term "project" as used in the aforementioned 350-car agreement be deemed to include all of this additional project.

If you are agreeable to this proposal, would you please sign both of the enclosed letterhead copies of this letter and return them to me. I will keep one and send one on to the Federal Department of Labor to indicate compliance with the federal law. I am told that no further paper work will be required.

Very truly yours,

/s/ W. L. Schlager, Jr.
President

I AGREE:
/s/ J. J. Bove
General Chairman

APPENDIX D

Attachment to Agreement of February 27, 1987

AGREEMENT BETWEEN THE LONG ISLAND RAIL ROAD
AND
ORGANIZATIONS REPRESENTING ITS EMPLOYEES
REGARDING
RESOLUTION OF JURISDICTION OF WORK DISPUTES

1. This Agreement provides the sole and exclusive procedure for settling disputes between the Long Island Rail Road and the organizations representing the various crafts and classes of its employees concerning the jurisdiction of work.
2. The procedures set forth below are applicable to all disputes which arise out of the Carrier's award of jurisdiction in the following circumstances:
 - a. in any new or substantially renovated work location, or
 - b. which involves the introduction of new work, new technology or new equipment anywhere on the Carrier's property, or
 - c. which involves the acquisition of new business, or facilities related thereto, or
 - d. any other jurisdictional dispute between two or more organizations.
3. The Carrier shall have the right to determine which organization(s) shall have jurisdiction over any of the work described in paragraph 2. At least 90 days prior to the commencement of such work, the Carrier will advise each general chairman of its award(s) of jurisdiction.
4. Within 7 days of the Carrier's notification, any organization which is aggrieved by the Carrier's award(s) shall notify the Director of Labor Relations, in writing, of its objections. The organization shall specify which parts of the work it seeks, the rationale in support of its position, and the specific reference to the work performed in the organization's Scope Rule. If no objections are received within the 7-day period, the award of jurisdiction will become final immediately upon the expiration of the 7-day period, and may be implemented at that time.
5. Any organization which does not file an objection pursuant to paragraph 4 will be deemed to have no further interest in the matter, provided that the organization to whom the work is awarded need not file any statement to remain a party to any dispute which may arise.
6. If any organization(s) files an objection pursuant to paragraph 4, the Carrier will convene a meeting of all such organizations and the organization to whom the work is to be awarded, in an effort to resolve the dispute on the property. This meeting will be held within 10 days of the end of the 7-day period provided in paragraph 4.
7. In the event that the dispute is not resolved on the property, any of the organizations which had filed objections pursuant to paragraph 4 may demand arbitration of the dispute. Such a demand must be served on the Carrier and the other affected organization(s) within 4 days of the last meeting held pursuant to paragraph 6.
8. The parties to this Agreement hereby designate the following panel of neutrals to serve as the arbitrator in disputes arising under this procedure:
 - a.
 - b.
 - c.
9. One arbitrator shall sit as the board, and there shall be no partisan members. Each case will be assigned on a rotating basis to the next available arbitrator.
10. The arbitrator shall set the dispute for a hearing within 21 days, and shall render his award within 7 days. Each participant at the hearing may be represented by the person(s) of its choice, may present witnesses on its behalf and cross-examine witnesses presented by the other participants, and may submit any relevant exhibits. The hearing shall be transcribed.

11. The arbitrator shall have no power to add to, subtract from, change or modify any provision of any collective bargaining agreement, but shall be limited to interpreting the existing provisions of the agreements and applying them to the specific facts of the dispute. The arbitrator shall sustain the Carrier's award of jurisdiction unless the objecting organization clearly demonstrates that it has exclusive system-wide jurisdiction over the work. The arbitrator shall have no power to limit the use of tools to employees of a specific craft or class.
12. The participants shall bear their own expenses. The arbitrator's fees and expenses shall be paid solely by the Carrier.
13. The arbitrator's award shall be final and binding, and shall be subject to judicial review only under the standards of Section 3 of the Railway Labor Act, 45 U.S.C. Sec. 153, as amended.
14. The time limits of paragraphs 6, 7, and 10 of this Agreement may be extended by agreement of the participants. The time limits shall be measured in calendar days, except that where the last day of a time period is a weekend or holiday, the next workday which is not a weekend or holiday shall be the last day of that time period. The Carrier may, following the 90 days notice, implement its award of jurisdiction pending resolution of the dispute in accordance with this procedure without incurring any liability to any of the organizations.
15. Neither the Carrier nor the organizations shall exercise a right of self-help in connection with the matters subject to this Agreement.
16. This Agreement replaces all other jurisdictional dispute resolution provisions on the Long Island Rail Road, and all such provisions are abrogated.

APPENDIX E

June 11, 1973

Mr. D.B. Arter, ARSA
Mr. J.J. Bove, IBEW
Mr. A.F. D'Avanzo, BRC
Mr. D.J. DeMasi, ARSA
Mr. M. Greene, IBT
Mr. T.J. Hewson, BRAC
Mr. R.J. McCarthy, IAM
Mr. W.B. Mochrie, Jr., IBBB
Mr. E. Raccioppi, SMWIA
Mr. G.M. Fucci, BRAC-TC
Mr. W.M. Stysiack, ARSA
Mr. J.J. Wasloski, IBF&O

Gentlemen:

This has reference to our several meetings and conversations relative to the Memorandum of Understanding dated April 24, 1973 and subsequent agreements dated June 1, 1973.

It is understood that no provision of the Agreement is meant to establish a composite mechanic.

It is further understood that each Craft will continue to perform work under the provision of its respective Classification of Work Rules in accordance with the Controlling Agreement.

Very truly yours,

/s/ W.L. Schlager, Jr.
President

APPENDIX F

This Agreement is entered into by and between The Long Island Rail Road Company and System Federation No. 156, Railway Employees' Department, AFL-CIO, on behalf of its employees represented by the International Brotherhood of Electrical Workers.

IT IS AGREED:

1. When new positions or vacancies occur in a position of Engineering System Operator or Load Dispatcher, they shall be filled by appointment from employees of the Substation Electricians' Class.

2. A Substation Electrician promoted to any position set forth in paragraph one (1) must have accumulated four (4) or more years seniority as an Electrician and currently owning or assigned as such at the time he/she makes application for these positions.

3.(a) When new positions or vacancies occur in the positions set forth in paragraph one (1), a notice to that effect will be posted for five (5) days in all Substation headquarters.

(b) Employees eligible for and desiring such bulletin position must make written application within the advertising period to the officer whose name appears on the notice. Following the closing date of this notice, employees will be interviewed in seniority order.

(c) If after the first posting in the Substation Department an acceptable applicant has not been found, a first notice will be posted in the Electric Traction Department consistent with paragraphs 2, 3(a) and (b).

(d) If after this first posting in the Electric Traction Department an acceptable applicant has not been found, a second and subsequent notice will be posted in the Substation and Electric Traction Department consistent with paragraphs 2, 3(a) and (b), reducing the seniority requirement set forth in paragraph 2 one (1) year each time, not to be reduced below a minimum of two (2) years; all other requirements as stated herein to apply.

(e) If after exhausting all the procedures set forth in paragraphs (a) through (d) an acceptable applicant still has not been found, Carrier will post first notice in the Substation and Electric Traction Departments consistent with paragraphs 2 and 3(a) through (d) accepting applications from Gang Foremen who, in accordance with Rule 14(b), are currently members in good standing with the IBEW and have continued to accumulate seniority on the Electricians' Roster, although not currently owning or assigned a position in the Electricians' Craft and Class.

(f) If after exhausting the procedure set forth in paragraph (e) an acceptable applicant still has not been found, Carrier will notify the General Chairman in writing of such; and a conference shall commence within thirty (30) days from the date of such notice. If a resolution is not reached between the parties, Carrier may fill the position or vacancy with other than the employees identified above.

4. A Sub-Station Electrician promoted to the position of Engineering System Operator or Load Dispatcher shall retain and continue to accumulate seniority in the Electricians' Craft and may upon return to a position covered by the International Brotherhood of Electrical Workers rules, exercise his seniority in accordance with the provisions of Rule 14, as amended.

5. This Agreement shall supersede all the provisions of the Agreement of September 13, 1957, and shall remain in full force and effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signatures not reproduced.

Jamaica, N. Y.
November 23, 1964
As amended May 14, 1985

**APPENDIX G-1
Vacation Agreement**

Preamble

This Agreement is entered into between each of the Carriers listed and defined in Appendices "A", "B", and "C", attached hereto and made a part hereof, represented respectively by their duly authorized Conference Committees, signatory hereto, as parties of the first part, and the employees of said Carriers, represented by the Organizations, signatory hereto, by their respective duly authorized executives, on behalf of which employees requests for vacations have been made, as listed in the Appendices, above identified, as parties of the second part, and is to be construed as a separate agreement by and between and in behalf of each of said Carriers and its said employees for whom such requests have been made.

This Agreement is executed as a result of the recommendations of the Emergency Board appointed by the President of the United States, September 10, 1941, and its report dated November 5, 1941, respecting the vacation with pay dispute, mediation proceedings between the parties with the participation and assistance of the Emergency Board and its supplementary report of December 5, 1941.

ARTICLES OF AGREEMENT

1. Effective with the calendar year 1942, an annual vacation of six (6) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred sixty (160) days during the preceding calendar year.

2. Subject to the provisions of Section 1 as to qualifications for each year effective with the calendar year 1942 annual vacations with pay of nine (9) and twelve (12) consecutive workdays will be granted to the following employees, after two and three years of continuous service respectively:

(a) The following described employees if represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees:

(1) Clerks (clerical workers and machine operators) which classification for the purposes of this Agreement shall be construed to also include the occupation hereafter named - agents and assistant agents; traveling auditors, traveling freight claim agents and adjustors, traveling time adjustors or traveling checkers, traveling accountants and traveling car agents; store-keepers, assistant storekeepers and supply car storekeepers, stationmasters and assistant stationmasters; supervisors and assistant supervisors, baggage agents and assistant baggage agents; general foremen and assistant general foremen, foremen and assistant foremen; fuel, lumber, tie, loss and damage, store and material, transportation, icing and refrigeration, freight and perishable, scale and material inspectors; car distributors; crew dispatchers; ticket sellers; checkers, talley-men, receivingmen and deliverymen, defined as clerks in existing agreements; stockmen, stock keepers, counter-men, stationers and counter checkmen in stores department; weighmasters; toll collectors; caboose supply checkers; teletype operators.

(2) Other office and station employees which classification shall include the occupations hereafter named by whatever payroll title designated, but no others; Gang foremen other than those paid on differential hourly or tonnage basis; office boys, messengers and chore boys; train announcers; gatemen; train and engine crew callers; telephone switchboard operators; elevator operators; matrons and watchmen in office buildings; operators of office or station equipment devices or appliances such as those for duplicating letters and statements, perforating papers, adjusting dictating machine cylinders, numbering claims and other papers; employees engaged in assorting, checking or filing tickets, waybills, claims, pay and time checks, car movements, per diem or other checks, freight claims, dray tickets, requisitions, tickets or waybills against reports; employees engaged exclusively in gathering and distributing or delivering mail.

(b) Employees represented by the Order of Railroad Telegraphers, except custodians, caretakers, and small non-telegraph agents.

3. The terms of this Agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

4.(a) Vacations may be taken from January 1st to December 31st as due regard consistent with requirements of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations.

The local committee of each Organization signatory hereto and the representatives of the Carrier will cooperate in assigning vacation dates.

(b) The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employees in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee of each Organization affected signatory hereto and the proper representative of the Carrier will cooperate in the assignment of remaining forces.

5. Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten (10) days notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days notice will be given affected employee.

If a Carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation the allowance hereinafter provided.

6. The Carriers will provide vacation relief workers but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employees remaining on the job, or burden the employee after his return from vacation, the Carrier shall not be required to provide such relief worker.

7. Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:

(a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the Carrier for such assignment.

(b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this Agreement.

(c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this Agreement.

(d) An employee working on a piecework or tonnage basis will be paid on the basis of the average earnings per day for the two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.

(e) An employee not covered by paragraphs (a), (b), (c) or (d) of this Section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

8. No vacation with pay or payment in lieu thereof will be due an employee whose employment relation with a Carrier has terminated prior to the taking of his vacation, except that employees retiring under the provisions of the Railroad Retirement Act shall receive payment for vacation due.

9. Vacations shall not be accumulated or carried over from one vacation year to another.

10.(a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater, provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five percent (25%) of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

(c) No employee shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.

11. While the intention of this Agreement is that the vacation period will be continuous, the vacation may, at the request of an employee, be given in installments if the management consents thereto.

12.(a) Except as otherwise provided in this Agreement a Carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefore under the provision hereto. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

(b) As employees exercising their vacation privileges will be compensated under this Agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

13. The parties hereto having in mind conditions which exist or may arise on individual Carriers in making provisions for vacations with pay agree that the duly authorized representatives of the employees, who are parties to one agreement, and the proper officer of the Carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this Agreement, provided that such changes or understandings shall not be inconsistent with this Agreement.

14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this Agreement shall be referred for decision to a committee, the Carrier members of which shall be the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the Carrier members and employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

This Section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act, as amended, in the event committee provided in this Section fails to dispose of any dispute or controversy.

15. Subject to confirmation as may be required by the labor Organizations, signatory hereto, and when so confirmed, this Agreement shall be effective January 1, 1942, and shall be incorporated in existing agreements as a supplement thereto, and be in full force and effect for a period of two (2) years from that date and continue in effect thereafter subject to not less than six (6) months notice (which notice may be served in 1943 or in any subsequent year) by any Carrier or Organization party hereto, of desire to change this Agreement as of the end of the year in which the notice is served.

When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act, as amended.

16. This Agreement is subject to approval of court with respect to Carriers in hands of receivers or trustees.

17. The counter request of the Western Carriers made in May, 1940, for a ten percent (10%) reduction in the existing rates of pay of certain employees, as such Carriers and employees are designated in Appendix "B", attached hereto, is hereby withdrawn.

Signatures and Appendices not reproduced.

December 17, 1941.

APPENDIX G-2

Supplemental Agreement February 23, 1945 To Vacation Agreement Of December 17, 1941

Mediation Agreement

Preamble

This Agreement, supplemental to the Vacation Agreement of December 17, 1941, is entered into between each of the Carriers listed and defined in Appendices A, B and C, attached hereto and made a part hereof, represented respectively by their duly authorized Conference Committees, signatory hereto, as parties of the first part, and the employees of said Carriers, represented by the organizations, signatory hereto, by their respective duly authorized executives, on behalf of which employees requests for changes in the aforesaid vacation agreement were made, as listed in the Appendices, above identified, as parties of the second part, and is to be construed as a separate supplemental agreement by and between and in behalf of each of said Carriers and its said employees for whom such requests for changes in said vacation agreement have been made.

This Supplemental Agreement is executed pursuant to understandings of the parties in mediation proceedings involving a dispute pertaining to changes in the Vacation Agreement of December 17, 1941, arising out of notices served by the railroad labor organizations parties hereto on or about June 26, 1944.

SUPPLEMENTAL AGREEMENT

Section 1.

Articles 1 and 2 of the Vacation Agreement of December 17, 1941, are hereby continued in full force and effect only as to those employees, irrespective of length of service, covered by Article 2(a) (1) and (2) and (b) of that agreement, and Sections 2, 3 and 4 of this Supplemental Agreement shall not apply to such employees.

Section 2.

Except as provided for those employees covered by Article 2(a) (1) and (2) and (b) of the Vacation Agreement of December 17, 1941, referred to in Section 1 hereof:

(A) Effective with the calendar year 1945 an annual vacation of six (6) consecutive workdays with pay will be granted to each employee covered by this Supplemental Agreement who renders compensated service on not less than 160 days during the preceding calendar year.

(B) Effective with the calendar year 1945 an annual vacation of twelve (12) consecutive workdays with pay will be granted to each employee covered by this Supplemental Agreement who renders compensated service on not less than 160 days during the preceding calendar year and who has five or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than 160 days in each of five (5) of such years not necessarily consecutive.

Section 3.

Except as provided for those employees covered by Article 2(a) (1) and (2) and (b) of the Vacation Agreement of December 17, 1941, Article 1 of the Vacation Agreement of December 17, 1941, is superseded by Section 2 of this Supplemental Agreement.

Section 4.

Except as provided for those employees covered by Article 2(a)(1) and (2) and (b) of the Vacation Agreement of December 17, 1941, referred to in Section 1 hereof, if the basic straight time workweek generally prevailing in this industry for any "craft or class of employees" (to be interpreted as these words are used in the Railway Labor Act) represented by an organization signatory hereto, be reduced on a majority of the line haul Carriers parties hereto below six days (48 hours) by or because of law or governmental order pursuant to law, or by a proceeding subsequent hereto under the provisions of the Railway Labor Act, the number of consecutive workdays constituting a vacation with pay for such "craft or class of employees" on such Carriers under Section 2(A) and (B) hereof will be correspondingly reduced. The provisions of Article 3 of the Vacation Agreement of December 17, 1941, shall not operate to prevent the reduction in vacation days in accordance with this Section 4.

Section 5.

Except to the extent that articles of the Vacation Agreement of December 17, 1941, are changed by this Supplemental Agreement, the said agreement, including the interpretations thereof as made by the parties, dated

June 10, 1942, and July 20, 1942, and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Section 2(A) and (B) of this Supplemental Agreement certain words and phrases which appeared in the Vacation Agreement of December 17, 1941, are used. The said interpretations which defined such words and phrases referred to above as they appeared in the Vacation Agreement of December 17, 1941, shall apply in construing them as they appear in Section 2(A) and (B) hereof.

Section 6.

Article 15 of the Vacation Agreement of December 17, 1941, as herein supplemented, is modified to read as follows:

"This Agreement shall be effective January 1, 1945, and shall be incorporated in existing agreements as a supplement thereto, and shall be in full force and effect for a period of two (2) years from January 1, 1945, and continue in effect thereafter, subject to not less than seven (7) months notice in writing (which notice may be served in 1946 or in any subsequent year) by any carrier or organization party hereto, of desire to change this Agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act, as amended."

Section 7.

This Agreement is subject to approval of court with respect to carriers in hands of receivers or trustees.

Section 8.

This Agreement shall become effective as provided herein when necessary governmental approval is obtained.

Section 9.

This Agreement has been entered into as a compromise and without admission by any party, in full settlement of the requests contained in the notices mentioned in the preamble, and none of the terms of this Agreement nor the fact of making the same shall prejudice the rights of any party hereto in the event that changes shall hereafter be sought herein or in the Agreement of December 17, 1941, as provided in Section 6 hereof.

Signed at Chicago, Illinois, this 23rd day of February, 1945.

Signatures and Appendices not reproduced.

APPENDIX G-3

Agreement

This Agreement made this 21st day of August, 1954, by and between the participating Carriers listed in Exhibits A, B and C, attached hereto and made a part hereof and represented by the Eastern, Western and Southeastern Carriers' Conference Committees and the employees of such Carriers shown thereon and represented by the Railway Labor Organizations signatory hereto through the Employees' National Conference Committee, Fifteen Cooperating Railway Labor Organizations.

WITNESSETH:

WHEREAS, on or about May 22, 1953, certain proposals were served on the Carriers parties hereto by the Organizations parties hereto on behalf of employees represented by such Organizations; and,

WHEREAS, within thirty days following May 22, 1953, certain proposals on behalf of certain of the Carriers parties hereto were served on certain of the employees of said Carriers represented by the Organizations parties hereto; and,

WHEREAS, a hearing was conducted by a Presidential Emergency Board (No. 106) and said Board on May 15, 1954, filed its report together with its findings and recommendations with the President of the United States:

NOW THEREFORE IT IS AGREED:

EMPLOYEES' PROPOSALS

ARTICLE I-VACATIONS

Section 1.

Article 1 of the Vacation Agreement of December 17, 1941 is hereby amended to read as follows:

(a) Effective with the calendar year of 1954, an annual vacation of five (5) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred thirty-three (133) days during the preceding calendar year.

(b) Effective with the calendar year of 1954, an annual vacation of ten (10) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than 133 days during the preceding calendar year and who has five or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than 133 days (151 days in 1949 and 160 days in each of such years prior to 1949) in each of five (5) of such years not necessarily consecutive.

(c) Effective with the calendar year 1954, an annual vacation of fifteen (15) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than 133 days during the preceding calendar year and who has fifteen or more years of continuous service and who, during such period of continuous service renders compensated service on not less than 133 days (151 days in 1949 and 160 days in each of such years prior to 1949) in each of fifteen (15) of such years not necessarily consecutive.

(d) Paragraphs (a), (b) and (c) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two or three workweeks.

(e) Service rendered under agreements between a carrier and one or more of the Non-operating Organizations parties to the General Agreement of August 21, 1954, of which this Article is a part, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(f) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury on the job 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 five (5) years of service; a maximum of twenty (20) such days for an employee with five (5) 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 who has no seniority date and no rights to accumulate seniority, who renders compensated service, before layoff, on not less than one hundred thirty-three (133) days in a calendar year

and who returns to service in the following year for the same Carrier in the same seniority district where he would have accumulated seniority had his rights so permitted, will be granted a vacation in the year of his return after the performance in such year of compensated service on not less than sixty (60) days. This paragraph creates no obligation to rehire such employee after his layoff.

Section 2.

Article 2 of the Vacation Agreement of December 17, 1941, is hereby amended to read as follows:

"2. Subject to the provisions of Section 1 hereof as to qualifications for each year, effective with the calendar year 1954 annual vacations with pay of seven and one-half and ten consecutive workdays will be granted to the following employees, after two and three years of continuous service respectively:

(a) The following described employees if represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees:

(1) Clerks (clerical workers and machine operators) which classification for the purposes of this Agreement shall be construed to also include the occupations hereafter named-Agents and assistant agents; traveling auditors, traveling freight claim agents and adjustors, traveling time adjustors or traveling checkers, traveling accountants and traveling car agents; storekeepers, assistant storekeepers and supply car storekeepers, station masters and assistant station masters; supervisors and assistant supervisors; baggage agents and assistant baggage agents; general foremen and assistant general foremen, foremen and assistant foremen, fuel, lumber, tie, loss and damage, store and material, transportation, icing and refrigeration, freight and perishable, scale and material inspectors; car distributors; crew dispatchers; ticket sellers; checkers, talley-men, receivingmen and deliverymen, defined as clerks in existing agreements; stockmen, stock keepers, counter-men, stationers and counter checkmen in stores department; weighmasters; toll collectors; caboose supply checkers; teletype operators.

(2) Other office and station employees which classification shall include the occupations hereafter named by whatever payroll title designated, but no others; Gang foremen other than those paid on differential hourly or tonnage basis; office boys, messengers and chore boys; train announcers; gatemen, train and engine crew callers; telephone switchboard operators; elevator operators; matrons and watchmen in office buildings; operators of office or station equipment devices or appliances such as those for duplicating letters and statements, perforating papers, adjusting dictating machine cylinders, numbering claims and other papers; employees engaged in assorting, checking or filing tickets, waybills, claims, pay and time checks, car movements, per diem or other checks, freight claims, dray tickets, requisitions, tickets or waybills against reports; employees engaged exclusively in gathering and distributing or delivering mail.

(b) Employees represented by The Order of Railroad Telegraphers, except custodians, caretakers, and small non-telegraph agents.

(c) Paragraphs (a) and (b) hereof, shall be construed to grant to weekly and monthly rated employees whose rates contemplate more than five (5) days of service each week, one and one-half or two workweeks of vacation."

Section 3.

When, during an employee's vacation period, any of the seven recognized holidays (New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the seven holidays enumerated above, falls on what would be a workday of an employee's regularly assigned workweek, such day shall be considered as a workday of the period for which the employee is entitled to vacation.

Section 4.

Effective January 1, 1955, Article 5 of the Vacation Agreement of December 17, 1941, is hereby amended by adding the following:

"Such employee shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay."

Note: This provision does not supersede provisions of the individual collective agreements that require payment of double time under specified conditions.

Section 5.

Article 8 of the Vacation Agreement of December 17, 1941, is hereby amended by adding the following:

"Effective with the year 1954, it is understood that if an employee who performed the necessary qualifying service in the year prior to the year of his death, or in the year of his death, or both, dies before receiving such vacation, or vacations, or payment in lieu thereof, payment of the allowance for such vacation or vacations shall be made to his surviving widow, or in the absence of a surviving widow, on behalf of a dependent minor child or children, if any."

Section 6.

Except to the extent that articles of the Vacation Agreement of December 17, 1941, are changed by this Agreement, the said agreement and the interpretations thereof and of the Supplemental Agreement of February 23,

1945, as made by the parties, dated June 10, 1942, July 20, 1942, and July 18, 1945, and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Sections 1 and 2 of this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 hereof.

Section 7.

Article 15 of the Vacation Agreement of December 17, 1941, is modified to read as follows:

"This Agreement shall be effective as of January 1, 1954, and shall be incorporated in existing agreements as a supplement thereto, and shall be in full force and effect for a period of two (2) years from January 1, 1954, and continue in effect thereafter, subject to not less than seven (7) months notice in writing (which notice may be served in 1955 or in any subsequent year) by any Carrier or organization party hereto, of desire to change this Agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act, as amended."

Signatures not reproduced.

APPENDIX G-4

AGREEMENT

This Agreement made this 19th day of August, 1960, by and between the participating carriers as listed in Exhibits A, B, C, D, E and F, attached hereto and made a part hereof, and represented by the Eastern, Western and Southeastern Carriers' Conference Committees and the employees of such carriers as shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Eleven Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

ARTICLE IV-VACATIONS

Section 1.

Article I of the Vacation Agreement of December 17, 1941, as amended by the Agreement of August 21, 1954, is hereby amended to read as follows:

(a) Effective with the calendar year 1961, an annual vacation of five (5) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(b) Effective with the calendar year 1961, an annual vacation of ten (10) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has three (3) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of three (3) of such years, not necessarily consecutive.

(c) Effective with the calendar year 1961, an annual vacation of fifteen (15) consecutive workdays with pay 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 fifteen (15) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of fifteen (15) of such years, not necessarily consecutive.

(d) Paragraphs (a), (b), and (c) hereof shall be construed to grant to weekly and monthly rated employees whose rates contemplate more than five days of service each week, vacations of one, two or three workweeks.

(e) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(f) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his 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) such 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 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 return. In the event such an employee does not return to service in the following year for the same carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

Section 2.

Article 8 of the Vacation Agreement of December 17, 1941, as amended by the Agreement of August 21, 1954, is hereby amended, effective September 1, 1960, to read as follows:

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article I hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he 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 therefor under Article I. 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 estate, in that order of preference.

Section 3.

Article 15 of the Vacation Agreement of December 17, 1941, as amended, is modified to read as follows:

Except as otherwise provided herein this Agreement shall be effective as of January 1, 1961, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1961, and continue in effect thereafter, subject to not less than seven (7) months notice in writing (which notice may be served in 1961 or in any subsequent year) by any carrier or organization party hereto, of desire to change this Agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act, as amended.

Section 4.

This paragraph is an exception to the general provisions of this Article, and only has application to vacations due in the year 1960. An employee who, as of January 1, 1960, has rendered compensated service on one hundred thirty-three (133) days during the year 1959 and had three (3) or more years of continuous service and who during such period of continuous service rendered compensated service on not less than one hundred thirty-three (133) days in each of such three (3) years not necessarily consecutive will be granted a vacation of ten (10) working days in the year 1960 with pay, provided, however, that if any such employee who was only entitled to five (5) working days vacation under Article I of the Agreement of August 21, 1954, and is entitled to ten (10) such working days vacation under this Section, is only granted a vacation of five (5) working days in the year 1960, the carrier will compensate such employee in lieu of the additional five (5) days vacation not granted at the pro rata rate of pay.

Section 5.

With respect to the disputes arising from that portion of the notices pertaining to vacations served on or about May 29, 1959, by Hotel & Restaurant employees and Bartenders International Union, it is agreed:

(a) The Carriers' Conference Committees and the employees' National Conference Committee will retain authority to negotiate the detailed modifications required in the existing Vacation Agreements between the carriers and the employees represented by that organization.

(b) Such detailed modifications of these agreements will be directed to the inclusion in such agreements of reductions in the service period required for two week vacations to correspond to those provided in Sections 1 and 4 of this Article, reductions in the annual days of service required to qualify for vacations proportionate to the reduction provided for in Section 1 of this Article and preservation of vacation rights earned corresponding to the provisions of Section 2 of this Article. The revisions of such agreements, when agreed to, will be made effective on the same dates as the corresponding provisions of the preceding sections of this article.

Signatures and Appendices not reproduced.

APPENDIX G-5

(JUNE 12, 1967 AGREEMENT)

ARTICLE III-VACATIONS

The existing Vacation Agreement will be amended to the extent set forth below:

Effective January 1, 1967, an annual vacation of three (3) weeks will be granted to regularly assigned employees covered by this Agreement who have ten (10) years of service with the Carrier; employees with fifteen (15) years of service will be granted four (4) weeks vacation; employees with twenty (20) years or more of service will be granted five (5) weeks vacation.

The foregoing is with the understanding that the employee meets the qualifying provisions of the existing Vacation Agreement.

Signatures not reproduced.

(JANUARY 15, 1971 AGREEMENT)

ARTICLE III-VACATIONS

Effective January 1, 1971, the existing vacation agreement, as amended, shall be further modified to the following extent:

a. All employees will be granted vacation in the amount of one (1) day per calendar month of service. The number of such days granted shall not exceed ten (10) during each of the first through fifth year of service.

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

b. Following the fifth year of service, employees will be granted fifteen (15) days vacation.

c. All other provisions of the current vacation agreement will remain unchanged.

(JUNE 1, 1973 AGREEMENT)

ARTICLE II-ABROGATION OF BIRTHDAY HOLIDAY

In lieu of a birthday holiday, an employee will be granted one additional vacation day, which will be added to the vacation period for which the employee is eligible. Vacation rules will apply, and birthday holiday penalty payments will be discontinued.

ARTICLE VI-VACATIONS

The vacation agreement will be amended to provide for 5 weeks vacation after 18 years of service.

(NOVEMBER 21, 1977 AGREEMENT)

ARTICLE III-VACATIONS

Effective January 1, 1978, existing vacation agreements and rules shall be modified to provide vacation allowances as follows:

<u>Years of Qualifying Service</u>	<u>Vacation Allowance</u>
10 or more	20 days
15 or more	25 days

(AUGUST 26, 1983 AGREEMENT)

ARTICLE V-HOLIDAYS

Newly hired employees will not be entitled to the following holiday in the first and second calendar year of employment: Vacation day established in lieu of Birthday holiday.

APPENDIX H

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:

1. Employees covered by this Agreement who are off duty on account of sickness or personal injury not connected with railroad service for 15 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.

2. Employees covered by this Agreement who are off duty on account of sickness or personal injury not connected with railroad service more than 15 workdays, exclusive of relief days or vacation, will be required to secure a return-to-duty card before being permitted to return to work.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8.(a) 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.

(b) 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.

**(M.E.)
APPENDIX I-1**

Agreement for the purpose of establishing an apprentice program, between The Long Island Rail Road Company and The International Brotherhood of Electrical Workers.

STATEMENT OF PURPOSE:

It is the intent of the Carrier to insure that the developed skills of critical crafts will be passed along through succeeding generations of the work force. To accomplish this, it has joined together with The International Brotherhood of Electrical Workers to develop and implement the requisite apprenticeship program.

Therefore, it is agreed that in order to implement an apprenticeship training program and to administer it in an effective manner the following conditions and general regulations, as detailed in Sections (a) through (r) below, and the specific program for the craft which is attached hereto as Appendix "A" will govern.

(a) Selection of apprentices will be in accordance with the requirements of the Carrier. All persons making application will be given consideration. Selections will be based on:

- (1) Work record (lateness, absenteeism, etc.).
- (2) Evaluation by supervisors.
- (3) A battery of job-related tests.

Basic educational requirements will apply to the craft and will include:

- (1) Demonstrated proficiency to competently read and write the English language at a level sufficient to master course material.
- (2) The use of mathematical formulas as required and at a level sufficient to master course material.

The proficiency demonstration will be through a testing program by the Carrier.

(b) Final selection of applicants for apprenticeships will be made by the department head of the area or his designated representative.

(c) The apprenticeship term will consist of six (6) periods of one hundred twenty-two (122) compensated days each, exclusive of overtime, military reserve time, and sick leave. During the last two 122-day periods, apprentices may be assigned to any mechanic's position for which they have been deemed qualified by virtue of previously demonstrated ability; however, apprentices so used must complete their training as scheduled. The provisions of Rule 22 will apply to all such assignments, and the General Chairman of the craft will be advised of all assignments so made.

(d) It will be the responsibility of the Carrier to provide all regular program administration in accordance with the specified terms, provisions, requirements and intent of the program as agreed in the covering agreement. In the course of this administration, matters of concern with regard to individual apprentices will be handled with the designated I.B.E.W. representative, and the requisite relationships will be established to insure the effectiveness of this function.

(e) It is recognized that some matters will require attention beyond that which can be provided under the arrangement outlined in paragraph (d) above. Items such as major program changes, questions regarding quality or depth of changes, adherence to and pursuit of program principles as stated, special cases, general progress reviews, recommendations for policy or program revisions and recommendations for rules for the governing of apprentices on the job and in the classroom are typical examples.

(1) To handle such matters, there shall be established an apprenticeship advisory board.

(2) This board will be comprised of the department heads of each department having an active apprenticeship program, (or their designated representatives), the director of training for the operating department and the manager-training for the operating department. The General Chairman of each craft currently having an active apprenticeship program shall designate a representative, and they shall jointly designate additional Organization board members from their crafts as may be required to equal the number of Carrier members.

(3) All decisions of the board will be by simple majority rule.

(4) The board chairman shall be selected from the Carrier's members, and the secretary from the Organization's members.

(5) Meetings may be called by the chairman or requested by the board for all matters requisite to pursuit of the purposes of the apprenticeship program.

(6) The board may avail itself of the services of the bureau of apprenticeship and training should it decide such action to be warranted or desirable.

(f) (1) The apprentice program will provide appropriate instruction and experience in all aspects of the trade as it is practiced on this Carrier. The apprentice program will include training in yard operations, typical of those encountered by Road Car Electricians. Formal instruction will be provided by the Carrier either on its property or at equally appropriate locations off property. All such arrangements will be made by the Carrier at no expense to the apprentice.

(2) Apprentices' classroom time will be paid at the prevailing straight-time rate. When required to attend classroom instructions outside assigned hours they shall be released from a regular assignment for an equivalent period of time.

(3) An apprentice who is furloughed or who is unable to perform regular duties may - at no cost to the Carrier - attend and thereby receive credit for classroom instruction for which he would normally have been scheduled.

(g) Apprentices will be tested regularly on their comprehension and knowledge of the subject matter covered instruction. They will also be given regular evaluation by their instructors and by their foreman when on field assignments. The sum total of these evaluations will constitute their rating, with the written examination weighed most heavily. This rating will be basis for retaining an employee in the apprenticeship program. An apprentice will be given one opportunity to retake a previously failed examination; however, a reasonable period of time, not exceeding 30 calendar days, will be allowed before the re-examination for an opportunity to ascertain the cause of initial failure. Apprentices will be given on-going counseling with regard to foreman and instructor evaluations. Apprentices receiving an unsatisfactory rating will be dropped from the program and will be given consideration for other available employment for which they are qualified. Any apprentice dropped from the program who desires a hearing, as per Section (e) above, will be entitled to same upon written application within 30 calendar days of his termination notice.

(h) On satisfactory completion of apprenticeship, a certificate attesting the achievement will be issued, and seniority as a mechanic will be back dated 36 months from the date of completion of the 732nd compensated day; but under no circumstances will this date be prior to the date of 1st compensated service as an apprentice. The apprentice will then be assigned to any open mechanic's position, and subsequently must bid for all bulletined mechanic's positions in his craft.

(i) The number of apprentices in each craft will be as determined by the Carrier, but shall not exceed one to every five mechanics.

(j) Apprentices will be assigned to work with mechanics in accordance with the training schedule. Apprentices at the same location may be paired for learning purposes; apprentices may not, however, be given work assignments as "partners" without mechanics at the work location. Apprentices will not be assigned to positions requiring helpers.

(k) Apprentices will be paid in accordance with the controlling agreement.

(l) An apprentice once having accepted an apprenticeship position, must remain as such until:

- (1) His apprenticeship is successfully completed, or
- (2) His rating is such that he is dropped from the program, or
- (3) He is released from the program for any other reason, or
- (4) He resigns from the service of the Carrier.

No requests for transfer will be entertained between the apprenticeship period. Employees dropped from the program will be given consideration in accordance with that provided in paragraph (g) above.

(m) An apprentice will perform any work done by a mechanic of the trade to which he is an apprentice and such other work as is assigned to him in connection with this training. All such work is to be done under the supervision of a journeyman in the same craft. An apprentice during the first year of his apprenticeship shall not be assigned to night shifts unless required to do so for a special training requirement, and then not exceeding ten percent of field training time. Apprentices will not be worked overtime other than to participate in non-production training activities, except when on mechanics' assignments during the last two 122-day periods, as provided in Section (c) above.

(n) Each apprentice will be provided a work record card on which designated achievements will be entered and attested. It will be the apprentice's responsibility to secure that necessary for proper maintenance of these record cards on a current basis.

(o) During the apprenticeship period, all assignments to work, locations, work hours, relief days, etc., will be made by the Carrier, consistent with its evaluation of the individual's training needs, without regard to seniority. Similarly, vacations will be assigned to all apprentices consistent with program schedules; the General Chairman will be advised in advance of vacation assignments.

(p) Credit for previous experience may be given toward completion of apprenticeship in accordance with the following:

(1) All apprentices with previous experience or formal training applicable to the craft must submit a written request to the secretary of the apprenticeship advisory board before completion of the 30th calendar day of his apprenticeship.

(2) The request must be accompanied by all documentation necessary to substantiate the quality and quantity of such training or experience.

(3) The board will review all such requests at its next regular meeting and will render a decision not later than 90 days after receipt of a request.

(4) If credit is granted the 732-day apprenticeship will be reduced by the approved number of credit days; however, in no event shall this result in establishment of a seniority date prior to the first date of actual employment with the Company.

(q) Apprentices who commenced training prior to the effective date of this Agreement will be phased into the program described in Section (c) above. All other provisions of this Agreement will apply to such apprentices. The application of Section (h) will be as described therein; however, under no circumstances will the mechanic seniority date precede the actual date of entrance into the apprenticeship program.

(r) Employees currently holding positions as electrician helpers who apply for and are accepted into apprenticeship positions will continue to accrue seniority as helper, but subject to the following:

(1) During the first apprenticeship period, the employee may return to his helper position only if he is disqualified as provided in Section (g) above. Having so returned, the employee will not thereafter be eligible for an apprentice position or for promotion to mechanic.

(2) If disqualification occurs during the 2nd through 6th apprenticeship periods, the employee may not return to a helper position. He will be considered to have forfeited all seniority as a helper and as an apprentice, and will be handled in accordance with Section (g) regarding other employment.

(3) On successful completion of apprenticeship and establishment of mechanic's seniority, all seniority rights as a helper (both previous rights and those accrued during the apprenticeship) will be in full force.

(4) A helper whose apprenticeship is interrupted in any period by reason of a force reduction may return to any helper position, in accordance with his accrued seniority, for the duration of such interruption; he must, however, return to his apprenticeship position if and when recalled. If he declines such recall, he will immediately be subject to the provisions of paragraphs 1 or 2 of this Section, whichever applies. On acceptance of a recall, he will be placed in the same apprentice period time slot occupied at time of interruption.

(s) This Agreement supersedes all previous agreements, understandings, and practices established with respect to apprenticeship programs. This Agreement becomes effective immediately and shall remain in effect until such time as it is changed or terminated in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Jamaica, New York, this 22nd day of July, 1975.

Signatures not reproduced.

(M.W.)

APPENDIX I-2A

Agreement entered into this 20th day of July, 1961, as amended by and between The Long Island Rail Road Company and Sheet Metal Workers (Maintenance of Way) and Electricians (Electric Traction), employees of The Long Island Rail Road Company represented by System Federation No. 156, AFL-CIO.

IT IS AGREED:

- (a) All regular apprentices must be high school graduates or equivalently trained.
- (b) Final interview and approval of each applicant will be made by the Chief Engineer or his representative.
- (c) There shall be established a joint general advisory committee, consisting of Engineer-Electric Traction, Supervisor-Structures or their representatives and Chief Personnel Officer and the Director of Training; the General Chairman of the Sheet Metal Workers International Association, and the General Chairman of the International Brotherhood of Electrical Workers or their representatives, for the purpose of reviewing performance reports and administering the Apprentice Training Program.
- (d) Regular apprentices will be instructed in various skills of their trade including home study courses in accordance with schedule established by management in conjunction with the General Chairman representing the craft.
- (e) Apprentices will be required to maintain passing grades. If anyone fails to do this, he may repeat, and if a second failure occurs, he will be dropped from the service of the Carrier unless satisfactory excuse is given.
- (f) A regular apprentice, upon completion of his apprenticeship, will be furnished a Certificate of Service by the Carrier and will receive the rate of the position to which he is assigned or exercise seniority. His seniority as mechanic shall date from one year prior to the date he completed his apprenticeship.
- (g) Regular apprentices will be paid in accordance with Appendix A, as amended.
- (h) A regular apprentice will perform any work done by a mechanic of the trade to which he is an apprentice, and such other work as is assigned to him in connection with his training. During his apprenticeship, he will be given training as per regular apprentice course. A regular apprentice during the first year of his apprenticeship shall not be assigned to night shifts nor be worked overtime except to finish a job on which he has been working during his regular hours.
- (i) No apprentice will be permitted to transfer to another department or position during the period of his apprenticeship.
- (j) Two apprentices will not be worked together as partners.

Signatures not reproduced.

(M.W.)

APPENDIX I-2B

February 25, 1980

Mr. J.J. Bove, General Chairman
International Brotherhood of
Electrical Workers
122-09 Liberty Avenue
Richmond Hill, NY 11419

Dear Mr. Bove:

This will confirm understanding reached today, concerning the employment of newly hired apprentices in the Lineman Cable Splicer program.

As mutually agreed, all such newly hired employees shall not be granted seniority status until such time as they qualify as lineman Cable Splicer Mechanic. Thereafter, seniority shall be established in both the helper and mechanic class, consistent with current agreements.

All of the provisions of the Lineman Cable Splicer program now in effect shall apply with equal force and effect to these newly hired employees.

Very truly yours,

/s/R. E. Peterson
Chief Personnel Officer

I CONCUR:

/s/ J. J. Bove

(M.W.)

APPENDIX I-3

Agreement of October 29, 1982, with The International Brotherhood of Electrical Workers, providing for the establishment of an apprentice training program.

It is agreed that in order to implement an Apprentice Training Program and to administer it in an effective manner, the following conditions and regulations as detailed in sections (a) through (n), and the specific program for the craft which is attached hereto as Appendix A, will govern.

(a) Electric Light and Power employees and Third Rail employees upon acceptance of the apprenticeship will be governed by the Apprentice Training Agreement in force and subject to all rules and regulations thereof.

(b) Initial selection of apprentice will come from the electrician's helper roster of the Engineering Department-Power Department by seniority. If a sufficient number of candidates fail to apply, the Carrier shall have the right to select from other areas of the company or hire from the outside.

(c) The apprenticeship term will consist of six (6) periods of one hundred twenty-two (122) compensated days each, exclusive of overtime, military reserve time and sick leave.

(d) The Carrier will be responsible for all program administration in accordance with the specified terms, provisions and requirements of this Agreement. In the course of this administration, matters of concern with regard to individual apprentices will be handled at the next scheduled meeting of the Apprentice Advisory Board.

The Apprentice Advisory Board will be comprised of the department head from the Electric Light and Power Department or, in his absence, a designated representative of each department having an active apprenticeship program, the Director of Training and the Manager of Skills Training. The General Chairman of the IBEW shall designate a representative and additional organization board members from the craft as may be required to equal the number of Carrier members. The Board will be required to act on items such as major program changes, questions regarding quality or depth of instruction, adherence to and pursuit of program principles as stated, and special cases and general progress reviews, which are typical examples but not all inclusive.

(1) All decisions of the Board will be by simple majority rule. In the event of a deadlock, the dispute will be decided through the normal appeals process.

(2) The Board Chairman shall be selected from the Carrier members and the Secretary from the Organization members.

(3) Meetings will be scheduled on a regular basis or may be called by the Chairman or Secretary for all matters pursuant to the Apprentice Program.

(e) (1) The Apprentice Program will provide the appropriate instruction and experience in all aspects of the trade as practiced by the Carrier. Formal instruction will be provided by the Carrier either on its property or at equally appropriate locations off property. All such arrangements will be made by the Carrier at no expense to the apprentice. It is the responsibility of the apprentice to attend formal instruction at a location designated by the Carrier.

(2) Apprentice classroom time will be at the prevailing straight-time rate. When required to attend classroom instruction outside assigned hours, apprentices shall be released from a regular assignment for an equivalent period of time.

(3) An apprentice who is furloughed or who is unable to perform regular duties may at no cost to the Carrier attend and thereby receive credit for classroom instruction for which he/she would normally have been scheduled.

(f) Proficiency testing:

(1) Phase I: Students will be required to pass a written test after the completion of Phase I with a minimum grade of seventy-five percent (75%) and satisfactorily complete all practical exercises on equipment and procedures covered in Phase I (as per Appendix A).

(2) Phases II & III: Except as provided for, progress of Phase I students will be evaluated at the end of each one hundred twenty-two (122) day period (as per paragraph (c) of Apprentice Agreement). Students must attain a minimum grade of seventy-five percent (75%) on a comprehensive written exam at the end of each period, and must satisfactorily complete all field and on-the-job training assignments during the same period.

(3) Students who fail to pass the comprehensive end-of-period written exam and/or field assignments will be given one opportunity to retake this written exam and/or re-demonstrate proficiency in field tasks within ten (10) days of the last day of the period.

(4) Periodic quizzes will be given throughout each period for the purposes of monitoring and counseling students on their progress.

(5) An apprentice who fails to maintain the required passing grades will be disqualified from the program. Any apprentices disqualified from the program who desire a hearing will be entitled to same upon written application within thirty (30) calendar days of termination notice. An apprentice, so terminated, holding a position on the Electricians Helper Roster, will return to an electrician's helper position. Electrician helper currently holding that position, and thereby displaced, will exercise seniority in accordance with the current agreement. Newly hired apprentices, not holding seniority as electrician helpers, who are terminated from the apprentice program, will cease

to be an employee of the LIRR. However, the Carrier may consider such employees for work for which they may be qualified, other than the Power Department.

(g) Upon completion of the apprenticeship, a certificate attesting the achievement will be issued; and the apprentice, if a helper or new hire, will be certified as a journeyman electrician and shall be placed on the seniority roster with a journeyman's date as of the first day he/she performs service as an apprentice. Newly hired apprentices shall be placed on the helpers roster in addition to the Electrician Journeymen's Roster as of the first date they perform service as an apprentice. Seniority ranking between two (2) or more newly hired apprentices who commence service on the same day will be determined by lottery. Such lottery will be witnessed by the Union. They will be placed on an open journeyman position and subsequently must bid for a bulletined position under the provisions of the Controlling Agreement.

(h) An apprentice will be assigned to work with mechanics in accordance with the training schedule. Apprentices at the same location may be paired for learning purposes only and may not be given work assignments as partners.

(i) Pay rates:

Entrance rate (new employee - 80% of basic EL&P electrician rate).

Helper - present helper rate.

Completion of 1st 12 months - 85% of basic EL&P electrician rate.

Completion of Phase II - 95% of basic EL&P electrician rate.

Completion of Phase III - 100% of basic EL&P electrician rate or third rail rate.

(j) An apprentice, once having accepted an apprenticeship position, must remain as such until:

(1) His/her apprenticeship is successfully completed;

(2) His/her rating is such that he/she is disqualified from the program;

(3) He/she is released from the program for any other reason;

(4) He/she resigns from the service of the Carrier.

No requests for transfer will be entertained during the apprenticeship period. Employees dropped from the program will be given consideration in accordance with that provided in paragraph (f).

(k) An apprentice may perform work of the trade to which he/she is an apprentice in connection with his/her training requirements. All such work will be performed under the direct supervision of a journeyman of the same craft.

(l) An apprentice may be assigned to the same hours, starting time and workweeks to which mechanics are assigned at the facility, except that apprentices, during the first two (2) periods of their apprenticeship, shall only be assigned to the first shift. However, apprentices shall not be placed on the overtime call list and will be used for overtime work only when all available mechanics on the overtime call list have been called or to complete a job on which they have been working during their regular hours when all mechanics of the gang work overtime. Vacation shall be assigned to all apprentices in seniority order consistent with training schedule. The General Chairman will be advised in advance of vacation schedules.

(m) Employees currently holding positions as electrician helpers who apply for, and are accepted into, apprenticeship positions will continue to accrue seniority as helpers, but subject to the following:

(1) During the apprenticeship period, the employee may return to his/her helper position only if he/she is disqualified as provided in section (f) above. Having so returned, the employee will not be eligible for an apprentice position or for promotion to mechanic.

(2) If disqualification of a new hire occurs during Phase I, II, or III, he/she will be dropped from the program and handled in accordance with paragraph (f) above. An electrician helper dropped during Phase I, II, or III of the program will return to his/her former position without loss of seniority.

(3) On successful completion of apprenticeship and establishment of mechanics seniority, all seniority rights as a helper (both previous rights and those accrued during the apprenticeship) will be in full force.

(4) A helper who is furloughed due to a force reduction may return to any helper's position in accordance with accrued helper's seniority for the duration of such furlough. He/she must, however, return to his/her apprenticeship position when recalled. If he/she declines a recall, he/she will be subject to the provisions of subparagraph (1) or (2) of this paragraph, whichever is applicable. Upon recall, he/she will be placed in the same apprentice slot occupied at the time of furlough.

(5) Newly hired apprentices in the Electric Light & Power/Third Rail Program shall not be granted seniority status until such time as they qualify as electricians. Thereafter, seniority shall be established in both the helper and mechanic class.

(n) (1) Apprentice Seniority - Apprentices who hold seniority in other electrician classes will retain and accumulate that seniority during their training period. Apprentices will establish limited seniority, as such, as of the first day worked as an apprentice. This seniority will be utilized only for the purposes of vacation selection, reduction in force, and for choice of working hours and rest days when more than one apprentice is in training at the same location.

(2) This Agreement supersedes all previous agreements, understandings, and practices established with respect to engineering Department-Electric Light & Power/Third Rail Apprenticeship Programs. This Agreement becomes effective immediately and shall remain in effect until such time as it is changed or terminated in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Jamaica, New York, this 29th day of October, 1982.

Signatures and Appendix not reproduced.

APPENDIX I-4

September 18, 1969

Mr. A.F. D'Avanzo, Gen'l. Chairman
Bro. Railway Carmen of America
90-24 Sutphin Blvd.
Jamaica, New York 11435

Mr. J.P. Gallagher, Gen'l. Chairman
Intl. Bro. of Electrical Workers
147-14 Archer Avenue
Jamaica, New York 11435

Gentlemen:

This will confirm the understanding reached in conference this date, that the Carrier and the Organizations will jointly implement the Metropolitan (M-1) car training program developed by the Budd Company for the purpose of improving the skills of Long Island Rail Road employees responsible for the maintenance and repair of the Metropolitan (M-1) cars so that they can adequately meet the demands placed on them by the introduction of this equipment.

As stated in conference, the Budd Company program provides an average of 100 hours of instruction for the above-mentioned employees, covering basic fundamentals and all car systems within the framework of the guidelines and administrative procedures attached hereto.

All present employees, while actively participating in the training program, will be compensated at the straight time rate of pay for all sessions they attend outside normal work hours.

Training sessions will commence on or about October 27, 1969, and employees will be scheduled for attendance as outlined in the administrative procedures.

It is also understood that without prejudice to the position or rights of the parties, that no claims will be progressed account the Carrier returning to the Budd Company for repairs those 94 M-1 cars which had heretofore been accepted for service by the Carrier. The Carrier will, of course, provide you the car number of such cars as are returned to the Budd Company, and once such originally acceptable 94 cars have been repaired and returned to the Carrier from the Budd Company, any further maintenance and repairs to such cars shall thereafter be handled as under present agreements.

If you concur with the above please signify by signing your name in the space provided below.

Very truly yours,

/s/ W. C. Gage
Manager - Maintenance of Equipment

I CONCUR:

/s/ A. F. D'Avanzo, Gen'l. Chairman
Bro. Railway Carmen of America

/s/ J. P. Gallagher, Gen'l. Chairman
Intl. Bro. of Electrical Workers

/s/ Walter L. Schlager, President
The Long Island Rail Road Company

**ADMINISTRATIVE PROCEDURES FOR THE
M-1 TRAINING COURSE**

1. The course will be taken on a voluntary basis.
2. (a) Employees who refuse to take the M-1 training course in its entirety will be required to take the ability review course as outlined in the training agreement.
(b) Employees who do not take the M-1 training course or pass the ability review course will not be awarded an advertised position applicable to the M-1 equipment.
3. In order to insure progress of those attending class and the instructor to use as a guide to see if the course is getting results, we are agreeable to multiple choice type of question and answer sheets being supplied for results; such answer sheets to contain no identification of submission.
4. All training material needed for the course shall be furnished those attending, at no cost.
5. (a) The training sessions shall consist of three (3) hour time periods.
(b) Sessions attended shall be held only on employee's regular workday, either before or after his regular tour of duty except those employees who volunteer to attend classes on their relief day. Employees attending the course shall be paid time rate as outlined in letter of understanding dated September 18, 1969.
6. Employees assigned to take the course shall be selected by order of seniority and availability.

APPENDIX I-5

October 17, 1979

Mr. J. J. Bove, General Chairman
Int'l. Bro. of Electrical Workers
122-09 Liberty Avenue
Richmond Hill, New York 11419

Dear Mr. Bove:

Over the past few years, the Carrier has been attempting to provide career opportunities for its current employees by soliciting applications for certain job openings. The Carrier has developed, with the cooperation of the affected union, career opportunities in the Block Operator and Engine Service crafts.

Despite efforts to minimize them, certain risks remain which employees taking advantage of these opportunities must face. If not corrected, these risks could serve to eventually undermine the success of the programs by adversely affecting the willingness of interested employees to participate.

The problems relate to continuity of accrued benefits and retention of seniority during that period of the program identified as a probationary period. For instance, the Block Operator Training Program requires candidates to undergo a five-week classroom training program related to the Book of Rules, after which those who qualify begin a sixty-day probationary period before the Union Shop Agreement with B.R.A.C. applies.

During this 95-day period, these employees are subject to interruption of their health and welfare protection and the ability to return to their former positions, if the union representing them ceases to do so on their acceptance into the Block Operator Training Program. Similarly, employees entering the Engineer Trainee Program incur these risks for the first sixty days before becoming B.L.E. members.

It is the Carrier's desire, with the cooperation of the union involved, to provide for continuity of benefits to any employee entering into such programs. Such employees can be accorded the protections they have accrued relative to past service if your Organization is agreeable to regard them as continuing in an active employee status until such time as they attain the coverage and protection of the new Organizations in which they will then be performing service; that is, 95 days in the Block Operator Training Program and 60 days in the Engine Service Training Program.

It is understood that during these periods, Carrier will offset your costs by continuing to provide the same benefit payments as for other active employees in your Organization.

In brief, during the above-identified periods, employees entering career opportunity programs will continue to be considered as active employees in the craft and class from which they are moving; and they will remain on the roster of such active employees until such time as they are accepted in the class and craft and subject to the Union Shop Agreement of the applicable unions. Associated benefits costs will be borne by the Carrier.

In the event you have any comment or wish to further discuss the above proposal, please feel free to contact my office.

If you are agreeable to the above proposal, will you please sign on the line provided, returning the original for our file.

Very truly yours,

/s/ R. E. Peterson
Chief Personnel Officer

I Concur:

/s/ J. J. Bove
General Chairman

APPENDIX I-6

**AGREEMENT BETWEEN THE IBEW AND THE LONG ISLAND RAIL ROAD
RE
TRAINING OF EMPLOYEES ON C-3 DIESEL HAULED COACHES
AND
DE-30 AND DM-30 LOCOMOTIVES**

This will confirm our understanding reached this date concerning the training of M of E Electrician employees on the new fleet referenced above in order to provide the skills to LIRR employees responsible for the maintenance and repair of the C-3 coaches, the DE-30 and DM-30 locomotives so that they can adequately meet the demands placed on them by the introduction of this new equipment.

Outside vendors and the LIRR Training Department shall provide the training for employees covering basic fundamentals and all car and locomotive systems in accordance with the June 3, 1997 Jurisdiction of Work Award and in accordance with the following:

1. All employees participating in the training program will be compensated at the straight time rate of pay for all sessions they are assigned outside normal work hours. However, it is the union's position that the training time should be paid at the time and one half overtime rate. The employees shall nevertheless attend training classes at the straight time rate of pay and the organization will bring the dispute to arbitration for resolution. The parties agree that this issue shall be handled as one claim to be filed with the Director of Labor Relations.
2. Training sessions shall normally consist of four (4) hours either before or after the employee's normal tour of duty. Each employee shall be entitled to a meal allowance as required by the Collective Bargaining Agreement.
3. Employees currently holding positions in diesel territory must attend the training and shall be scheduled to attend the training first. Exceptions to this may be made by mutual agreement in cases of retirement, prolonged illness, etc. Employee assignments to training classes shall be made by management and the union representative designated by the Organization. Assignments to the training classes among the crafts shall be made based on the ratio of the current diesel territory staffing by craft and shift and location.

Example:

- Current staffing day shift in diesel territory
- 17 Car Repairmen
- 11 Electricians
- 4 Machinists
- 1 Sheet Metal Worker
- 3Gang Foremen
- 35 Craft Employees

- Class size: 20 students

Based on the ratio among the day shift crafts, ten Carmen, six Electricians, two Machinists, one Sheet Metal worker and one Gang Foreman shall be assigned. The ratio shall be used until all diesel territory employees have been assigned to all training classes. During the initial offering of training, should employees from outside diesel territory express an interest in attending the training, management and the designated union representative shall schedule such employee for training as soon as possible, space permitting.

Once all diesel territory employees have been trained, the Carrier shall train all other non-diesel territory employees in seniority order and availability. Exceptions to this may be made by mutual agreement in cases of retirement, prolonged illness, etc. Assignment of non-diesel territory employees among the crafts shall be on a one for one basis, i.e., one Car Repairman, one Electrician, one Machinist, etc.

4. All non-diesel territory employees who decline this training shall be offered another training opportunity based upon class availability or when he/she bids into diesel territory. The Carrier shall determine the scheduling and the content of this training based on the employees' skills and experience.
5. The qualifications of diesel territory employees shall not be changed as a result of this agreement.

Employees who successfully bid into diesel territory subsequent to this agreement shall be awarded such bid and be given the new fleet training thereafter as described in paragraph 4 above.

6. All training material required by the course shall be provided by the Carrier or subcontractor at no cost to the employee.

7. In order to ensure progress of those attending the training classes and so that the instructor may assess the teaching material or method, a multiple-choice question and answer sheet may be completed by employees. Such answer sheets shall not contain employee identification.

8. All time paid spent in this new fleet training shall not be counted as overtime hours for the purpose of determining low man for overtime work.

9. The Carrier agrees to offer new fleet training to all craft employees in accordance with the Work Jurisdiction Award of June 3, 1997. After the vendor provided training is completed, this training commitment shall continue to be adhered to by the Carrier's use of its own training personnel.

Signed on the date first shown above, March 27, 1998, at Jamaica, New York.

FOR THE ORGANIZATION

/s/
Robert J. Snizek
General Chairman, IBEW

/s/
Carmine Maida
Local Chairman

Harry Schrader

FOR THE LONG ISLAND RAIL ROAD

/s/
Thomas F. Prendergast
President

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

APPENDIX I-7

SC T-18e.19

Agreement of September 29, 1994 Between The Long Island Rail Road Company
and the International Brotherhood of Electrical Workers
to Establish a Training Program for Substation Maintainers.

Primary Purpose:

To provide a means by which current International Brotherhood of Electrical Workers (IBEW) represented employees holding or assigned to positions in the Engineering Department may become qualified for Substation Maintainer positions.

Conditions, Regulations, Curriculum:

To implement this Program and administer it in an effective manner, the following conditions and regulations, as detailed in Sections "A" through "O" below, and the specific Program Curriculum, attached hereto as Appendix "A," (not attached for purposes of this Rulebook) will govern.

A) When it is determined by the Carrier that a need exists for additional Substation Electricians Maintainers, all M of W electricians in the Engineering Department will be solicited for the Training Program for Substation Maintainers by means of a posted notice.

This notice will include but may not be limited to the following:

1. Number of positions to be filled.
2. Duration of the Program.
3. Rates of pay, seniority and benefit status consistent with the controlling agreement and as set out herein.

Selection of Trainee(s):

B) Selection of trainee(s) will be by seniority utilizing the IBEW Helper Roster of the Engineering Department.

C) The Carrier shall post the notice referenced in paragraph A above in the Maintenance of Equipment (ME) Department only when the need referenced to above is not satisfied from the M of W Department.

1. Selection of trainee(s) will be by seniority utilizing the IBEW Helper Roster of the ME Department.
2. If the need still remains unsatisfied, the Carrier shall have the right to solicit company wide or hire from the outside.

D) The Training Program will be established by the Carrier as defined herein.

1. It will be 120 compensated days, exclusive of overtime, military reserve time and sick leave.
2. The program curriculum will be established by the Carrier as defined herein and Appendix "A."

E) The Carrier will be responsible for all Program administration in accordance with the specified terms, provisions and requirements of this agreement.

F) Matters of concern with regard to individual trainees will be handled with the designated local IBEW representative and the designated local Carrier representative.

G) It is recognized that some matters will require attention beyond that provided under paragraph F above.

1. To handle such matters, there shall be established a Training Advisory Board (TAB).
2. The TAB will be comprised of Chief Engineer, Director of Training, Business Manager, local representative or their respective designees.

Should the Carrier wish to increase its representation on the TAB, the Business Manager of the IBEW shall designate additional members to equal the number of Carrier members.

3. During and at the conclusion of the Pilot Program, the TAB may make recommendations to the parties on such items as Program changes, questions regarding quality or depth of instruction, adherence to and pursuit of Program principles as stated herein, special cases and general progress reviews. These are examples and not all inclusive.

4. All decisions of the TAB will be by simple majority rule.

5. The TAB Chairman shall be selected from the Carrier members and the Secretary from the Organization members.

6. Meetings will be scheduled as needed or called by the Chairman or Secretary for matters pursuant to the Training Program.

H) The Training Program will provide appropriate instruction and experience in all aspects of the Maintainer's position as is practiced on this Carrier and as set out in Appendix "A" attached hereto. Formal instruction will be provided by the Carrier on its property or at equally appropriate locations off property. All such arrangements will be made by the Carrier at no expense to the trainee.

1. Trainee classroom time will be at the prevailing straight time rate. If required to attend classroom instruction outside assigned hours, trainees shall be released from a regular assignment for an equivalent period of time.

2. A trainee who is furloughed or who is unable to perform regular duties may, at no cost to the Carrier, attend classroom instruction for which he/she would normally have been scheduled and receive credit.

I) Proficiency Testing:

1. Trainees will be tested periodically, as set out in Appendix "A," and must achieve a minimum grade of seventy percent (70%) on each respective block examination and must satisfactorily complete all field on-the-job training assignments.

2. Trainees who fail to pass a periodic examination or complete a field assignment will be given one opportunity to retake this examination or complete the field assignment within ten (10) days of the scheduled examination or field assignment.

The Carrier shall arrange for the reexamination and/or the repeat field assignment within the required period.

3. In the last week of the Program, the trainees will be given a comprehensive examination and must achieve a minimum grade of seventy percent (70%).

4. Trainees who fail to pass this examination will be given one opportunity to retake it within ten (10) days of the failed examination.

The Carrier shall arrange for the reexamination within the required period.

5. Trainees who fail to meet the requirements set forth in paragraphs 1-4 above will be disqualified from the Program. Any trainee(s) disqualified from the Program who desires a review will be entitled to an informal review upon written application within ten (10) calendar days of termination notice, to the Chairman of the TAB. The TAB will make recommendations to the parties consistent with paragraph G above.

6. A trainee so terminated holding a position on an IBEW Electricians' Seniority Roster will return to their former position unless it has been abolished or awarded to a senior employee, or promptly exercise displacement rights to a position for which they are qualified. Other employees thus displaced shall exercise seniority in like manner. The terminated employee, as well as other employees displaced, must exercise their rights within five (5) days.

7. A trainee so terminated who was employed by the Carrier when accepted into the Training Program will, if holding a position on another organization' roster, return to that craft, consistent with the provisions of that craft's bargaining agreement.

8. Newly hired trainee(s) so terminated and who do not hold a position on any organization's seniority roster will cease to be an employee of the Carrier. However, the Carrier may consider such employee(s) for other work which they may be qualified in other than the Power Department.

J) Upon satisfactory completion of the Program, the Carrier will issue a certificate attesting to the achievement.

K) Seniority as a mechanic on the Electricians' Substation Roster will be backdated 120 days but under no circumstances will this date be prior to the date of first compensated service as a trainee.

1. The trainee will then be assigned to any open mechanic's position in seniority order and subsequently must bid for all bulletined mechanic's positions in the Substation Department.

2. Trainees who elect not to comply with paragraph K(1) above will forfeit their seniority date as a mechanic and will establish same when so awarded a mechanic's position, consistent with Rule 11A, Seniority, Date of MW.

3. Seniority ranking between two (2) or more trainees who enter the Training Program on the same day will be determined by a lottery with the local representative making the selection in the presence of a management representative.

4. Employees currently holding helper's seniority who are accepted into the Training Program will continue to accrue seniority as a helper and upon successful completion of the Program will establish a helper seniority date on the Substation Roster identical to their ME or Engineering Department helper seniority roster date.

5. Trainees, other than those described in paragraph K(4) above, shall establish a helper seniority date and rank on the Substation Roster identical to their mechanic date and ranking previously provided for above.

6. Trainees who hold seniority in other electrician classes will retain and continue to accrue that seniority during their training period. However, once the trainee establishes seniority as a mechanic and helper on the Substation Roster, he/she will forfeit seniority in those classes.

7. At the onset of the Program, trainees will establish limited seniority on a roster (which will exist for the duration of each respective Training Program only) consistent with their respective service date in the following order.

- I) IBEW member employees.
- II) Other organization member employees.
- III) Newly hired employees.

Seniority ranking between (2) or more trainees with the same service date will be determined as described in paragraph K(3) above.

The seniority described in paragraph K(7) will be utilized only for purposes of vacation selection, reduction in force and initial choice of training hours and headquarter's assignment. An employee's name shall be deleted from this roster when the employee's participation in the training Program ceases.

L) Pay rates for employees accepted into this Program will be consistent with Rule 67, Rates of Pay, Differentials, Payroll Data, of the controlling agreement. The positions established herein are to be considered promotions within the craft for purposes of determining the appropriate rate of pay for each trainee.

M) A trainee holding seniority in an electrician classification, i.e., EL&P or ME, etc., whose training is interrupted in any period by reason of a force reduction may return to that Electrician classification and exercise displacement rights consistent with the controlling agreement for the duration of such interruption; he/she must, however, return to their training position if and when recalled. On acceptance of a recall, he/she will be placed in the same trainee period time slot occupied at the time of interruption. If recall is declined, the employee will thereafter not be eligible for the Training Program until a second (2nd) posting of same.

N) No requests for transfer will be entertained during the Training Program.

1. A trainee will be assigned to work with mechanics in accordance with the training schedule set forth in Appendix "A."

2. Trainees at the same location may be paired for learning purposes, however, they may not be given work assignments without being under the direct supervision of a mechanic.

3. A trainee, during the period of training, may not be assigned to night shifts, except as provided in paragraph K(7) cited above, with regard to training hours.

4. A trainee shall not be placed on the overtime list or used for overtime work except when all available mechanics on the overtime list have been called or asked to complete a job on which they have been working during their regular hours when all mechanics of that gang have been asked to work overtime.

This agreement becomes effective immediately, however, it is realized that lead time will be needed to solicit potential applicants. In consideration of this process, the 120 compensated days alluded to in Item D(1) will commence on the first day this Program actually commences.

O) In the event the provisions of this agreement shall be conflict with the provisions of the basic collective bargaining agreement, then such conflict shall be resolved in favor of this agreement.

It is understood that this 120 compensated days Sub Station Training Program is a Pilot Program.

Signed at Jamaica, New York, this 29th day of September, 1994.

CARRIER: _____ /s/ _____

Ernest L. Garb
Vice President-Labor Relations (LIRR)

ORGANIZATION: _____ /s/ _____

John A. Caggiano
Business Manager (IBEW)

**Agreement between the Long Island Rail Road and the IBEW regarding Mechanic Training and Qualifications
in accordance with CFR 238.109
December 17, 2001**

In order to comply with the impending Federal rules regarding Mechanic training and qualification, the following agreement is made to be effective on the date shown above.

1. Mechanic Job Descriptions

Add the following language to Mechanic job descriptions:

"In addition to all other mechanic duties, a mechanic must be qualified to perform all safety related inspections, tests and maintenance of all passenger equipment as required by CFR 238.109."

2. Qualification and Testing of Current Position

- a. Prior to January 1, 2002, all mechanics holding a position requiring CFR 238.109 qualifications shall be trained and tested for the current job he/she holds in accordance with this agreement. Except for retraining and retesting under paragraph 2(c) below, such training and testing shall be compensated for at the straight time rate of pay and at no cost to the employee. Training course content and the schedule and manner of providing the training and the modules required for each job shall be determined by the Carrier in accordance with the requirements of CFR 238.109.
- b. All mechanics must successfully complete the training and pass the test given. Initially, the test shall be scored on the basis of 70% practical and 30% written with a passing grade of 80% and may be subsequently changed by the Carrier. The Organization may provide input prior to the changes being implemented. The test shall be developed by the Carrier in accordance with the requirements of CFR 238.109.
- c. One retest shall be given upon the failure of any test with re-training in areas found deficient made available to the employee prior to such retesting. Such retraining and retesting shall not be compensated by the Carrier. The period allowed for such retest shall vary in accordance with the nature of training and course content involved, however, in no event shall such retest be rescheduled less than fifteen (15) days following such failure nor more than twenty (20) days thereafter.
- d. Should a mechanic be unable to qualify for his current position nor be qualified for a previous mechanic position within the craft, the employee may exercise his/her seniority rights to a helper position. Such employee's years of service shall count toward the helper new hire wage scale.
- e. Mechanics who are initially qualified must attend refresher training as well as testing at intervals not to exceed three (3) years. Such training and testing shall be developed by the Carrier with input from the Organization in accordance with the requirements of CFR 238.109. A mechanic who is qualified as a QMP on more than one type of equipment must attend refresher training and be tested on all types of equipment on which he/she is qualified. The provisions of paragraphs 2(a), (b), (c) and (d) shall apply to refresher training as well.

3. Qualification and Testing When Bidding/Bumping a New Position

- a. Effective with the signing of this agreement and in accordance with Appendix A, a mechanic may attend his/her craft Training Modules on a space available basis, other than those modules required for his/her present position so that he/she may become qualified to bid other positions within his/her craft. The available Training Modules are listed on Attachment "A." Those modules are the only modules available during 2002 for mechanics to attend on a paid basis. Training Modules available other than those listed in Appendix A shall be attended on a non-paid basis.

Should a mechanic choose to attend such Training Modules as outlined in Appendix A, he/she shall be subject to the following:

1. The mechanic shall be paid at the straight time rate of pay for each training and testing day.

2. The mechanic shall attend the Training Module on other than his/her scheduled work shift.
3. Once tested and qualified, a mechanic may bid any craft position for which qualified. Once so qualified, a mechanic must maintain such qualification.
4. Should a mechanic fail the training and testing, he/she shall remain in his/her current position as long as he/she remains qualified for such position.

It is the Union's position that training on other than an employee's normal work shift should be paid at the time and one half overtime rate. The employee who chooses to attend such training class shall nevertheless be paid at the straight time rate of pay, and the Union may bring the dispute to arbitration for resolution. The parties agree that this issue shall be handled as one claim to be filed with the Director of Labor Relations.

- b. Effective January 1, 2002, a mechanic who wishes to bid another position for which he/she is not trained and tested in accordance with federal regulations must successfully complete such training and testing prior to bidding or bumping such position.
- c. The Carrier shall, on a bi-monthly basis, make the necessary training and testing available at no cost to the employee. An employee who wishes to attend such training shall do so on other than his/her normal shift and shall not be paid for such training and testing.
- d. Mechanics who successfully complete the training and testing in accordance with the federal regulations shall be entitled to bid for and be awarded his/her bid in seniority order among those trained and tested.
- e. Once a mechanic is qualified, any required refresher training shall be provided by the Carrier, and the employee shall be paid at the straight time rate of pay. Refresher retests and failures shall be handled in accordance with paragraphs 2(c) and (d) above.

4. **Qualification and Testing Records**

The Carrier shall be responsible to keep all qualification and testing records in accordance with federal rules. Mechanics who successfully complete all training and testing (both MU and Diesel) shall be designated as a Qualified Maintenance Person – A. A mechanic who successfully completes training and testing of all MU Modules shall be designated as a Qualified Maintenance Person – B. A mechanic who successfully completes training and testing on all Diesel Modules shall be designated as a Qualified Maintenance Person – C. A mechanic or his designated union representative may view qualification and testing records upon request of the M of E Department.

5. **Mechanics Hired Subsequent to this Agreement**

- a. Mechanics hired after January 1, 2002, will be trained and tested for all CFR 238.109 modules during their probationary period. Such training and testing will be compensated at the straight time rate of pay and at no cost to the employee. To the extent possible, new hire mechanics will be scheduled for training and testing on their normal tour of duty. New hire mechanics will be provided this training as soon as practical and until qualified, will be prohibited from bidding any position in the craft requiring qualifications under CFR 238.109.
- b. Mechanics hired subsequent to January 1, 2002, who do not successfully qualify or maintain qualifications in accordance with the federal rules shall be handled in accordance with the collective bargaining agreement, and not be given any special considerations for alternate employment.

For the IBEW:

/s/ Thomas F. Leibold
General Chairman

/s/ Edward J. Czarnecki, Jr.
Vice President

/s/ Carmine Maida
Lead Local Chairman -HMC

For the LIRR:

/s/Kenneth J. Bauer
President

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

/s/ G.M. Moran
Dir.-Labor Relations

ATTACHMENT A

**Training classes for Non-Incumbent Electrician Training
January 1 – June 30, 2002**

The Carrier shall make available to Electricians who wish to attend Non-Incumbent Training the following number of seats from January 2, 2002 to June 30, 2002:

77 Seats	Module #1 Introduction
77 Seats	Module #2 Movement of Defective Equipment
105 Seats	Module #3 Passenger Coach Daily Inspection
105 Seats	Module #4 Push Pull Brake Test
120 Seats	Module #5 Single Car Brake Test
105 Seats	Module #6 Passenger Coach Periodic Inspection
121 Seats	Module #7 MU Daily Inspection
121 Seats	Module #8 MU Brake Test

The above number of seats shall be offered to Electricians who request such training in seniority order. Employees who attend the above training modules shall do so on other than their normal tour of duty and shall be paid at their straight time rate of pay. If an employee is unable or unwilling to attend the carrier scheduled training sessions, there shall be no further commitment on the part of the carrier.

APPENDIX I-9

SC T-18e.23

April 29, 2002

Mr. Thomas Leibold, General Chairman
Int'l Brotherhood of Electrical Workers
20 Jerusalem Avenue – Suite 204
Hicksville, NY 11801

Dear Mr. Leibold:

This will confirm our agreement to modify the Car Mover Training Program as outlined in the attached Appendix.

This modification shall be effective on your signing in the space provided below and shall be followed when training electricians to be Car Movers.

If this letter and the attached Appendix correctly reflect our understanding, please sign in the space provided below.

Very truly yours,

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

/s/ T. Petterson, Manager
M of E Training

I Concur:

/s/ Thomas Leibold, General Chairman
Int'l Brotherhood of Electrical Workers

Attachment

cc: M. Chirillo, S.M. Drayzen, D. Mass, M. Ryder

ATTACHMENT

NEW CAR MOVERS PRESENTATION OUTLINE

Day 1 & 2 in classroom:

Using PowerPoint Presentation:

1. Review LIRR criteria for Car Mover Certification
2. Review Safety importance being a Car Mover
3. Review Blue Flag Rule – CFR-49 part 218
4. Car Movers Rules and Regulations (238 compliance)
5. Types of Communications and Signals
6. Normalization of equipment before moving (“Special”)
7. Explanation of Track Mobile
8. Training Department Written Exam

(All three-year re-qualifications will end at this point.)

(All new qualifications will continue with three additional Hands-on classes, if participants successfully pass the written exam on Day-2.)

Day 3,4, & 5 field training (hands-on)

1. Simulator training
2. In-shop training – Walking yard tracks, Throwing switches, Walking cars, “Bugging out” cars, etc.
3. Operation of Track Mobile(s)
4. Actual moving of cars (in/out of shops, out in yard, wheel truer, etc.)

**AGREEMENT BETWEEN THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AND
THE LONG ISLAND RAIL ROAD COMPANY
RE
TRAINING OF EMPLOYEES ON M-7 MULTIPLE UNIT EQUIPMENT**

This will confirm our understanding reached this date concerning the training of International Brotherhood of Electrical Workers represented Electricians on the M-7 fleet in order to provide the skills to LIRR employees responsible for the maintenance, inspection, and repair of the M-7 Multiple Unit Locomotives (MU).

For the purpose of this agreement, "employee" shall mean "electrician craft employees."

It is anticipated that the M-7 fleet will be phased into revenue service beginning in the third quarter of 2002 and be maintained in Carrier M/U yards and facilities, however, initially P.I. work shall be accomplished at the Hillside Maintenance Complex during the first shift.

Outside vendors and the LIRR Training Department shall provide the training for employees covering basic fundamentals and all systems, in accordance with the April 19, 2002, Jurisdiction of Work Award.

Furthermore, it is understood that the CFR-238 Training Agreement signed by your Organization will be applied to this training in addition to the following:

Employees shall be scheduled for M-7 training in two stages. The first stage shall be the Basic M-7 Training Program and the second state shall be the Advanced M-7 Training Program.

1. The Basic M-7 Training Program

- a. Beginning in the second quarter 2002, all employees in M/U territory and M/U shops (WSS & HMC Car Shop) shall be scheduled for and must attend the Basic M-7 training program.
- b. The Basic M-7 program shall consist of CFR required instruction, depending on the amount of modules required for his/her current position, and will be scheduled on the employee's schedule shift to the extent possible.
- c. All employees must successfully complete the training and pass the test given. Initially, the test shall be scored on the basis of 70% practical and 30% written with a passing grade of 80% and may be subsequently changed by the Carrier.
- d. One retest shall be given to an employee who fails a test. Such retest may be taken at the trainee's request, but not later than 20 days following the failure. Failure of the retest shall be handled in accordance with the Collective Bargaining Agreement.
- e. Employees currently holding positions, or employees who bid into positions in M/U yards and in the HSF Periodic Inspection Gang, shall be trained and tested first. Thereafter, all employees in M/U territory and M/U shops shall be trained and tested in their work locations as the M-7 equipment is assigned to that location. Assignment to training at the location shall be based on seniority and availability of the employee.
- f. Employees who bid or bump to a location which has M-7 equipment assigned will be awarded the bid or bump subject to seniority, and scheduled for Basic M-7 training as soon as practical, except as outlined in paragraph 5 below.
- g. Once an employee has successfully completed Basic M-7 training, he/she shall be considered as a QMP on the M-7 equipment under CFR 238-109.

2. The Advanced M-7 Training Program

- a. Beginning in 2003, all employees in M/U territory and M/U shops (WSS & HMC Car Shop) shall be scheduled for and must attend the Advanced M-7 training program after completion of the Basic M-7 training program.
 - b. The Advanced M-7 training program shall consist of modules required for his/her current position and will be scheduled before or after the employee's regular shift and paid at the straight time rate of pay. Classes before or after an employee's shift will be for a 4-hour duration.
 - c. Employees must take a test for each module to test employee proficiency and the effectiveness of the training course.
 - d. Employees who bid or bump to a location which has M-7 equipment assigned will be awarded the bid or bump, subject to seniority and scheduled for advanced M-7 training as soon as practical, except as outlined in paragraph 5 below.
 - e. It is the Union's position that the training time, if other than the employee's regular shift, should be paid at the time and one-half overtime rate. The employees shall nevertheless attend training at the straight time rate of pay, and the Organization may bring the dispute to arbitration for resolution. The parties agree that this issue shall be handled as one claim to be filed with the Director – Labor Relations.
3. When employees are scheduled for training at a location other than their bid location, the employees shall be provided with one hour of travel time (straight time) each way.
4. Starting in the fourth quarter of 2002 and until January 1, 2005, all other employees in Support Shops, Maintenance, and Diesel Territory shall be offered Basic and Advanced M-7 training before or after their shift and paid at straight time rate of pay. Such employees who fail such training shall not be offered training again, unless the employee bids or bumps into a position requiring M-7 qualification. After January 1, 2005, an employee in a support shop or diesel territory who requests M-7 training shall be scheduled for such training uncompensated as a Job Related Education class based on seniority and availability. Effective January 1, 2005, the Carrier shall, on a bi-monthly basis, make the necessary training and testing available at no cost to the employee. An employee who wishes to attend such training shall do so on other than his/her normal shift and shall not be paid for such training and testing.
5. Effective January 1, 2005, all employees will be required to be Basic M-7 qualified before bidding or bumping to a job that requires M-7 qualification. Further, effective January 1, 2005, all locations where M-7 equipment is inspected, maintained or repaired at a M/U yard or shop shall have all new or vacant positions posted with the following new qualifications added to the existing qualification of the position:
- "Must have attended the M-7 Basic Training Program and be qualified to interpret, inspect, maintain and repair the equipment's mechanical and electrical systems. Must be qualified to utilize all the required tools and equipment. Must be familiar with utilizing a computer to diagnose and record mechanical and electrical system inspection, repairs and maintenance. Must perform all other duties considered electrician's work."
6. Should the Basic M-7 Training not commence in June 2002, then the January 1, 2005 date referenced in this agreement shall be moved back on a month-for-month basis identical to the number of months that the Basic M-7 training is delayed.
7. New hires shall receive Basic and Advanced M-7 training during their initial training.

For the IBEW:

/s/ Thomas Leibold
General Chairman

/s/ Carmine Maida
Lead Local Chairman

For the LIRR:

/s/Kenneth J. Bauer
President

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

M-7 TRAINING

Basic Training CFR-238 Topics

- Introduction and Familiarization
- Introduction to Monitoring Systems
 - Brakes
- Class 1/1A/2 Brake Tests
 - Doors
 - Toilets
 - HVAC
- Daily Inspection
- ATC/ERU/Pre-Departure Test

Advanced Training Topics

- Interior and Exterior Appointments
 - Main and Auxiliary Power
 - Friction Brakes
 - Toilet System
 - Truck/Coupler/Draft Gears
 - Doors
 - HVAC
- Propulsion and Dynamic Brakes
 - Communications
- Monitoring and Diagnostics
 - Cab Signal and ATC

APPENDIX I-11

SC A-7.207

July 24, 2002

Mr. Thomas Leibold, General Chairman
Int'l Brotherhood of Electrical Workers
20 Jerusalem Avenue – Suite 204
Hicksville, NY 11801

Re: Track Car Pilot – IBEW Represented Employees

Dear Mr. Leibold:

This is to confirm our agreement regarding the use of IBEW represented employees as Track Car Pilots.

Effective with the signing of this letter agreement, when a IBEW represented employee who is qualified or becomes qualified as a Track Car Pilot, said employee shall be compensated at the rate of \$1.00 per hour in addition to their contractual hourly rate of pay. It is understood that the Track Car Pilot skill differential shall be subject to and adjusted by subsequent general wage increases.

The Carrier shall provide the required Track Car Pilot training for IBEW represented employees who request to be qualified based on seniority, however, the Carrier shall determine the number of Track Car Pilots to be trained based upon the needs of the service. Once qualified, an IBEW represented employee must operate as a Track Car Pilot when required. Once qualified as a Track Car Pilot, the employee must maintain such qualification for a three-year period. If after the three-year period the employee lets his qualification laps, he will no longer receive the \$1.00 per hour differential.

For this Track Car Pilot training only, the parties agree to waive the headquarters rule so that employees may report to the training locations other than their headquarters without travel time or additional compensation.

Attached are the administrative procedures and the training outline for this agreement. Employees will continue to be given the five question pre-test.

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

Very truly yours,

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

I Concur:

/s/ Thomas Leibold, General Chairman
Int'l Brotherhood of Electrical Workers

cc: D.C. George, S.M. Drayzen, B.J. Finn, R. Puciloski, G.M. Moran

APPENDIX I-12

September 27, 2005

Mr. Edward J. Czarnecki, General Chairman
International Brotherhood of Electrical Workers
20 Jerusalem Avenue – Suite 204
Hicksville, NY 11801

Re: Training Agreement

Dear Mr. Czarnecki:

The following terms and conditions, agreed to between the Long Island Rail Road (“LIRR”) and the International Brotherhood of Electrical Workers (“IBEW”), establish a new hire Electrician Training Program for new hires and transferring employees, and training for non-qualified Road Car Electricians (“RCEs”).

The main purpose of these programs is to address federal training requirements, safety, and the new technology required to diagnose, maintain, repair, and modify rolling stock.

I. New Hire/Transferee Training

New hire/transferee Electrician training in the Maintenance of Equipment Department (“M of E”) shall be increased from approximately seventy-five (75) days to approximately six (6) months and consist of the following:

- A. Effective with the signing of this Agreement, all new hire/transferee Electricians will be hired as Electrician Trainees and required to attend the new hire Electrician Training Program. (All references herein to the training of new hires shall also mean to include transferees, unless expressly stated otherwise). No Electrician Trainee will be permitted to bid an Electrician position until they have attended and successfully completed the training program. Electrician Trainees will be prohibited from exercising seniority to bid or bump an Electrician Helper position, should one be available. The Carrier will be prohibited from placing a trainee on an open Electrician or Helper position until the trainee successfully completes the training program, except as outlined in paragraph-G below.
- B. The training program will consist of both classroom and field training assignments. While assigned to the training program, trainees will be required to work as assigned by the Carrier. Tours of duty, relief days, classroom or field training scheduling will be at the sole discretion of the Carrier. It is anticipated that the initial program will consist of the following subjects:

New employee orientation, Introduction to the LIRR, Departmental rules, Special tools, Hillside transition, Lock-out/tag-out, Hi-lo certification, Blue flag law/CT-290, Confined space training, CPR/AED, Aerial manlifts, Respirators, Meters, Power electronics, Shop orientation, M3 propulsion, M3 inverter, M3 doors, M3 HVAC, ATC, Computers, C-3 coaches, DE/DM, M-7 basic and advanced, Car moving (classroom portion), APTA CFR-238.
- C. The Carrier will develop the training program with input from the Organization. The Carrier shall have sole discretion to make final determinations regarding the length and content of each course, the testing requirements and the scheduling of employees. The Carrier reserves its right, as it may deem necessary from time to time, to amend, change, add or delete all or part of the training program.
- D. For the purpose of instructing trainees, all qualified Electrician Mechanics are required to assist in the instruction of trainees. For the purpose of instructing and evaluating trainees, the Carrier may also assign a Training Specialist, Gang Foreman, or Manager.
- E. When assigned to the field-training portion of the program, Electrician Trainees will be assigned to work with an Electrician, Training Specialist, Gang Foreman, or Manager. During the field-training portion of the training program, trainees will be required to perform productive electrician work, commensurate to their level of training and knowledge.

- F. The Carrier will use a "task card" to follow a trainee's progress during the field-training portion of the program. The Carrier will be the custodian of the task cards, Training Specialists, Gang Foremen, and Managers will be required to maintain the task cards of the trainees assigned to them.
- G. During the field-training portion of the program, an Electrician Trainee cannot be utilized to cover an open position unless the trainee is qualified to perform the job (in accordance with CFR-238) and there is no other qualified employee available at the location.
- H. While in the training program, the trainee will be prohibited from performing any overtime unless he/she is the only employee available at the location or is directed by the Carrier to perform service.
- I. As outlined in paragraph B above, trainees shall be assigned by the Carrier to train in all work areas of M of E without regard to seniority. Training may be scheduled at any time during the calendar week with starting times and relief days varying according to program needs at the direction of the Carrier. The training day will be for 8 hours including a 30-minute meal period. The schedule of training shall normally provide for two consecutive relief days. The trainee will be provided with a training schedule at least one week prior to the scheduled training. The duration of the training in each area shall be determined by the Carrier and shall include appropriate shops, yards, plant equipment maintenance and in diesel and M/U Territory. In the event the training day exceeds 8 hours, the excess time (since it is considered training) shall be paid for at the rate of straight time. Trainees shall not be entitled to a travel time allowance, nor shall the provisions of Rule 4 apply.
- J. Once an Electrician Trainee successfully completes the training program, he/she will be permitted to bid for an electrician position and to accrue seniority in accordance with Rule 11, of the Controlling Agreement.
- K. Once an Electrician Trainee successfully completes the training program, the Carrier may, in accordance with Rule 11 of the Agreement, place a trainee on an open position.
- L. Successful completion of the training program is a condition of employment. A trainee's employment application will be rejected should the employee not successfully complete all portions of the program, and the Electrician Trainee will not be given any special considerations for alternate employment.
- M. Prospective trainees may be required to attend and successfully complete a familiarization program prior to being hired and placed in the Electrician Training Program. The Carrier shall determine the length and content of the program, consistent with the skills and knowledge required for eligibility into the trainee position. It is understood that the Carrier is not required to negotiate any pre-employment programs with the Organization.
- N. An Electrician Trainee who successfully completes the new hire Electrician Training Program will not be entitled to travel time for the purpose of training during their career as an Electrician in the Maintenance of Equipment Department. All references to paid travel time in other agreements or practices regarding training shall cease for those employees covered by this Agreement.
- O. An Electrician Trainee who successfully completed the new hire Electrician Training Program with less than five (5) years of service as an Electrician with the Carrier, who makes application for a position and is subsequently awarded the position, is prohibited from being awarded another position for a period of six (6) months from the date of the initial award, except in instances where the second award will generate a higher rate of pay.

II. Road Car Electrician

An Electrician who wishes to bid for a vacant Road Car Electrician ("RCE") position must be qualified as a QMP-A and be ATC qualified prior to being awarded the job. Employees who have held RCE positions and considered qualified will not be required to take the training outlined below. All others will be considered RCE Trainees and are subject to the following:

- A. The Carrier shall schedule classroom training for the RCE Trainee. Carrier, at its discretion, shall determine the length of the training. The training shall consist of yard safety, third rail, inspection, troubleshooting, and ATC. Testing, designed by the Carrier with input from the Organization, shall be given to the RCE Trainee as determined by the Carrier. The Carrier reserves all rights and privileges to make the final determination regarding the contents and subject matter of the tests. Any test failure

shall result in one retest. A trainee who fails the retest shall be removed from the program in accordance with the CBA. Such an employee shall be prohibited from bidding for a RCE position for two years. During the entire training period, trainees shall not be entitled to a travel allowance, nor shall the provisions of Rule 4 apply.

- B. Following successful completion of the training described in paragraph-A above, the RCE Trainee shall be scheduled for a four-week on-the-job training period with a qualified Road Car Electrician in a location determined by the Carrier. A RCE Trainee shall not be permitted to work overtime as an RCE during the entire training period.
- C. Additional testing will continue after the on-the-job training period, in accordance with the criteria listed in paragraph-A above.
- D. After successful completion of the RCE Training Program as described herein, a Road Car Electrician must fulfill a fifteen (15) month lock-in period as a Road Car Electrician. The lock-in period will be administered as written in Rule 19 (c) of the Controlling Agreement, and not be counted or included as part of the eight-five (85) maximum number of employees mentioned in that rule.
- E. Once this Agreement is fully executed by the parties, the April 14, 2005 Road Car Electrician letter (*copy is not attached*), shall become null and void.

With the signing of this Agreement, it is understood that the provisions of "Rule 19" of the Controlling Agreement are satisfied.

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

Sincerely,

/s/ G.M. Moran
Vice President, Labor Relations

I CONCUR:

/s/ E. Czamecki, General Chairman

Date: September 27, 2005

Attachment

cc: J. J. Dermody, A. Cosenza, M. Capone, M. D. Chirillo, L. Kane, R. P. Kenny, K. Layne, E. Rodriguez,
M. P. Sullivan, Labor Relations Staff

APPENDIX I-13

November 29, 2007

Mr. Ricardo Sanchez, General Chairman
International Brotherhood of Electrical Workers
20 Jerusalem Avenue, Suite 204
Hicksville, NY 11801-4938

Re : New Titles in the Third Rail Division of the Electric Traction Department (ET)

Dear Mr. Sanchez:

Carrier and the International Brotherhood of Electrical Workers (IBEW) have discussed and reached the following Agreement concerning the rates of pay and working conditions for two new titles: Track Car Pilot Crane Operator, and Relief Crane Operator, which are being established in the Third Rail Division of ET. The Carrier will initially post two Track Car Pilot Crane Operator positions and one Relief Crane Operator position as described below:

1. Job Descriptions

Track Car Pilot Crane Operator (Track Car Qualifications required)

This position will be responsible for the safe operation of the 25-Ton Truck Crane (Little Giant Road and Rail Crane) and be responsible for all aspects of crane operation, including but not limited to transporting the crane to the job location, operating the crane, setting up and securing the crane's equipment and overseeing in the rigging of the material that will be moved/lifted by the crane. In the event that no crane is available and/or crane operator duties are not being performed on a given day/during a period of time, the Track Car Pilot Crane Operator will perform the duties of the title, which he/she had prior to becoming a Crane Operator/Relief Crane Operator and, if necessary, all other duties considered to be the work of an Electrician.

Relief Crane Operator (Track Car Qualifications not required)

This position will be required to meet all of the same qualifications, duties and responsibilities of a Track Car Pilot Crane Operator with the exception of being Track Car qualified. The Electrician that holds this position will be required to operate the 25-Ton Truck Crane (Little Giant Road and Rail Crane) when directed to do so by the Carrier. In the event that no crane is available and/or Crane Operator duties are not being performed on a given day/during a period of time, the Relief Crane Operator will perform the duties of the title, which he/she had prior to becoming a Relief Crane Operator and if necessary, all other duties considered to be the work of an Electrician.

An Electrician working in Third Rail will be eligible to fill this initial position.

The parties agree that should the Carrier decide to create an additional Relief Crane Operator position in the future, Electricians working in High Tension will be able to bid on the position in addition to those in Third Rail.

The number of the aforementioned positions may be increased, decreased, or eliminated in their entirety, at the sole discretion of the Carrier, in accord with the terms of the Controlling Agreement.

2. Rates of Pay

Track Car Pilot Crane Operators shall follow a six-year pay rate progression with \$32,237 being the 100% hourly pay rate. The individual(s) awarded the position(s) will be paid at the same progression rate level as they hold at the time of the award.

Relief Crane Operators shall follow a six-year pay rate progression with \$31.072 being the 100% hourly pay rate. The individual awarded this position will be paid at the same progression rate level as he/she holds at the time of the award.

The aforementioned rates of pay will be added to Appendix A of the Controlling Agreement.

The pay progression for both titles will be as follows:

First 365 calendar days	70%
Second 365 calendar days	75%
Third 365 calendar days	80%
Fourth 365 calendar days	90%
Fifth 365 calendar day	95%
After 1825 calendar days	100%

The salary rates set forth above will become effective when an employee completes and passes all requirements of Phase I Training.

3. Training

Employees must pass a pretest established by the Carrier in order to bid on these new positions. The employees who pass the pre-test will be selected by their Electrician's seniority and in accordance with Rule 20 of the Controlling Agreement. Employees who are awarded these positions will be given a structured training program, both classroom and hands-on (approximately five to ten working days) developed solely by the Carrier to learn the correct operational and safety procedures to properly utilize a 25-Ton Truck Crane (Little Giant). This training will be referred herein as Phase I training. The training will be given by a qualified LIRR Railroad Crane Operator, the Training Department and/or an outside training firm. Training will be normally conducted during regular business hours at the Carrier's designated training location(s). This training shall not be considered a headquarters change, should this training be conducted at a location other than the employee's bulletined work location nor shall travel time/pay apply. At the end of the training period, the employees will be required to pass both a written and practical hands-on exam, developed solely by the Carrier, with a minimum passing score of 80% to be certified to work as a Track Car Pilot Crane Operator/Relief Crane Operator.

In order to receive on-the-job work experience after passing the test, an employee will spend approximately four weeks working side-by-side with another qualified crane operator (should one be available and not necessarily an IBEW represented crane operator) before being required to operate a crane alone. This four-week period is referred to as Phase II Training/Break-In period. The Qualified Crane Operator that the Electrician is assigned to work with for the purpose of continued familiarization/training need not be an IBEW represented employee. The Electrician will take the headquarters and tour of duty of the employee he is assigned to work with, and he/she will not be entitled to any travel time allowances or penalty payments for doing so. This agreement regarding travel time/penalty payments during the Phase II training period is based solely upon the special circumstances set forth herein and will not be utilized as a precedent for any other matter.

4. Training Commitment "Lock-In"

Track Car Pilot Crane Operators and Relief Crane Operators will be subject to a "Training Commitment" effective with the commencement of Phase I Training and for a period of 12 months from the date of completion of Phase II Training/Break-In period. This means the employee is required to remain qualified and in a Track Car Pilot Crane Operator or Relief Crane Operator position (should one be available) for 12 months following the completion of the Phase II Training/Break-In period. During the afore-mentioned 12-month period, should the employee be displaced from a Track Car Pilot Crane Operator or Relief Crane Operator position, he/she will be required to bump, bid for, or if they consequently end-up open, be subject to assignment by the Department to open Track Car Pilot Crane Operator or Relief Crane Operator positions during the remaining training commitment period.

Employees who retire or otherwise leave the employ of the Carrier for any reason during the lock-in period will not be eligible to receive the higher rate of pay for the cash-out of benefits for which they are eligible upon retiring or leaving the employ of the Carrier.

Once the lock-in requirements to remain qualified and remain in a Track Car Pilot Crane Operator or Relief Crane Operator position is satisfied, there will be no further obligation to remain in a Track Car Pilot Crane Operator or Relief Crane Operator position except as provided for in the Controlling Agreement.

5. Releases from the Training Commitment

Employees can request to be released from the aforementioned lock-in commitment by demonstrating a hardship as defined by the Family Medical Leave Act. Employees will present their request to the Department Head or his/her designated representative. Upon receipt of the above-referenced application, the Department Head or his/her designee will review and consider such request. The release from the 12-month period shall be at the discretion of

the Department Head or his/her designee. The affected employee must fulfill the balance of the lock-in once the hardship no longer exists.

6. *Working with other Titles/Positions*

The Crane Operator will normally be assigned to operate the crane with another employee. The second employee can be a Relief Crane Operator, a Crane Operator or another employee. If another employee is assigned who does not have Crane Operator training, that employee may only be assigned to perform functions that do not require crane qualifications. A Crane Operator or a Relief Crane Operator may be required to transport the crane to a worksite alone. This provision applies to both regular work hours and overtime assignments.

If applicable law requires a "follow vehicle" when the crane is being transported, a driver will be assigned in accord with existing procedures.

7. *Headquarters Changes*

Crane Operators and Relief Crane Operators will have different locations as their designated headquarters: one will be an Eastern Long Island location to be designated by Carrier, and one will be a Western Long Island location to be designated by Carrier. The employees may be directed to report to either of these two locations without the payment of travel time/penalty payments or any additional expense by the Carrier. It is understood that employees may be required to begin their tour of duty at one location and finish their tour of duty at the second location without the payment of travel time or other penalties. Employees who are directed by an authorized LIRR representative to utilize their personal automobile to travel from one location to the other during working hours are eligible for "vehicle mileage payments" in accordance with Carrier Policy.

8. *Vacations*

These positions, Crane Operators and Relief Crane Operators, will together have their own vacation roster, based upon Electrician seniority. A maximum of one individual out of the three initial positions will be permitted to take vacation at any one time. Should the number of Track Car Crane Operator/Relief positions increase in the future, the parties agree to meet (in accord with the 1941 vacation agreement) and discuss the number of crane-qualified employees that will be permitted on vacation at any one time.

9. *Other Cranes*

If the Carrier decides to purchase another crane that is different from the aforementioned crane, the parties agree to meet for the purposes of reaching an agreement similar to the instant Agreement.

10. *Non-Exclusive Work*

The IBEW understands and agrees that if the crane purchased for the ET Department is not available, not operable, or is being utilized elsewhere for any reason and a boom truck is not capable of performing the work, employees in other titles and other bargaining units (non-IBEW represented employees) may be utilized to perform the crane work described herein that would otherwise be performed by the new titles.

It is understood that the signing of the Agreement will satisfy the provisions of Rule 19(a).

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

Very truly yours,

S. M. Drayzen
Vice President-Labor Relations

I CONCUR:

Ricardo Sanchez
General Chairman, IBEW

Dated

cc: R. Agritelley, M. Chirillo, J. Collins, F. Portela, R. Puciloski, F. Richman

APPENDIX J

Agreement entered into January 14, 1970, by and between The Long Island Rail Road Company and its employees represented by the International Brotherhood of Electrical Workers and the Brotherhood of Railroad Signalmen.

IT IS AGREED:

That in order to have skilled employees available to facilitate the repair and maintenance of Railroad-owned communications equipment on the rolling stock of The Long Island Rail Road, the following shall govern:

1. Inspection, maintenance and repair of Railroad-owned communications equipment and components of Electronic Car Identification System (Identra), removed from rolling stock by Electricians, shall be performed by qualified Communication Technicians represented by the Brotherhood of Railroad Signalmen.

2. Inspection, removal and reinstallation of Railroad-owned communications equipment on rolling stock shall be performed by qualified Electricians represented by the International Brotherhood of Electrical Workers.

3. In the event a problem arises in connection with communication equipment on rolling stock, which cannot be resolved by the Electrician, it will be permissible for the Communications Technician to lend assistance to the Electrician on board rolling stock provided that both the Electrician and Communications Technician shall, if possible, work as a team while so engaged.

Note 1: The foregoing will amend the Scope Rule of the Brotherhood of Railroad Signalmen's Agreement to the extent that Communications Technicians may perform work on rolling stock communications equipment only to the extent and under circumstances set forth herein.

Note 2: The foregoing will be the only exception in the International Brotherhood of Electrical Workers' Agreement.

4. Qualified Communications Technicians, as referred to herein, whose assignments include testing, maintaining or repairing radio or similar equipment, must currently possess either a first or second class FCC Radiotelephone license. They must also demonstrate their ability to perform the maintenance, repair and test work on communications equipment to which they are assigned.

5. This Agreement is in full, final and complete settlement of all matters whatsoever, contained in International Brotherhood of Electrical Workers' letter of March 27, 1968, under Section 6 of the Railway Labor Act, and request of the Brotherhood of Railroad Signalmen under Article VI, paragraph (a) of the December 28, 1967, Agreement with respect to revision of its Scope Rule.

6. This Agreement shall not abrogate, amend or supersede any rule, agreement or understanding, however established, relating to employee protection or contracting of work. Except to the extent herein provided, agreement rules or practices thereunder are not changed.

7. This Agreement shall remain in effect until abrogated or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signatures not reproduced.

APPENDIX K

July 12, 1978

Mr. J. J. Bove, General Chairman
International Brotherhood of Electrical Workers
122-09 Liberty Avenue
Richmond Hill, NY 11419

Dear Mr. Bove:

This confirms discussions you have had with representatives of our Maintenance of Equipment and Personnel Management Departments concerning establishment of a seven-day, three-trick operation for our Dunton Shop facilities.

As discussed, we will establish a total of not less than 83 positions, subject to the rules of Agreements between the Company and your Brotherhood, to cover this seven-day, three-trick operation.

During the period this operation is in effect, or except as otherwise mutually agreed, no more than ten percent (10%) of the Dunton Shop work force represented by your Brotherhood as initially assigned to a trick will be reassigned to a different trick.

You may signify your understanding of the above by affixing your signature to the space provided below, returning one copy for our files.

Very truly yours,

/s/ R.K. Pattison
President

/s/ J.J. Bove
General Chairman
International Brotherhood of Electrical Workers

APPENDIX L

July 19, 1978

Mr. J. J. Bove, General Chairman
International Brotherhood of Electrical Workers
122-09 Liberty Avenue
Richmond Hill, New York 11419

Dear Mr. Bove:

This will confirm your discussions with our Personnel Management Department relative to the Company hiring former employees for positions represented by your Organization.

Effective this date, persons previously in the employ of the Company for 240 or more workdays who are newly hired for positions represented by your Organization will not be subject to those rules of current agreements which otherwise apply to newly hired employees, except as concerns the probationary period of service rule.

You may signify your concurrence to this understanding by affixing your signature below, returning one copy of this letter for our files.

Very truly yours,

/s/ R. K. Pattison
President

I CONCUR:

FOR THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS:

/s/ J. J. Bove
General Chairman

APPENDIX M

Amended effective March 27, 1987, to apply to employees in Engineering Department as well as Maintenance of Equipment Department.

September 29, 1978

Mr. J. J. Bove, General Chairman
International Brotherhood of Electrical Workers
122-09 Liberty Avenue
Richmond Hill, New York 11419

Dear Mr. Bove:

This has reference to your many discussions with our Maintenance of Equipment Department regarding implementation of a "tool agreement" with your Organization so that all Electricians will have appropriate tools to perform their assigned work while working in the Maintenance of Equipment Department.

Accordingly, it is agreed the "tool agreement" will be as follows:

1. Maintenance of Equipment Department Electricians will be provided necessary tools to properly perform the work of their craft.
2. Issuance of such tools will be subject to the following conditions:
 - a. Electricians will accept responsibility for each tool issued and will be required to replace any tool that becomes lost.
 - b. The department will replace broken or defective tools returned to the department.
 - c. Tools that are stolen on Company property and reported by Police Incident Reports will be replaced by the Maintenance of Equipment Department. Electricians will be responsible for replacement of Company issued tools in all other cases, as indicated in item (a).
 - d. An Electrician who leaves the Maintenance of Equipment Department for any reason, such as: promotion, retirement, resignation, etc., will be required to return all tools and equipment issued, with the Company to be reimbursed for any tools missing or lost at the replacement value of any such tools.

You may indicate concurrence to the above by affixing your signature in the space provided below. Upon such acceptance, the Maintenance of Equipment Department will arrange to implement this Agreement as soon as the tools can be made available for issuance to individual Electricians.

Signatures not reproduced.

APPENDIX N

November 21, 1977

Mr. J. J. Bove, General Chairman
International Brotherhood of Electrical Workers
122-09 Liberty Avenue
Richmond Hill, New York 11419

Dear Mr. Bove:

As discussed, present arrangements which permit full-time union representatives and full-time members of union office staffs to be eligible for certain specified benefits coverage, on a contributory basis, will be extended to include the drug prescription and additional life insurance plans which have been made a part of the Agreement entered into this date with the various labor Organizations.

Very truly yours,

/s/ R. K. Pattison
President

APPENDIX O

March 16, 1987

Mr. John Caggiano, Business Manager
International Brotherhood of Electrical Workers
69 Broadway
Hicksville, NY 11801

Dear Mr. Caggiano:

This will confirm our agreement with respect to the differential for Electrician - Truck (M/W), as set forth in the Mediation Agreement of February 27, 1987:

1. The Carrier will post one Electrician - Truck position for each vehicle which requires a Class 3 Motor Vehicle Operators License in the Third Rail, High Tension, and Electric Light and Power Departments. The differential for these positions will be 25¢ per hour, to be added to base rate of pay (currently 24 jobs).

2. The Carrier will post approximately one Electrician - Truck (Relief) position for each vehicle which requires a Class 3 Motor Vehicle Operators License in the Third Rail, High Tension, and Electric Light and Power Departments. The differential for these positions will be 13¢ per hour, to be added to the base rate of pay. Relief drivers will operate trucks in the absence of a driver, and will not receive additional compensation (currently 23 jobs).

3. In the absence of both the Electrician - Truck and the Electrician - Truck (Relief) in the same gang, the Carrier will high rate (currently 25¢) the senior available employee possessing a Class 3 license who desires to be high-rated, or will assign the junior employee possessing a Class 3 license if there are no volunteers. A high-rated employee will receive the Electrician - Truck rate (currently 25¢) in accordance with the provisions of the Agreement.

4. Attached to this letter is the present list of class 3 trucks, for reference only.

5. Vehicles which are not in regular use, currently 16E on the attached list, will not be counted for purposes of paragraphs 1 and 2, but will be covered by paragraph 3.

6. Within 10 days of ratification of the Mediation Agreement of February 27, 1987, the Carrier will re-bulletin the positions covered by this Agreement.

7. Disputes over the interpretation of application of this Agreement will be referred to Martin F. Scheinman, Esq., for resolution, and shall not be subject to the normal claims procedures.

8. It is agreed that in no instance will less than 24 Electricians receive the Electrician - Truck rate, and 23 Electricians receive the Electrician - Truck (Relief) rate. The senior Electrician in the department who possesses a Class 3 license will receive the rate in the event that there is a reduction in the number of vehicles in the respective departments.

9. Both parties recommend approval of this Agreement and the Mediation Agreement of February 27, 1987. The Organization will vote to ratify on March 17, 1987, and the Carrier at the next MTA Board Meeting.

Very truly yours,

/s/ David M. Cohen
Director-Labor Relations

I CONCUR:

/s/ John A. Caggiano
Business Manager - IBEW

LIST OF VEHICLES
(AS OF MARCH 16, 1987)

*REQUIRES CLASS 3 (18,000 LBS. GVW or ABOVE)

THIRD RAIL (23 Trucks Total; 15 Require Class 3)

18E				
28E*				
33E*				
34E*				
12E				
32E*	THIRD RAIL - 7676			
23E*	Total Trucks	Total Class 3	Total Drivers	Daily Drivers
31E	24	15	40	24
36E*	18 Alternate Drivers - 2 Relief Positions			
26E*				
08B*				
27E*				
29E*				
20E				
14E				
21E				
25E*				
24E*				
11E				
19E				
15E*				
17E*				
22E				
35E* (2 Trucks - 7 days)				

HIGH TENSION (3 Trucks Total; 3 Require Class 3)

04H*				
05H*	HIGH TENSION - 7677			
06H*	Total Trucks	Total Class 3	Total Drivers	Daily Drivers
	3	3	5	3
	2 Alternate			

ELECTRIC LIGHT & POWER (14 Trucks Total; 4 Require Class 3)

14L				
15L				
16L				
17L	EL&P - 7675			
20L	Total Trucks	Total Class 3	Total Drivers	Daily Drivers
21L	14	3	21	14
22L*	3 Alternate			
23L*				
24L*				
30E				
16E* (Truck only moves when there is an emergency.)				
25L				
26L				
28L				

March 29, 1989

Mr. John A. Caggiano, Business Manager
International Brotherhood of Electrical Workers
55 Broadway, Suite C
Hicksville, NY 11801

Dear Mr. Caggiano:

This will confirm our understanding reached at our meeting of March 28, 1989, concerning MW trucks.

Electrician - Truck (Relief) positions will not ordinarily be used to drive small trucks (those not requiring Class 3 Motor Vehicle Operators Licenses). Such positions may be used when no other employee volunteers and the incumbent is the junior employee.

The Carrier will solicit volunteers to drive small trucks, in seniority order. The junior employee may be required to drive if there are no volunteers.

Very truly yours,

/s/ David M. Cohen
Director-Labor Relations

cc: W. B. Dwinell

APPENDIX P

(Referred to in Rule 52(a)(4))

**AGREEMENT OF AUGUST 19, 1960
Article III - Holidays**

Section 3. A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him 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 a regularly assigned employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

All others for whom holiday pay is provided in Section 16 hereof shall 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 he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

For purposes of Section 1, the workweek for other than regularly assigned employees shall be Monday to Friday, both days inclusive, except that such employees who are relieving regularly assigned employees on the same assignment on both the workday preceding and the workday following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the workdays preceding and following the holiday as apply to the employee whom he is relieving.

For other than regularly assigned employees, whose hypothetical workweek is Monday to Friday, both days inclusive, if the holiday falls on Friday, Monday of the succeeding week shall be considered the workday immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the workday immediately preceding the holiday.

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

APPENDIX Q

March 16, 1987

Mr. John Caggiano, Business Manager
International Bro. of Electrical Workers
69 Broadway
Hicksville, NY 11801

Dear Mr. Caggiano:

This will confirm our agreement to submit all monetary disputes arising under the interpretation and application of the Mediation Agreement of February 27, 1987, to Martin F. Scheinman, Esq., for resolution.

The parties will share the neutrals fees and expenses equally.

Very truly yours,

/s/ David M. Cohen
Director-Labor Relations

I CONCUR:

/s/ John A. Caggiano
Business Manager - IBEW

cc: M. F. Scheinman, Esq.

APPENDIX R

March 27, 1990

Mr. John Caggiano, Business Manager
International Brotherhood of Electrical Workers
55 Broadway, Suite C
Hicksville, NY 11801

Dear Mr. Caggiano:

This will confirm our discussion concerning the four hours payment that has been paid to you for the last ten (10) years in order to compensate you for various incidental conferences that are not recorded by a Code 7 document. This payment has been paid under an on-duty Code rather than Code 7. From this date forward, this time will be changed to Code 7, and a Code 7 card will be filed weekly. We will require the dates of the payroll week to which the four (4) hours is to be applied and your signature attesting to this time.

Very truly yours,

/s/ Rein J. Olvet
Sr. Manager-Labor Relations

cc: E. Koch
G. Voss

APPENDIX S

May 23, 1994

Mr. John Caggiano
Business Manager
International Brotherhood of Electrical Workers
55 Broadway, Suite C
Hicksville, NY 11801

Dear Mr. Caggiano:

This is to confirm our understanding of May 20, 1994, regarding the compensation rate for IBEW represented employees when they are assigned to the abatement or encapsulation of asbestos material.

The required training of employees and the procedures involved in the handling of asbestos material has been resolved between the Carrier and your Organization and is attached.

The compensation rate shall be the base rate of the position plus \$1.00 per hour for all work performed on straight time. For asbestos work performed on overtime, the employee will receive his base rate of pay at the applicable overtime rate, plus \$1.00 per hour for the asbestos work. No overtime calculations shall be applied to the \$1.00 per hour payment.

The \$1.00 hourly rate, which shall not be included in the base rate, shall be paid for the actual hours of the encapsulation or abatement including the required prep set-up work and finish-up work at the completion of the encapsulation or abatement, with a minimum payment of \$8.00 for the employee's regular eight-hour tour of duty. For all asbestos-related work performed on overtime, the employee shall receive the \$1.00 per hour payment for each portion of an hour or entire hour he performs asbestos-related work, as provided herein. Set-up work and finish-up work is understood to be setting up curtains, preparing equipment, suiting up, etc.

The parties further agree that the Carrier may use other than IBEW members to perform asbestos abatement or encapsulation work provided that the work does not include electrical repair work. The Carrier's use of other than IBEW members shall not require the agreement of the Organization.

If this correctly reflects our understanding, please sign in the space provided below and return the original for our files.

Very truly yours,

/s/ G.M. Moran
Director-Labor Relations
(Negotiations)

I Concur:

/s/ Mr. John Caggiano
Business Manager
International Brotherhood of Electrical Workers

Attachment

cc: E. Garb, S. LaRocco, B. Finn, G. Voss, R. Olvet, S. Drayzen, M. Viscuse

APPENDIX S (CONTINUED)

May 23, 1994

LETTER OF UNDERSTANDING
ASBESTOS HANDLING AND REMOVAL TRAINING FOR POWER DEPARTMENT
IBEW EMPLOYEES

1. Volunteers for training from the Power Department will be solicited through mailings to all the Power Department employees.
2. Upon receipt of applications, follow-up interviews with employees who have applied for training will be conducted by the Engineering Department.
3. The number of employees to be trained in each sub department, as agreed to, is as follows:

9 - Lineman Cable Splicers
4 - Electrolysis Electricians
4 - 3rd Rail Mechanics
3 - Electric Light and Power Mechanics
3 - Substation Electricians

23 Total Employees Trained

(Note - 7 additional training positions will remain open for training Supervisors and Gang Foremen)

The number of employees in each sub department will be adjusted depending on the number of applications.

4. Employees will be selected on Mechanics seniority basis.
5. Carrier to pay for all fees and expenses related to employee training, certification and re-certification. Re-certification will be on a voluntary basis.
6. The Organization waives the headquarters rule for days of required training. Carrier has indicated that training will be on LIRR property.
7. Carrier will utilize an institution to be used for training that possesses the necessary requirements for certifying the employees.
8. The Carrier will keep a listing of all employees who are certified. No specific jobs will be advertised for asbestos-trained employees.
9. The employees will perform asbestos work in accordance with the Scope of the IBEW Agreement.
10. The Carrier will comply with all Government, State and City regulations that are applicable to asbestos removal.
11. No bodily fluids or solids will be required by the employees for medical evaluation for purposes of this Agreement unless required by law or regulation.
12. Chest x-ray will be taken and read by a certified "B" reader for each volunteer, to set basis for future evaluations as required by law. Copies of x-rays will be made available to the employee if requested.
13. Carrier will be responsible for medical surveillance of all employees engaged in asbestos work as required by law or regulation.
14. Employees who have been certified in the procedures involved in handling asbestos material will be required to be available for asbestos work for a minimum of one year.

APPENDIX T-1
AGREEMENT OF AUGUST 29, 1952
Between Certain
EASTERN RAILROADS and the
Employees of Such Railroads Represented by
SEVENTEEN COOPERATING RAILWAY LABOR ORGANIZATIONS
Effective September 15, 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 Carrier now or hereafter subject to the Rules and Working Conditions Agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this Agreement representing their craft or class within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of this Agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty (30) days within a period of twelve (12) consecutive calendar months. Nothing in this Agreement shall alter, enlarge or otherwise change the coverage of the present or future Rules and Working Conditions Agreements.

Section 2.

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

Section 3.

(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty (30) days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this Agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty (30) calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five (35) calendar days from date of their return to such service.

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

(c) Employees who retain seniority under the Rules and Working Conditions 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, become and remain members in the organization representing their class or craft.

(d) Employees who retain seniority under the Rules and Working Conditions Agreements of their class or craft, who are members of the organization signatory hereto representing the class or craft and who in accordance with the Rules and Working Conditions Agreements 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 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 (10) calendar days of such receipt, so notify the employee concerned in writing by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this Agreement, shall within a period of ten (10) calendar days from the date of receipt of such notice, request the Carrier in writing by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten (10) calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the organization, by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

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

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

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

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

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

neutral person as provided in Section 5 (c) below shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.

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

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

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

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

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

Section 6.

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

Section 7.

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

If the final determination under Section 5 of this Agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 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 noncompliance with any provision of this Agreement. If the final determination under Section 5 of this Agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

Section 8.

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

Carrier involved is the plaintiff or the moving party in the action in which case such Carrier acts in collusion with any employee; Provided further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this agreement.

Section 9.

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

Section 10.

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

(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 said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other 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 Carrier 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.

Signatures not reproduced.

APPENDIX T-2

This Agreement is entered into this 8th day of December 1960 by and between The Long Island Rail Road Company, hereinafter referred to as the "Carrier" and the International Brotherhood of Electrical Workers, 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 of the form specified in Attachment "B" hereto, and both the assignment and revocation of the assignment forms shall be reproduced and furnished as necessary by the Union without cost to the Carrier. The Union shall assume the full responsibility for the procurement of the execution of said forms to the Company. Assignment and revocation of assignment forms shall be delivered with the reduction list hereinafter provided for, to the Company not later than the first of the month in which the deduction or termination of deduction is to become effective.

(3) Deductions as provided for herein will be made 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 deductions lists for individual employees shall, whenever 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. Such remittance check will be paid by the Carrier to the Union on or before the last day of the month following each calendar quarter in which such deductions have been made. With said draft the Carrier shall return to the Union one copy of the deduction list marked to identify the deduction 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 deductions will be made from the wages of any employee who does not have due to him for the pay period specified an amount equal to the sum to be deducted in accordance with this Agreement, after all deductions for the following purposes have been made:

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

(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 reasons, 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, either directly or indirectly, as a basis for grievance or time claim by or on behalf of any employee, and no part of this or any other agreement between the Carrier and the Union shall be used as a basis for a grievance or time claim by or on behalf of any employee predicated upon any alleged violation of, or misapplication 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 January 1, 1960, and shall remain in effect until altered, changed or cancelled in accordance with the Railway Labor Act, as amended.

Signatures not reproduced.

ATTACHMENT "A"

CHECK-OFF AGREEMENT BETWEEN
THE LONG ISLAND RAIL ROAD COMPANY
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

DEPT. OCCUPATION

SOCIAL SECURITY NO.

PRINT LAST NAME FIRST NAME INITIAL

PRINT HOME ADDRESS NUMBER AND STREET

TOWN STATE ZIP

MGR. OF DISBURSEMENTS ACCOUNTING
THE LONG ISLAND RAIL ROAD COMPANY

I hereby assign to the International Brotherhood of Electrical Workers 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 International Brotherhood of Electrical Workers, 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 October 16, 1959, 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 2 of the aforesaid Deduction Agreement within fifteen (15) days after the end of one year from the date of the execution hereof, this assignment shall be considered as re-executed and may not be revoked by me for an additional period of one year, unless within such year the aforesaid Deduction Agreement or the Rules and Working Conditions Agreement is terminated, and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until I shall execute a revocation form within fifteen (15) days after the end of any such year.

Date _____

Signature _____

ATTACHMENT "B"

CHECK-OFF AGREEMENT BETWEEN
THE LONG ISLAND RAIL ROAD COMPANY
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

DEPT. _____ OCCUPATION _____

SOCIAL SECURITY NO. _____

PRINT LAST NAME _____ FIRST NAME _____ INITIAL _____

PRINT HOME ADDRESS _____ NUMBER AND STREET _____

TOWN _____ STATE _____ ZIP _____

MGR. DISBURSEMENTS ACCOUNTING
THE LONG ISLAND RAIL ROAD COMPANY

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

Date _____

Signature _____

ATTACHMENT "C"

CHECK-OFF AGREEMENT BETWEEN
THE LONG ISLAND RAIL ROAD COMPANY
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

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

The undersigned Financial Secretary, International Brotherhood of Electrical Workers, 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 International Brotherhood of Electrical Workers 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 U

March 1, 1999

Mr. Fred Calabrese, General Chairman
International Brotherhood of Electrical Workers
20 Jerusalem Avenue, Suite 204
Hicksville, NY 11801

Re: Maintenance of Hillside Facility

Dear Mr. Calabrese:

As you know, management of the maintenance of the Hillside Maintenance Facility has reverted to the Engineering Department. Accordingly, it is necessary to modify the provisions of the November 6, 1991 Agreement which initially established various working conditions for IBEW members who would be working under control of the Passenger Services (PS) Department.

The November 6, 1991 Agreement is hereby abrogated and replaced by the following Agreement:

- The Company will continue four electrician positions at the Hillside Maintenance Complex, two from Engineering and two from M of E Departments. The purpose of these positions is to maintain the Hillside Maintenance Complex, as explained in the work jurisdiction letter dated December 12, 1990, and as performed by the Passenger Services Department up to approximately March, 1998. For purpose of clarification, the former Passenger Services Maintenance Gang will be known as the "HMC Facility Maintenance Gang." Management of these positions will be supplied by the Engineering Department, and the gang will fall under the special rules of the Engineering Department found in the IBEW – LIRR Collective Bargaining Agreement.

- If the need to fill any vacancies and/or create additional positions in the HMC Facility Maintenance Gang arises, the following procedure will be utilized:

If a vacancy of an existing position occurs in the HMC Facility Maintenance Gang that requires being advertised, the position will be advertised in the respective departments. (For example, if the position to be advertised was held by an Electrician from the M of E Department, the position will be advertised in M of E.)

If only one additional position is required, the parties will meet to select, by lottery, in which department the advertisement will be posted. Thereafter, additional positions will be advertised on a rotational basis in the M of E and Engineering Departments.

Advertisements shall be posted twice, and if no applications for the position(s) are received, then position(s) will be bulletined through the career opportunity program. Unfilled vacancies may be temporarily filled in accordance with Rule 15.

- All electrical maintenance overtime in the HMC Facility Maintenance Gang belongs first to Electricians in that gang. If refused, the Engineering Department will utilize the Electrician's overtime list in the Electric Light and Power Department and/or M of E Maintenance Department.
- The existing Electric Light and Power Department overtime rules will be utilized for the purpose of equalizing overtime within the HMC Facility Maintenance Gang.
- HMC Facility Maintenance Gang Electricians will not be used for Engineering and/or M of E overtime unless those departments have exhausted their respective overtime lists.
- The hours for this Gang will be 7:30 a.m. to 3:30 p.m., Monday through Friday with Saturday/Sunday as relief days. In the event Carrier desires to change the tour of duty and/or relief days, the provisions of the CBA will be followed.
- M of E Electricians making application for future vacant positions in the HMC Facility Maintenance Gang will be given up to thirty calendar days to qualify as Motor Mechanics. As such, they will be awarded these positions pending qualifications. During the thirty-day period, the positions vacated in M of E need not be advertised until

the employee qualifies as a Motor Mechanic. Pay as a Motor Mechanic shall commence on the qualifying date the employee qualifies in the position.

- If an M of E Electrician(s) fails to qualify as a Motor Mechanic within the specified time, he/she will revert to his/her original position and the next senior applicant(s) will be so assigned. No more than two (2) applicant(s) will be considered for each position. If both the M of E Electrician applicants fail to qualify, additional M of E Electricians will be obtained from subsequent bulletins advertised consistent with controlling agreement.
- The Engineering Department will administer Motor Mechanics Tests as contractually required and will continue to maintain a Motor Mechanic qualified pool.
- The Engineering Department will continue to post notices with the date and time of the Motor Mechanics qualification exam twice a year to interested employees in the M of E Department. The Organization will be notified 15 days in advance of posting and the IBEW will be furnished a copy of the advertisement so that it may post same in M of E facilities.

All interested employees will be tested. Employees who qualify will be awarded positions as they become available in order of seniority. Employees holding qualifications will not be added to the overtime list until they actually are awarded a position, except as set forth in overtime distribution procedures.

- Only one HMC Facility Maintenance Gang Electrician shall be allowed off on vacation at any one time. Vacation picks shall be by Helper seniority dates on respective department rosters. In the event that two or more employees share the same hiring date, then the vacation will be decided by lottery with local representative making selections. Overlapping of one day will be permitted for holidays, etc.
- If Electrician positions are increased in the HMC Facility Maintenance Gang, then the ACE – Power and the General Chairman of IBEW, Local 589 or their designees will meet to re-discuss the number of Electricians allowed on vacation at any one time.
- Vacation, Personal Days and Sick Day vacancies will not be backfilled by the Engineering or M of E Departments. HMC Facility Maintenance Gang employees will continue the practice of allowing employees to utilize vacation in days, consistent with the requirements of service.
- Status 2 positions occurring in the HMC Facility Maintenance Gang will be governed by existing agreement.
- The attached May 25, 1995 “Minutes of Meeting,” detailing the work jurisdiction between Electricians in Passenger Services and the M of E Department will remain in effect, with the “HMC Facility Maintenance Gang” inserted in place of “Passenger Services.”
- The instant Agreement does not mandate a minimum work force. Abolishment of any position(s) in the future will be handled in accordance with the Agreement

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

Very truly yours,

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

I Concur:

/s/ Fred Calabrese, General Chairman - IBEW

March 1, 1999

ATTACHMENT

MINUTES OF MEETING

DATE: May 25, 1995

PLACE: P. Herrera's Office, 4th Floor, HSF

SUBJECT: Jurisdiction of Work by & Between Electricians in Passenger Services and M of E

ATTENDEES: P. Herrera, Assistant General Manager – Facilities Maintenance, HMC
R.D. Pugliese, Manager – Facilities Maintenance
R.S. Tobin, Assistant Chief Mechanical Officer
R. Hintze, General Foreman – M of E
J. Epstein, Plant Engineer – Hi-Tech
B. DeGiorno, Electrician and IBEW, Local 589 (Union Rep)

PREPARED BY: P. Herrera

A meeting was held on May 19, 1995 in Pete Herrera's office, 4th floor HSF, at 8 a.m. to discuss an electrical jurisdiction of work at HMC as it relates to Passenger Services and M of E electricians.

Per the attached Electrical Area/System Jurisdiction – HMC Agreement, 4th item from the top where it states: "All power in offices and in Stores Department's area" by Passenger Services, please be advised of the following changes in that statement and agreement:

1. The Stores Department area located in the first floor of the Hillside Support Facility is the exclusivity of Passenger Services regardless of voltage requirements, whether in the Stores area/truck bays or office space. However, all shop equipment located in the Stores Department area will remain the responsibility of M of E personnel as it has been the past practice, including voltage requirements.
2. The Stores Department "salt cage" located in the basement of the Wheel Shop is the responsibility and exclusivity of Passenger Services regardless of voltage requirements with the exception of shop equipment no. **WS-138 Wheel Elevator.**
3. The areas directly in front of the mini-load and unit-load located on the 2nd floor of the Hillside Support Facility and the Hillside Maintenance Facility, respectively, including roller conveyors, motors and P&D stands are considered to be shop floor areas, and as such, the responsibility of M of E forces. However, the voltage requirements will dictate which electricians will have jurisdiction over the respective areas, just as it has been the past practice.

If this understanding of the labor jurisdiction is considered valid and agreed upon by the representatives' names below, then their signatures will validate this labor jurisdiction henceforth.

/s/ R. Herrera
Assistant General Manager – Facilities Maintenance

/s/R.S. Tobin
Assistant Chief Mechanical Officer – M of E Department

/s/ M. Athern
General Chairman – IBEW local 589

APPENDIX V

April 12, 2000

Mr. Fred Calabrese, General Chairman
International Brotherhood of Electrical Workers
20 Jerusalem Avenue, Suite 204
Hicksville, NY 11801

Re: Retrofit/Modification Shop at HMC

Dear Mr. Calabrese:

This is to confirm our understanding reached on March 21, 2000 regarding the establishment of the Retrofit/Modification Shop at HMC. Both parties agree that it is the carrier's sole right to establish shop locations.

The job vacancies at the new shop shall be re-advertised upon signing of this agreement. Employees who bid or bump into the new shop shall perform retrofit and modification work without a job pick. When it is necessary to assign employees from the Retrofit/Modification shop to the PI/Running Repair shop the employees shall be assigned to Running Repair work.

Further, it is not the carrier's intent to move employees from the PI/RR shop to the Retrofit/Modification shop unless there is an emergency or a high out of service exists.

This agreement is made on a non-precedent basis and shall not be referred to by either party in the future.

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

Very truly yours,

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

I Concur:

/s/ Fred Calabrese, Gen. Chairman
Int'l Brotherhood of Electrical Workers

APPENDIX W

January 23, 2002

Mr. Thomas F. Leibold, General Chairman
Int'l Brotherhood of Electrical Workers
20 Jerusalem Avenue, Suite 204
Hicksville, N.Y. 11801-4938

Re: Job Bulletin 6130, to be Posted January 31, 2002

Dear Mr. Leibold:

This letter serves to confirm the agreement we reached on Monday, January 22, 2002, with reference to identifying a headquarters for the Electrician positions that are currently being abolished at Morris Park and re-advertised at Richmond Hill.

As agreed, a letter will be posted in all applicable locations advising interested, qualified Electricians that certain positions identified on Job Bulletin 6130, dated January 31, 2002 will have the location changed to read "Richmond Hill Locomotive Facility." All other information on Job Bulletin 6130 remains the same. Additionally, it is agreed that all future Electrician bulletins will include the following qualifications:

Inspection, repair, replacement of components and consumables, testing, and qualification of locomotives, locomotive systems and components. Use of all shop tools including drop pit, walk behind forklifts, cranes, jacks and pneumatic, hydraulic and electric power equipment must be ASC qualified to include all other duties considered Electrician's work. In addition, a mechanic must be qualified to perform all safety related inspections, tests and maintenance of all passenger equipment as required by CFR-238.109.

Any Electrician positions that do not require QMP qualifications will not include the last sentence of the aforementioned qualifications.

It is further understood, that the adjacent Richmond Hill Sheridan Shop will be considered part of the Richmond Hill Locomotive Facility, for locomotive inspection and maintenance, specific to the Richmond Hill Locomotive Facility positions.

It is further understood that the Carrier will utilize the "Richmond Hill Locomotive Facility" as the *location* for future job postings for locomotive PI and LCM assignments.

Finally, it is understood that there are no contractual requirements for the Carrier to negotiate "headquarters" (locations) with the Electrician Organization.

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

Sincerely,

/s/ D.C. Mass
ACMO – M of E Administration

I concur:

/s/ C. Maida, Lead Local Chairman, IBEW

cc: J.W. Bernet, C.P. Kalkhof

Date: January 23, 2002

APPENDIX X

July 15, 2003

Mr. Thomas F. Leibold, General Chairman
Int'l Brotherhood of Electrical Workers
20 Jerusalem Avenue, Suite 204
Hicksville, N.Y. 11801-4938

Re: HEP (Taps) Transformer – Locomotives

Dear Mr. Leibold:

As we discussed on June 27, 2003, the Carrier has recently identified that the HEP Transformer located on our fleet of Diesel Locomotives have sustained damage requiring the transformer to be re-impregnated with epoxy or polyester resin. HEP-Transformer impregnation has never been performed on Carrier property, and therefore is considered new work. At this time, there are approximately forty-six (46) transformers to repair.

The Carrier is considering performing the re-impregnation in-house utilizing Carrier forces. Should the Carrier decide to utilize our employees, M of E Electricians shall accomplish the work.

The removal and replacement of the transformer from the locomotive will remain the work of the class and crafts currently performing the work, in accordance with the June 3, 1997, DM-30 and DE-30 Locomotives Jurisdiction of Work award.

It was further understood that the aforementioned work, present or future, may be contracted out to a third party without agreement of the organization.

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

Sincerely,

/s/ Michael Chirillo
Director – M/E Strategic Initiatives

I Concur:

/s/ T. Leibold, General Chairman
Int'l Brotherhood of Electrical Workers
Date: July 22, 2003

cc: G. Moran, C.P. Kalkhof, M.Gelormino, M. Weisgerber, P. Sheeran

APPENDIX Y

May 22, 2003

Mr. Thomas F. Leibold, General Chairman
International Brotherhood of Electrical Workers
20 Jerusalem Avenue, Suite 204
Hicksville, N.Y. 11801-4938

Re: Overtime Distribution in the Hillside Facilities Department

Dear Mr. Leibold:

This will clarify our mutual understanding with regard to the assignment of electrician overtime in the Hillside Facilities department.

When overtime is deemed necessary by the Carrier in the Hillside Facilities department, the electricians holding jobs in the department will be offered the overtime before any other electricians are offered. Should the electricians holding jobs in the department decline the overtime offer, or should the number of electricians needed for overtime exceed the number of electricians holding jobs in the department, the electricians from the EL&P department shall be canvassed followed by electricians in the M of E department.

Motor qualification shall only be considered when the overtime job requires such qualification. Otherwise, all electricians in the EL&P and M of E departments shall be canvassed until the overtime requirement is met.

Should an insufficient number of electricians accept the overtime, then, as always, the junior qualified electrician(s) may be ordered to work the overtime in the following order: Facilities Department, EL&P, and then M of E.

When such overtime is required, the Carrier will advise the Hillside Facilities department IBEW representative who will immediately contact the IBEW representatives in the EL&P or M of E departments as necessary, in order to insure the overtime requirement is met.

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

Sincerely,

/s/ G.M. Moran
Acting Vice President – Labor Relations

I Concur:

/s/ Thomas F. Leibold, General Chairman

cc: S.M. Drayzen, D. George, P. Brock, R. Puciloski, E. Czarnecki, M. Tricoukes

APPENDIX Z

July 20, 2005

Mr. Edward J. Czarnecki, Jr., General Chairman
International Brotherhood of Electrical Workers
20 Jerusalem Avenue, Suite 204
Hicksville, New York 11801

Re: Long Island Rail Road/International Brotherhood of Electrical Workers Agreement Dated October 20, 1997 – Sick Leave Payment

Dear Mr. Czarnecki:

This is to confirm our understanding of the administration of the sick leave payout provision, paragraphs 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., employees hired prior to March 2, 1968) shall receive one day per month starting in the month following the month in which the bank was established. Such days shall be added to the number of sick days they are entitled to, in accordance with the chart in the parties' Collective Bargaining Agreement.
 - ii) Employees hired under "the new hire sick leave" provisions (i.e., Electricians hired after August 25, 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/ G.M. Moran
Vice President – Labor Relations

I CONCUR:

/s/ Edward J. Czarnecki, Jr., General Chairman
International Brotherhood of Electrical Workers

cc: M. Capone, S. Drayzen, R. Walsh, C. Munch

APPENDIX AA

November 20, 2006

Mr. Edward J. Czarnecki, Jr., General Chairman
International Brotherhood of Electrical Workers
20 Jerusalem Avenue, Suite 204
Hicksville, New York 11801

Re: Wheel Truing Work at Arch Street Facility

Dear Mr. Czarnecki:

As you are aware, Metro North Railroad has requested that the LIRR utilize its wheel truing facilities to assist with Metro North's high number of out of service cars that require wheel truing.

Given our own wheel truing needs at this time, we have identified the Arch Street Facility as a location that can be used for this purpose. However, the Arch Street Facility is presently leased to Bombardier for warranty work on various carriers' rolling stock. An understanding has been reached between this Carrier and Bombardier to provide us with the utilization of the wheel truer at Arch Street on a seven-day per week basis on second and third tricks. Given the fact that there are presently several open Electrician positions, we will not be able to advertise temporary, non-recurring Electrician Car Mover positions, thus, all Electrician Car Mover assignments will be covered on overtime. The IBEW agrees to make a good-faith effort to secure qualified individuals for this work.

We have also been advised that Bombardier's insurance policy may prevent LIRR Electrician Car Movers from performing moves within the Arch Street Shop. In the event that it is necessary to utilize Bombardier employee(s) to move cars within the shop, Carrier and the IBEW will identify the LIRR Electrician Car Movers who would have been selected for this work, and compensate them eight (8) hours at the straight time work for the missed opportunity.

LIRR employees in the PEMD maintenance gang will perform maintenance functions on the wheel truer while this machine is being utilized for the above-referenced work.

This Agreement is being made on a non-precedent basis due to the particular circumstances involved and it will not be cited by either party to this Agreement in the future, except for the purpose of enforcing this Agreement.

If you concur with the foregoing, please sign in the space provided and return a copy to my attention.

Sincerely,

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

I CONCUR:

/s/ Edward J. Czarnecki, General Chairman
IBEW

Date: November 28, 2006

cc: T. Stryjewski, A. Cosenza, J. Dietz, M. P. Sullivan, G.M. Moran, M. Capone, S. M. Drayzen, M. D. Chirillo

APPENDIX BB

February 14, 2006

Mr. Edward J. Czarnecki, Jr., General Chairman
International Brotherhood of Electrical Workers
20 Jerusalem Avenue, Suite 204
Hicksville, New York 11801

Re: Electrolysis Tester Qualifications and Rate of Pay

Dear Mr. Czarnecki:

This refers to our February 2, 2006 meeting concerning the qualifications and rates of pay of Electrolysis Testers.

As explained at our meeting, the present qualifications of Electrolysis Testers has remained the same since the early 1980s, despite the fact that the day-to-day responsibilities of this position have evolved significantly given changes in technology and requirements of the position..

For example, the detection of underground power cables utilizing complex electronic equipment, the testing of all protective rubber goods (gloves, sleeves, blankets) every 90 days to ensure compliance with ANSI and Carrier standards, including the repair and calibration of the testing equipment to ISO standards, the installation, troubleshooting and repair of control systems of all high tension and third rail electrically operated switches and the testing, analyzing and diagnosing of trouble electrical systems using recording meters, meggers, ductors and other applicable electrical testing equipment.

The Electrolysis Tester position is presently compensated at \$28.86 per hour. In recognition of the above-duties and the points listed below, we are proposing that the position's rate be changed to \$29.425 per hour, which is the same as the Substation Department's Supervisory Control Maintainer rate.

In exchange for the increased rate of pay, Carrier is proposing a 15-month lock-in period. This means that all employees who, subsequent to the signing of this Agreement, bid or bump into this position, must remain in the position for a period of at least 15 months from the date initially awarded the position. An employee may be released from the position if he is awarded a higher paying hourly position.

Once the initial 15-month requirement to remain in the position is satisfied, there will be no further obligation to remain in such position except as provided for in the controlling Agreement. Employees can request to be released from the aforementioned 15-month period by demonstrating a hardship as defined by the Family Medical Leave Act. Employees will present their request to the Department Head or his designated representative. Upon receipt of the above-referenced application, the Department Head or his designated representative will review and consider such request. The release from the 15-month period shall be at the discretion of the Department Head or his designated representative.

Additionally, only those employees who are qualified mechanics in either the High Tension, Substation, Electric Light and Power or Third Rail Departments and qualified as an Electrolysis Tester may apply for Electrolysis Tester Positions.

Electrolysis Tester positions may be bid for by both Electric Traction mechanics and Substation mechanics, however, Electric Traction mechanics will be given preference for an Electrolysis Tester position if the position is bid for by both Electric Traction and Substation mechanics, even if the Substation mechanic is senior to the Electric Traction mechanic. In the event no Electric Traction mechanics bid for an Electrolysis Tester position, the position will be awarded to the most senior qualified Substation electrician. Once awarded an Electrolysis Tester position, a Substation mechanic will have no bidding or bumping rights within the Electric Traction Department. The Substation mechanic will retain his roster position within the Substation Department and upon satisfying the lock-in period, he will retain bidding rights within the Substation Department.

If the foregoing correctly reflects our understanding, please sign in the space provided and return to my attention.

Very truly yours,

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

I CONCUR:
/s/ Edward J. Czarnecki, General Chairman

Date: February 24, 2006

cc: B.J. Finn, G.M. Moran, R.J. Puciloski, J.S. Collins, J.M. Biuso, K. Meilick, L. Kane, K. Layne, Labor Relations Staff

APPENDIX CC

March 2, 2006

Mr. Edward J. Czarnecki, Jr., General Chairman
International Brotherhood of Electrical Workers
20 Jerusalem Avenue, Suite 204
Hicksville, New York 11801

Re: DM/DE Traction Motors

Dear Mr. Czarnecki:

This letter is to inform you of Carrier's intent to begin the unit-of-exchange of the DM/DE AC traction motors.

It is the Carrier's contention that historically, only 1255/1261 DC traction motors were exclusively maintained/repared by Carrier forces. The Carrier has never maintained AC traction motors for any of our fleets.

In the past, D-77/78 DC traction motors were repaired, modified and/or maintained by both third party contractors and Carrier forces. Historic data confirms that both Carrier forces and third party contractors performed the rebuilding, modification and/or repair, including the unit-of-exchange of D-77/78 diesel locomotive traction motors without Organization concurrence.

So there is no misunderstanding going forward, should the Organization agree that the Carrier maintains the unilateral right to unit-of-exchange DM/DE locomotive traction motors with a third party contractor without Union concurrence, Carrier will agree that should the maintenance and repair of DM/DE traction motors be performed on Carrier property by Carrier forces, that the work will be performed by the same crafts that currently perform work on D-77/78 DC traction motors.

The Carrier maintains that the removal and replacement of the traction motors from the locomotive will remain the work of the class and crafts currently performing the work in accordance with the June 3, 1997 DM-30 Locomotives Jurisdiction of Work Award.

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

Sincerely,

/s/ Michael D. Chirillo
Director, Strategic Initiatives

I Concur:

/s/ E.J. Czarnecki, General Chairman

Date: March 8, 2006

cc: G. Moran, M. Capone, S. Drayzen, M. P. Sullivan, P. Sheeran, D.C. Mass

APPENDIX DD

December 14, 2007

Mr. Ricardo Sanchez
General Chairman
International Brotherhood of Electrical Workers
20 Jerusalem Avenue, Suite 204
Hicksville, NY 11801-4938

Re: Definition of Regular Wages

Dear Mr. Sanchez:

The Memorandum of Understanding dated December 14, 2007, in Article II, Section I 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. M. Drayzen
Vice President-Labor Relations

I agree:

Ricardo Sanchez, General Chairman
International Brotherhood of Electrical Workers

Blank

APPENDIX A

International Brotherhood of Electrical Workers

Maintenance of Equipment Department

Helpers

Title	Year	% Inc.	Rate	Progression For Night Differential *						Notes	
				100%	95%	90%	80%	75%	70%	No.	Eff.
Electrician - Helper (Occ: 7840 100) - \$0 SD	1/1/2006	3%	23.424	1.340	1.273	1.206	1.072	1.005	0.938		
	1/1/2007	4%	24.361	1.340	1.273	1.206	1.072	1.005	0.938	1	1/30/2008
	1/1/2008	3.5%	25.214	1.340	1.273	1.206	1.072	1.005	0.938		
	1/1/2009	3%	25.970	1.340	1.273	1.206	1.072	1.005	0.938		

New Hire Wage Progression Helper

1st	365	Calendar Days	70%
2nd	365	Calendar Days	75%
3rd	365	Calendar Days	80%
4th	365	Calendar Days	80%
5th	365	Calendar Days	90%
6th	365	Calendar Days	95%
After	2190	Calendar Days	100%

Apprentices

Title	Year	% Inc.	Rate	Progression For Night Differential *						Notes	
				100%	95%	90%	80%	75%	70%	No.	Eff.
Electrician (Apprentice) (Occ: 7830)	1/1/2006	3%	28.128	1.608	1.528	1.447	1.286	1.206	1.126		
	1/1/2007	4%	29.253	1.608	1.528	1.447	1.286	1.206	1.126	1	1/30/2008
	1/1/2008	3.5%	30.277	1.608	1.528	1.447	1.286	1.206	1.126		
	1/1/2009	3%	31.185	1.608	1.528	1.447	1.286	1.206	1.126		

New Hire Wage Progression Apprentice

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	90%
5th	240	Days of Compensated Service	95%
After	1,200	Days of Compensated Service	100%

Prior company service counts toward wage progression within craft only.

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

APPENDIX A

International Brotherhood of Electrical Workers

Maintenance of Equipment Department (Continued)

Mechanics

Title	Year	% Inc.	Rate	Progression For Night Differential *						Notes	
				100%	95%	90%	80%	75%	70%	No.	Eff.
Armature Winder (Occ: 7811)	1/1/2006	3%	28.418	1.625	1.544	1.463	1.300	1.219	1.138		
	1/1/2007	4%	29.555	1.625	1.544	1.463	1.300	1.219	1.138	1	1/30/2008
	1/1/2008	3.5%	30.589	1.625	1.544	1.463	1.300	1.219	1.138		
	1/1/2009	3%	31.507	1.625	1.544	1.463	1.300	1.219	1.138		
Electrician - Basic (Occ: 7810)	1/1/2006	3%	28.128	1.608	1.528	1.447	1.286	1.206	1.126		
	1/1/2007	4%	29.253	1.608	1.528	1.447	1.286	1.206	1.126	1	1/30/2008
	1/1/2008	3.5%	30.277	1.608	1.528	1.447	1.286	1.206	1.126		
	1/1/2009	3%	31.185	1.608	1.528	1.447	1.286	1.206	1.126		
Electrician Electronic Technician - Elect. Shop (Occ: 7813)	1/1/2006	3%	28.687	1.640	1.558	1.476	1.312	1.230	1.148		
	1/1/2007	4%	29.834	1.640	1.558	1.476	1.312	1.230	1.148	1	1/30/2008
	1/1/2008	3.5%	30.878	1.640	1.558	1.476	1.312	1.230	1.148		
	1/1/2009	3%	31.804	1.640	1.558	1.476	1.312	1.230	1.148		
Electrician Electronic Technician - M-3 Fleet (Occ: 7813)	5/12/2011		31.804	1.640	1.558	1.476	1.312	1.230	1.148		
										2	5/13/2011
Electrician Trainee (Occ: 7823)	10/11/2007		19.690						1.126	1	1/30/2008
	10/11/2007	4%	20.478						1.126	3	10/11/2007
	1/1/2008	3.5%	21.195						1.126		
	1/1/2009	3%	21.831						1.126		
Hi-Tech Diesel Locomotive Electrician (Occ 7808)	1/1/2006	3%	28.687	1.640	1.558	1.476	1.312	1.230	1.148	1	1/30/2008
	1/1/2007	4%	29.834	1.640	1.558	1.476	1.312	1.230	1.148	2	9/15/2005
	1/1/2008	3.5%	30.878	1.640	1.558	1.476	1.312	1.230	1.148		
	1/1/2009	3%	31.804	1.640	1.558	1.476	1.312	1.230	1.148		
Federal Inspector (Occ: 7809)	1/1/2006	3%	28.418	1.625	1.544	1.463	1.300	1.219	1.138		
	1/1/2007	4%	29.555	1.625	1.544	1.463	1.300	1.219	1.138	1	1/30/2008
	1/1/2008	3.5%	30.589	1.625	1.544	1.463	1.300	1.219	1.138		
	1/1/2009	3%	31.507	1.625	1.544	1.463	1.300	1.219	1.138		
Road Car Electrician (Occ: 7960)	1/1/2006	3%	28.978	1.658	1.575	1.492	1.326	1.244	1.161		
	1/1/2007	4%	30.137	1.658	1.575	1.492	1.326	1.244	1.161	1	1/30/2008
	1/1/2008	3.5%	31.192	1.658	1.575	1.492	1.326	1.244	1.161		
	1/1/2009	3%	32.128	1.658	1.575	1.492	1.326	1.244	1.161		

Notes:

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

2 - New position.

3 - New position as per 9/27/05 agreement, however, this new title and occupation code became effective 10/11/07.

New Hire Wage Progression Mechanic

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	90%
5th	240	Days of Compensated Service	95%
After	1200	Days of Compensated Service	100%
(Only Applicable to New Hire Mechanics)			

"Red Circled Employees" - Add
Differential to Applicable Basic Hourly
Rate

Prior company service counts toward
wage progression within craft only.

Position	Differential
Traction Motors (Shelves)	0.09
Generator Repairs	0.09
Tester	0.13
Air Conditioning	0.13

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

International Brotherhood of Electrical Workers

Maintenance of Way Department

Helpers

Title	Year	% Inc.	Rate	Progression For Night Differential *						Notes	
				100%	95%	90%	80%	75%	70%	No.	Eff.
Electrician - Helper (Occ: 8200 100) - \$0 SD	1/1/2006	3%	23.424	1.340	1.273	1.206	1.072	1.005	0.938		
	1/1/2007	4%	24.361	1.340	1.273	1.206	1.072	1.005	0.938	3	1/30/2008
	1/1/2008	3.5%	25.214	1.340	1.273	1.206	1.072	1.005	0.938		
	1/1/2009	3%	25.970	1.340	1.273	1.206	1.072	1.005	0.938		

Title	Year	% Inc.	Rate	Progression For Night Differential *						Notes	
				100%	95%	90%	80%	75%	70%	No.	Eff.
Electrician - Helper (When Track Car Pilot) (Occ. 8202)	1/1/2006	3%	24.517	1.402	1.332	1.262	1.122	1.052	0.981	1	7/24/2002
	1/1/2007	4%	25.498	1.402	1.332	1.262	1.122	1.052	0.981	2	11/10/2003
	1/1/2008	3.5%	26.390	1.402	1.332	1.262	1.122	1.052	0.981	3	1/30/2008
	1/1/2009	3%	27.182	1.402	1.332	1.262	1.122	1.052	0.981		

New Hire Wage Progression Helper

1st	365	Calendar Days	70%
2nd	365	Calendar Days	75%
3rd	365	Calendar Days	80%
4th	365	Calendar Days	80%
5th	365	Calendar Days	90%
6th	365	Calendar Days	95%
After	2,190	Calendar Days	100%

Apprentices

Title	Year	% Inc.	Rate	Progression For Night Differential *						Notes	
				100%	95%	90%	80%	75%	70%	No.	Eff.
Lineman - Cable Splicer (Apprentice) (Occ: 7930)	1/1/2006	3%	29.535	1.688	1.604	1.519	1.350	1.266	1.182		
	1/1/2007	4%	30.716	1.688	1.604	1.519	1.350	1.266	1.182	3	1/30/2008
	1/1/2008	3.5%	31.791	1.688	1.604	1.519	1.350	1.266	1.182		
	1/1/2009	3%	32.745	1.688	1.604	1.519	1.350	1.266	1.182		

New Hire Wage Progression Apprentice

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	90%
5th	240	Days of Compensated Service	95%
After	1,200	Days of Compensated Service	100%

Prior company service counts toward wage progression within craft only.

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

International Brotherhood of Electrical Workers

Maintenance of Way Department (Continued)

Mechanics

Title	Year	% Inc.	Rate	Progression For Night Differential *						Notes	
				100%	95%	90%	80%	75%	70%	No.	Eff.
Electrician - Basic (Occ: 7810)	1/1/2006	3%	28.128	1.608	1.528	1.447	1.286	1.206	1.126		
	1/1/2007	4%	29.253	1.608	1.528	1.447	1.286	1.206	1.126	3	1/30/2008
	1/1/2008	3.5%	30.277	1.608	1.528	1.447	1.286	1.206	1.126		
	1/1/2009	3%	31.185	1.608	1.528	1.447	1.286	1.206	1.126		
Electrician (When Track Car Pilot) (Occ: 7817)	1/1/2006	3%	29.221	1.608	1.528	1.447	1.286	1.206	1.126	1	7/24/2002
	1/1/2007	4%	30.390	1.608	1.528	1.447	1.286	1.206	1.126	3	1/30/2008
	1/1/2008	3.5%	31.454	1.608	1.528	1.447	1.286	1.206	1.126	4	12/22/2004
	1/1/2009	3%	32.398	1.608	1.528	1.447	1.286	1.206	1.126		
Electrolysis Tester (Occ: 7850)	1/1/2006	3%	28.128	1.608	1.528	1.447	1.286	1.206	1.126	3	1/30/2008
	2/14/2006		29.425	1.608	1.528	1.447	1.286	1.206	1.126	5	2/24/2006
	1/1/2007	4%	30.602	1.608	1.528	1.447	1.286	1.206	1.126		
	1/1/2008	3.5%	31.673	1.608	1.528	1.447	1.286	1.206	1.126		
	1/1/2009	3%	32.623	1.608	1.528	1.447	1.286	1.206	1.126		
Electrician - Motor Mechanic (Occ: 7810)	1/1/2006	3%	28.418	1.625	1.544	1.463	1.300	1.219	1.138		
	1/1/2007	4%	29.555	1.625	1.544	1.463	1.300	1.219	1.138	3	1/30/2008
	1/1/2008	3.5%	30.589	1.625	1.544	1.463	1.300	1.219	1.138		
	1/1/2009	3%	31.507	1.625	1.544	1.463	1.300	1.219	1.138		
Electrician - Motor Mechanic (When Track Car Pilot) (Occ: 7820)	1/1/2006	3%	29.510	1.625	1.544	1.463	1.300	1.219	1.138	1	7/24/2002
	1/1/2007	4%	30.690	1.625	1.544	1.463	1.300	1.219	1.138	3	1/30/2008
	1/1/2008	3.5%	31.764	1.625	1.544	1.463	1.300	1.219	1.138	4	12/22/2004
	1/1/2009	3%	32.717	1.625	1.544	1.463	1.300	1.219	1.138		
Electrician - Car Mover (Occ: 7812)	1/1/2006	3%	28.570	1.608	1.528	1.447	1.286	1.206	1.126		
	1/1/2007	4%	29.713	1.608	1.528	1.447	1.286	1.206	1.126	3	1/30/2008
	1/1/2008	3.5%	30.753	1.608	1.528	1.447	1.286	1.206	1.126		
	1/1/2009	3%	31.676	1.608	1.528	1.447	1.286	1.206	1.126		
Electrician Maintainer (Occ: 7810)	1/1/2006	3%	28.370	1.623	1.542	1.461	1.298	1.217	1.136		
	1/1/2007	4%	29.505	1.623	1.542	1.461	1.298	1.217	1.136	3	1/30/2008
	1/1/2008	3.5%	30.538	1.623	1.542	1.461	1.298	1.217	1.136		
	1/1/2009	3%	31.454	1.623	1.542	1.461	1.298	1.217	1.136		
Lineman - Cable Splicer (Occ: 7910)	1/1/2006	3%	29.535	1.688	1.604	1.519	1.350	1.266	1.182		
	1/1/2007	4%	30.716	1.688	1.604	1.519	1.350	1.266	1.182	3	1/30/2008
	1/1/2008	3.5%	31.791	1.688	1.604	1.519	1.350	1.266	1.182		
	1/1/2009	3%	32.745	1.688	1.604	1.519	1.350	1.266	1.182		
Lineman - Cable Splicer (When Track Car Pilot) (Occ: 7910)	1/1/2006	3%	30.628	1.688	1.604	1.519	1.350	1.266	1.182	1	7/24/2002
	1/1/2007	4%	31.853	1.688	1.604	1.519	1.350	1.266	1.182	3	1/30/2008
	1/1/2008	3.5%	32.968	1.688	1.604	1.519	1.350	1.266	1.182	4	12/22/2004
	1/1/2009	3%	33.957	1.688	1.604	1.519	1.350	1.266	1.182		
Rotary Tender (Occ: 7810)	1/1/2006	3%	23.928	1.370	1.302	1.233	1.096	1.028	0.959		
	1/1/2007	4%	24.885	1.370	1.302	1.233	1.096	1.028	0.959	3	1/30/2008
	1/1/2008	3.5%	25.756	1.370	1.302	1.233	1.096	1.028	0.959		
	1/1/2009	3%	26.529	1.370	1.302	1.233	1.096	1.028	0.959		
Supervisory Control Maintainer (Occ: 7815)	1/1/2006	3%	29.425	1.683	1.599	1.515	1.346	1.262	1.178		
	1/1/2007	4%	30.602	1.683	1.599	1.515	1.346	1.262	1.178	3	1/30/2008
	1/1/2008	3.5%	31.673	1.683	1.599	1.515	1.346	1.262	1.178		
	1/1/2009	3%	32.623	1.683	1.599	1.515	1.346	1.262	1.178		

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

International Brotherhood of Electrical Workers

Maintenance of Way Department (Continued)

Mechanics - Continued

Title	Year	% Inc.	Rate	Progression For Night Differential *						Notes	
				100%	95%	90%	80%	75%	70%	No.	Eff.
Third Rail Man (Occ: 7980)	1/1/2006	3%	28.370	1.623	1.542	1.461	1.298	1.217	1.136		
	1/1/2007	4%	29.505	1.623	1.542	1.461	1.298	1.217	1.136	3	1/30/2008
	1/1/2008	3.5%	30.538	1.623	1.542	1.461	1.298	1.217	1.136		
	1/1/2009	3%	31.454	1.623	1.542	1.461	1.298	1.217	1.136		
Third Rail Man - (When Track Car Pilot) (Occ: 7980)	1/1/2006	3%	29.463	1.623	1.542	1.461	1.298	1.217	1.136	1	7/24/2002
	1/1/2007	4%	30.642	1.623	1.542	1.461	1.298	1.217	1.136	3	1/30/2008
	1/1/2008	3.5%	31.714	1.623	1.542	1.461	1.298	1.217	1.136	4	12/22/2004
	1/1/2009	3%	32.665	1.623	1.542	1.461	1.298	1.217	1.136		

Notes:

- 1 - Effective 7/24/02, granted skill differential of \$1.00 per hour added to rate of position when not Track Car Pilot.
- 2 - New position effective 11/10/03 - Not anticipated that a Helper would be TCP qualified when 7/24/02 Agreement implemented.
- 3 - 2008 Rates commenced 1/30/08. Backpay period 1/1/07-1/29/08.
- 4 - TCP night differentials revised effective 12/22/2004; erroneously increased when additional TCP rate was calculated.
- 5 - Rate of pay increased.

"Red Circled Employees"

Lineman - Cable Splicer Add
.158 Differential Per Hour to Basic
Daily Rate

Prior company service counts
toward wage progression
within craft only.

New Hire Wage Progression Mechanic

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	90%
5th	240	Days of Compensated Service	95%
After	1200	Days of Compensated Service	100%

(Only Applicable to New Hire Mechanics)

ALL PROGRESSION RATES ARE AVAILABLE IN THE KRONOS SYSTEM

Methodology for Progression Rates for TCP: Take the 2002 Non TCP Rate multiply by progression and round to the third decimal. Then add \$1.00 (7/24/02 skill) and multiply by 1.03 (3% wage increase) to come up with the 2004 rate. To calculate the 2005 rate, take the established 2004 rate and multiply by 1.03 (3% wage increase) and round to third decimal. To calculate the 2006 rate, take the established 2005 rate and multiply by 1.03 (3% wage increase) and round to the third decimal.

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

International Brotherhood of Electrical Workers

Maintenance of Way Department - Truck Driver Rates

Title	Year	% Inc.	Rate	Progression For Night Differential *						Notes	
				100%	95%	90%	80%	75%	70%	No.	Eff.
Electrician - Motor Mechanic (Occ: 7810)	1/1/2006	3%	28.860	1.625	1.544	1.463	1.300	1.219	1.138		
	1/1/2007	4%	30.014	1.625	1.544	1.463	1.300	1.219	1.138	2	1/30/2008
	1/1/2008	3.5%	31.064	1.625	1.544	1.463	1.300	1.219	1.138		
	1/1/2009	3%	31.996	1.625	1.544	1.463	1.300	1.219	1.138		
Electrician - Motor Mechanic (When Track Car Pilot) (Occ: 7821)	1/1/2006	3%	29.952	1.625	1.544	1.463	1.300	1.219	1.138	1	7/24/2004
	1/1/2007	4%	31.150	1.625	1.544	1.463	1.300	1.219	1.138	2	1/30/2008
	1/1/2008	3.5%	32.240	1.625	1.544	1.463	1.300	1.219	1.138	3	12/22/2004
	1/1/2009	3%	33.207	1.625	1.544	1.463	1.300	1.219	1.138		
Electrician - Truck (Occ: 7810)	1/1/2006	3%	28.570	1.608	1.528	1.447	1.286	1.206	1.126		
	1/1/2007	4%	29.713	1.608	1.528	1.447	1.286	1.206	1.126	2	1/30/2008
	1/1/2008	3.5%	30.753	1.608	1.528	1.447	1.286	1.206	1.126		
	1/1/2009	3%	31.676	1.608	1.528	1.447	1.286	1.206	1.126		
Electrician - Truck (When Track Car Pilot) (Occ: 7819)	1/1/2006	3%	29.663	1.608	1.528	1.447	1.286	1.206	1.126	1	7/24/2002
	1/1/2007	4%	30.850	1.608	1.528	1.447	1.286	1.206	1.126	2	1/30/2008
	1/1/2008	3.5%	31.930	1.608	1.528	1.447	1.286	1.206	1.126	3	12/22/2004
	1/1/2009	3%	32.888	1.608	1.528	1.447	1.286	1.206	1.126		
Lineman - Cable Splicer (Occ: 7911)	1/1/2006	3%	29.977	1.688	1.604	1.519	1.350	1.266	1.182		
	1/1/2007	4%	31.176	1.688	1.604	1.519	1.350	1.266	1.182	2	1/30/2008
	1/1/2008	3.5%	32.267	1.688	1.604	1.519	1.350	1.266	1.182		
	1/1/2009	3%	33.235	1.688	1.604	1.519	1.350	1.266	1.182		
Lineman - Cable Splicer (When Track Car Pilot) (Occ: 7910)	1/1/2006	3%	31.070	1.688	1.604	1.519	1.350	1.266	1.182	1	7/24/2002
	1/1/2007	4%	32.313	1.688	1.604	1.519	1.350	1.266	1.182	2	1/30/2008
	1/1/2008	3.5%	33.444	1.688	1.604	1.519	1.350	1.266	1.182	3	12/22/2004
	1/1/2009	3%	34.447	1.688	1.604	1.519	1.350	1.266	1.182		
Third Rail Man (Occ: 7980)	1/1/2006	3%	28.813	1.623	1.542	1.461	1.298	1.217	1.136		
	1/1/2007	4%	29.966	1.623	1.542	1.461	1.298	1.217	1.136	2	1/30/2008
	1/1/2008	3.5%	31.015	1.623	1.542	1.461	1.298	1.217	1.136		
	1/1/2009	3%	31.945	1.623	1.542	1.461	1.298	1.217	1.136		
Third Rail Man - (When Track Car Pilot) (Occ: 7980)	1/1/2006	3%	29.906	1.623	1.542	1.461	1.298	1.217	1.136	1	7/24/2002
	1/1/2007	4%	31.102	1.623	1.542	1.461	1.298	1.217	1.136	2	1/30/2008
	1/1/2008	3.5%	32.191	1.623	1.542	1.461	1.298	1.217	1.136	3	12/22/2004
	1/1/2009	3%	33.157	1.623	1.542	1.461	1.298	1.217	1.136		

Notes:

- 1 - Skill differential of \$1.00 added to rate of position when not Track Car Pilot.
- 2 - 2008 Rates commenced 1/30/2008. Backpay period 1/1/2007-1/29/2008.
- 3 - TCP night differentials revised effective 12/22/2004; erroneously increased when additional TCP rate was calculated.

Note - These Rates Are Only Applicable To Truck Driver Positions

New Hire Wage Progression Mechanic

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	90%
5th	240	Days of Compensated Service	95%
After	1,200	Days of Compensated Service	100%
(Only Applicable to New Hire Mechanics)			

Prior company service counts toward wage progression within craft only.

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

International Brotherhood of Electrical Workers

Maintenance of Way Department - Truck Driver Rates (Continued)

ALL PROGRESSION RATES ARE AVAILABLE IN THE KRONOS SYSTEM

Methodology for Progression Rates for TCP:

Take the 2002 Non TCP Rate multiplied by progression and round to the third decimal. Then add \$1.00 (7/24/02 skill) and multiply by 1.03 (3% wage increase) to come up with the 2004 rate. To calculate the 2005 rate, take the established 2004 rate and multiply it by 1.03 (3% wage increase) and round to the third decimal. To calculate the 2006 rate, you take the established 2005 rate and multiply by 1.03 (3% wage increase) and round to the third decimal.

Maintenance of Way Department - Relief Truck Driver Rates

Title	Year	% Inc.	Rate	Progression For Night Differential *						Notes	
				100%	95%	90%	80%	75%	70%	No.	Eff.
Electrician - Motor Mechanic (Occ: 7810)	1/1/2006	3%	28.650	1.625	1.544	1.463	1.300	1.219	1.138		
	1/1/2007	4%	29.796	1.625	1.544	1.463	1.300	1.219	1.138	2	1/30/2008
	1/1/2008	3.5%	30.839	1.625	1.544	1.463	1.300	1.219	1.138		
	1/1/2009	3%	31.764	1.625	1.544	1.463	1.300	1.219	1.138		
Electrician - Motor Mechanic (When Track Car Pilot) (Occ: 7822)	1/1/2006	3%	29.743	1.625	1.544	1.463	1.300	1.219	1.138	1	7/24/2002
	1/1/2007	4%	30.933	1.625	1.544	1.463	1.300	1.219	1.138	2	1/30/2008
	1/1/2008	3.5%	32.016	1.625	1.544	1.463	1.300	1.219	1.138	3	12/22/2004
	1/1/2009	3%	32.976	1.625	1.544	1.463	1.300	1.219	1.138		
Electrician - Truck (Occ: 7810)	1/1/2006	3%	28.357	1.608	1.528	1.447	1.286	1.206	1.126		
	1/1/2007	4%	29.491	1.608	1.528	1.447	1.286	1.206	1.126	2	1/30/2008
	1/1/2008	3.5%	30.523	1.608	1.528	1.447	1.286	1.206	1.126		
	1/1/2009	3%	31.439	1.608	1.528	1.447	1.286	1.206	1.126		
Electrician - Truck (When Track Car Pilot) (Occ: 7818)	1/1/2006	3%	29.450	1.608	1.528	1.447	1.286	1.206	1.126	1	7/24/2002
	1/1/2007	4%	30.628	1.608	1.528	1.447	1.286	1.206	1.126	2	1/30/2008
	1/1/2008	3.5%	31.700	1.608	1.528	1.447	1.286	1.206	1.126	3	12/22/2004
	1/1/2009	3%	32.651	1.608	1.528	1.447	1.286	1.206	1.126		
Lineman - Cable Splicer (Occ: 7910)	1/1/2006	3%	29.766	1.688	1.604	1.519	1.350	1.266	1.182		
	1/1/2007	4%	30.957	1.688	1.604	1.519	1.350	1.266	1.182	2	1/30/2008
	1/1/2008	3.5%	32.040	1.688	1.604	1.519	1.350	1.266	1.182		
	1/1/2009	3%	33.001	1.688	1.604	1.519	1.350	1.266	1.182		
Lineman - Cable Splicer (When Track Car Pilot) (Occ: 7910)	1/1/2006	3%	30.859	1.688	1.604	1.519	1.350	1.266	1.182	1	7/24/2002
	1/1/2007	4%	32.093	1.688	1.604	1.519	1.350	1.266	1.182	2	1/30/2008
	1/1/2008	3.5%	33.216	1.688	1.604	1.519	1.350	1.266	1.182	3	12/22/2004
	1/1/2009	3%	34.212	1.688	1.604	1.519	1.350	1.266	1.182		
Third Rail Man (Occ: 7980)	1/1/2006	3%	28.603	1.623	1.542	1.461	1.298	1.217	1.136		
	1/1/2007	4%	29.747	1.623	1.542	1.461	1.298	1.217	1.136	2	1/30/2008
	1/1/2008	3.5%	30.788	1.623	1.542	1.461	1.298	1.217	1.136		
	1/1/2009	3%	31.712	1.623	1.542	1.461	1.298	1.217	1.136		
Third Rail Man - (When Track Car Pilot) (Occ: 7980)	1/1/2006	3%	29.696	1.623	1.542	1.461	1.298	1.217	1.136	1	7/24/2002
	1/1/2007	4%	30.884	1.623	1.542	1.461	1.298	1.217	1.136	2	1/30/2008
	1/1/2008	3.5%	31.965	1.623	1.542	1.461	1.298	1.217	1.136	3	12/22/2004
	1/1/2009	3%	32.924	1.623	1.542	1.461	1.298	1.217	1.136		

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

International Brotherhood of Electrical Workers

Maintenance of Way Department - Relief Truck Driver Rates (Continued)

Notes:

- 1 - Skill differential of \$1.00 added to rate of position when not Track Car Pilot.
- 2 - 2008 Rates commenced 1/30/08. Backpay period 1/1/07-1/29/08.
- 3 - TCP night differentials revised effective 12/22/2004; erroneously increased when additional TCP rate was calculated.

Note - These Rates Are Only Applicable To Truck Driver Positions

New Hire Wage Progression Mechanic

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	90%
5th	240	Days of Compensated Service	95%
After	1200	Days of Compensated Service	100%

(Only Applicable to New Hire Mechanics)

Prior company service counts toward wage progression within craft only.

ALL PROGRESSION RATES ARE AVAILABLE IN THE KRONOS SYSTEM

Methodology for Progression Rates for TCP:

Take the 2002 Non TCP Rate multiply by progression and round to the third decimal. Then add \$1.00 (7/24/02 skill) and multiply by 1.03 (3% wage increase) to come up with the 2004 rate. To calculate the 2005 rate, take the established 2004 rate and multiply it by 1.03 (3% wage increase) and round it to the third decimal. To calculate the 2006 rate, you take the established 2005 rate and multiply by 1.03 (3% wage increase) and round to the third decimal.

Maintenance of Way Department - Electric Traction Crane Operators

Title	Year	% Inc.	Rate	Progression For Night Differential *						Notes	
				100%	95%	90%	80%	75%	70%	No.	Eff.
Track Car Pilot Crane Operator (Occ: 7825)	11/29/2007		32.237	1.844	1.752	1.660	1.475	1.383	1.291	1	12/4/2007
	11/29/2007	4%	33.526	1.844	1.752	1.660	1.475	1.383	1.291	2	12/4/2007
	1/1/2008	3.5%	34.699	1.844	1.752	1.660	1.475	1.383	1.291	3	12/4/2007
	1/1/2009	3%	35.740	1.844	1.752	1.660	1.475	1.383	1.291	4	1/30/2008
Relief Crane Operator (Occ: 7826)	11/29/2007		31.072	1.777	1.688	1.599	1.422	1.333	1.244	1	12/4/2007
	11/29/2007	4%	32.315	1.777	1.688	1.599	1.422	1.333	1.244	2	12/4/2007
	1/1/2008	3.5%	33.446	1.777	1.688	1.599	1.422	1.333	1.244	3	12/4/2007
	1/1/2009	3%	34.449	1.777	1.688	1.599	1.422	1.333	1.244	4	1/30/2008

Notes:

- 1 - New title effective 12/4/2007 implemented from the 11/29/2007 letter agreement.
- 2 - Effective 12/4/2007, Crane Operators and Relief Crane Operators will together have their own vacation roster.
- 3 - Track Car Pilot Crane Operators and Relief Crane Operators will be subject to a "Training Commitment" effective with the commencement of Phase I Training and for a period of 12 months from the date of completion of Phase II Training/Break-In Period. This means the employee is required to remain qualified and in a Track Car Pilot Crane Operator or Relief Crane Operator position for 12 months following the completion of the Phase II Training/Break-In Period.
- 4 - 2008 Rates commenced 1/30/08. Backpay period 1/1/07-1/29/08.

New Hire Wage Progression Crane Operators

1st	365	Calendar Days	70%
2nd	365	Calendar Days	75%
3rd	365	Calendar Days	80%
4th	365	Calendar Days	90%
5th	365	Calendar Days	95%
After	1825	Calendar Days	100%

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