

AGREEMENT

Entered into by and between

THE LONG ISLAND RAIL ROAD COMPANY

and

EQUIPMENT AND COST CONTROL SUPERVISORS

Represented By:

INDEPENDENT RAILWAY SUPERVISORS ASSOCIATION

RULES UPDATED THROUGH

December 31, 2010

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THE LONG ISLAND RAIL ROAD COMPANY

and

EQUIPMENT AND COST CONTROL SUPERVISORS

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RULES UPDATED THROUGH

DECEMBER 31, 2010

Including

AGREEMENT OF

MARCH 31, 2008

and

Rates of Pay Effective
2009

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AGREEMENT BETWEEN
THE LONG ISLAND RAIL ROAD COMPANY
AND
EQUIPMENT AND COST CONTROL SUPERVISORS

As represented by

INDEPENDENT RAILWAY SUPERVISORS ASSOCIATION

As certified by NMB Decision Case #R-6131 dated August 14, 1992

ARTICLE 1 - WAGES

(a)(1) Effective on the first day of the month following ratification of this Agreement (10-01-86), all employees will be placed on the pay plan applicable to non-represented MPA employees.

Future pay adjustments will be made in accordance with the MPA pay plan based upon the criteria in the plan.

Employees will have an initial review date one year after the effective date of this article, unless changed in accordance with the pay plan.

(b) Appendix A sets forth the positions covered by this Agreement, the point value of each position, the 2009 midpoint and salary range, and the minimum and maximum rates for purposes of implementation of this Agreement. For all actions after the implementation of this Agreement, whether hiring or promotion, the normal procedures for determining salary will apply.

ARTICLE 2 - LEAVE

(a) Employees will be granted vacations, sick leave, personal leave, bereavement leave, and any other type of paid or unpaid leave in accordance with the LIRR Corporate Policies and Procedures governing leave for non-represented MPA employees.

(b) Personal Days - Employees who, on the date of final ratification (09-26-86), are entitled to a fourth or fifth day of personal leave will continue to receive a fourth or fifth day of personal leave. Employees who receive a fourth day will not be eligible to receive a fifth day based on future service. In the event the MPA Personal Leave Policy is amended in the future to provide a fourth or fifth day, employees who are grandfathered under this provision will receive the greater of the MPA or grandfathered personal leave days. All other employees, and all future employees, will receive personal leave in accordance with the MPA Personal Leave Policy.

(c) Vacation - All current employees will qualify for vacation on the basis of one day of compensated service, and will continue to enjoy that right while in a position covered by this Agreement. All future employees will qualify in accordance with the MPA Vacation Policy.

ARTICLE 3 - HEALTH AND WELFARE BENEFITS

(a) Employees will be granted all health and welfare benefits applicable to non-represented MPA employees. Employees who retire from the Carrier's service will receive the retiree benefits applicable to non-represented MPA retirees.

(b) The Carrier will utilize all existing reserves held for the benefit of IRSA (**Note:** IRSA replaced ARSA Lodge 5077 by NMB Certification #R-6131) to provide the following benefit:

For employees represented by IRSA who retired between January 1, 1983, and the effective date of this Agreement, the Carrier will provide the physicians, hospital, and major medical coverage available to non-represented MPA retirees. The Carrier's contribution shall be limited to \$113.89 per month per employee for physician's coverage, \$68.54 for major medical, and \$34.42 for additional benefits as a result of this Agreement. The retiree's contribution shall be the balance above the Carrier's contribution necessary to purchase these benefits.

ARTICLE 4 - PENSIONS

Employees will receive the same pension plan as is applicable to non-represented employees.

Employees will be eligible to participate in the MTA Deferred Compensation Plan.

ARTICLE 5 - OVERTIME AND SHIFT DIFFERENTIAL

Rates of pay established under this Agreement include all compensation for overtime and shift differential payments. No additional compensation will be allowed.

The Carrier will, to the extent practicable, assign overtime work among all employees in a job title on an equitable basis.

ARTICLE 6 - HOURS OF WORK

Each employee will be assigned to a normal schedule of five consecutive workdays, with two consecutive relief days. It is agreed that additional work may be assigned by the Carrier without additional compensation.

When an employee who has specific hours of work is required to change his/her work hours, he/she will, if possible, be given five-(5) days' notice of the change in hours. When such is not able to be given, then the notice shall be the maximum notice the Carrier is able to give.

ARTICLE 7 - GRIEVANCE PROCEDURE

(a) When it is considered that an injustice has been done with respect to any matter arising under this Agreement, the employee affected or the duly accredited representative, on his/her behalf must within twenty (20) days from the date of the occurrence of the alleged injustice, present the case, in writing, to the Department Head or his/her representative. The Carrier shall respond to a claim or grievance within twenty (20) business days after receipt. Should the Carrier fail to respond within said twenty (20) business days, the claim will automatically proceed to the next step. If the decision of such officer, which shall be in writing, is unsatisfactory, such decision may then be appealed by the employee affected or by the duly accredited representative, on his/her behalf, to the highest official of the Carrier who is designated to handle such appeals within 20 days. Controversial matters on which the duly accredited representatives and the Department Head are unable to reach agreement may be handled by the General Chairman of the Association or his/her designated representative with the highest official of the Carrier who is designated to handle such disputes. Should a discipline hearing be transcribed, a copy of same shall be provided to the Organization.

(b) In handling any claims raised under any MPA policy or procedure, the Carrier's interpretation of this policy or procedure shall be binding in any procedure under Section 3 of the Railway Labor Act, except as hereinafter provided. Review by a board shall be limited to the question of whether the policy or procedure has been applied consistently with the Carrier's interpretation, whether the Carrier's actions have been arbitrary or capricious, or have been taken in a discriminatory manner. Should a discipline hearing be transcribed, a copy of same shall be provided to the Organization.

(c) The decision of the highest official of the Carrier who is designated to handle claims shall be final and binding, unless within 180 days from the date of said officer's decision proceedings are instituted by the employee who his/her duly authorized representative before the National Railroad Adjustment Board or a local board of adjustment that has been agreed to by the parties hereto.

In the event a grievance is processed to arbitration, the parties agree that prior to the first day of hearing, each side will provide to the other copies of documents to be used and a list of witnesses who may testify. Unanticipated witnesses or documents not exchanged prior to the hearing, may nevertheless be used by the parties at the hearing.

ARTICLE 8 - DISCIPLINE

(a) Giving due effect and regard for the status of the employees covered by this Agreement as subordinate officials of the Carrier, necessity for disciplinary action should never arise. However, in the event a problem arises which possibly could result in disciplinary action against any employee covered by this Agreement, the employee involved will be afforded an informal hearing at which he/she may have a duly accredited representative present.

No charge will be made that involves any offense of which the employee's Department Head has actual knowledge for more than thirty (30) calendar days.

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

(c) Disciplinary actions may be appealed through the grievance procedure.

Expungement of Discipline

(d) The following rule shall apply regarding the expungement of discipline from an employee's file:

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

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

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

(4) Letters of Warning issued to an employee may be removed after twenty-four (24) months provided the employee has had no other warning letters or disciplinary action during said period.

ARTICLE 9 - EMPLOYEE PROTECTION

Employees of the Carrier who transfer into positions covered by this Agreement shall serve a probationary period of one (1) year measured from the first day the employee is placed in his/her position.

Employees covered by this Agreement will not be involuntarily demoted except for cause.

For employees having a company seniority date prior to January 1, 1998, if the employee's job is abolished, the Carrier will assign the employee to a new position commensurate with the employee's knowledge, skills, and ability, and will maintain the employee's existing salary rate in the new position. The Carrier will provide any additional training necessary.

Employees may voluntarily request the right to return to any other craft or class in which they hold seniority. The Carrier will honor all such requests.

The Carrier shall publish a seniority roster on an annual basis based on the first to last date of employment for each employee in the job titles covered by this Agreement.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

Section 1 - Carrier policies and procedures for reimbursement of employees when required to use their private vehicles for official business shall apply.

Section 2 - Foul weather gear and parkas shall be provided to employees needing it in accordance with Carrier policies and procedures applicable to non-represented MPA employees.

Section 3 - Employees will be allowed meal allowances in accordance with Carrier policy covering non-represented MPA employees.

ARTICLE 10A - AMERICANS WITH DISABILITIES ACT

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

ARTICLE 11 - NO STRIKE CLAUSE

Neither the Organization nor the employees shall engage in any strike, slow down, stoppage of work, willful abstinence from performance of duties (in whole or in part), or other concerted activity.

ARTICLE 11A - UNION SHOP AND DUES DEDUCTION

Current agreement provisions for the Union Shop and Dues Deduction will continue in full force and effect, provided however, that an employee shall be deemed to have complied with such union shop agreement if he/she arranges to pay, as an agency fee payer, periodic dues, initiation fees, and assessments (but not included fines and penalties) which are generally and lawfully required of members.

ARTICLE 12 - RESERVED RIGHTS

The Carrier shall have the right to alter, amend, rescind or promulgate personnel policies and procedures for non-represented MPA employees. All such changes shall apply equally to MPA employees and to employees represented by IRSA (**Note:** IRSA replaced ARSA Lodge 5077 by NMB Certification #R-6131).

The Carrier agrees, where possible, to provide the Organization with thirty (30) days' written notice of change to LIRR Corporate Policies and Procedures for non-represented MPA employees. However, the Carrier shall not be under any obligation to negotiate such changes.

ARTICLE 13 - ABROGATION OF AGREEMENT

This Agreement will constitute the full and final agreement between the parties.

All prior agreements are abrogated, effective on the effective date of this Agreement.

ARTICLE 14 - MORATORIUM

There will be a moratorium on the service of Notice pursuant to Section 6 of the Railway Labor Act by either party until January 1, 2010 not to be effective before June 16, 2010.

This Agreement is subject to ratification by the Organization and by the Board of the Metropolitan Transportation Authority.

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

APPENDIX B

UNION SHOP AND CHECK OFF

Representative Copy of All IRSA Crafts (Excluding Gang Foremen)

This Agreement is entered into this 1st day of September, 1967, by and between The Long Island Rail Road Company and the American Railway Supervisors' Association (Foremen, Assistant Foremen), now Independent Railway Supervisors' Association. (**Note:** IRSA replaced ARSA by NMB Certification #R-6131)

IT IS AGREED:

Section 1

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the carriers 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/she 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 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 as 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 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 leave of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-servicemen shall be handled in accordance with Company policy.

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

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

Section 4

Nothing in this Agreement shall require an employee to become or to remain a member of the organization, if such membership is not available to such employee upon the same terms and conditions as are generally

applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Agreement, dues, fees, and assessments shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organization unit.

Section 5

(a) Each employee covered by the provisions of this Agreement shall be considered by a carrier to have met the requirements of the Agreement unless and until such carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this Agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and the organization involved and the form shall make provision for specifying the reasons for the allegation of noncompliance. 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/she 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/her 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 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/her 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/her 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 of such appeal is that the employee has not complied with the terms of this Agreement, his/her 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/her designated representative, the Chief Executive of the organization or his/her designated representative, and the employee involved or his/her 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 appeal 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/her appointment and shall be final and binding upon the parties. The Carrier, the employee, and the organization shall be promptly advised thereof in writing by Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the organization and the employee.

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

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

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

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

Section 6

Other provisions of this Agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty (60) calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety (90) calendar days from the 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 Section 5 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/she held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the Carrier and the organization involved.

Section 7

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

If the final determination under Section 5 of this Agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the carriers predicated upon any action taken by the carrier in applying or complying with this Agreement or upon an alleged violation, misapplication or non-compliance with any provisions 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/her continuance in service shall give rise to no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Agreement.

Section 8

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

Section 9

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

Section 10

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

Section 11

This Agreement shall become effective on September 1, 1967, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signatures not reproduced.

APPENDIX C

Agreement entered into this 1st day of September, 1967, by and between the Long Island Rail Road Company, hereinafter referred to as the "Carrier," and the American Railway Supervisors Association, now Independent Railway Supervisors Association, hereinafter referred to as the "Association." (Note: IRSA replaced ARSA by NMB Certification #R-6131)

IT IS AGREED:

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

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

3. Revocation of Assignment shall be in the form specified in Attachment "B" hereto and both the Assignment and Revocation of Assignment forms shall be furnished as necessary by the Association without cost to the Carrier. The Association shall assume the full responsibility for the procurement of the execution of said forms by employees and for the delivery of said forms to the Auditor of Disbursements of the Carrier.

4. The Treasurer of the Association shall furnish to the Auditor of Disbursements of the Carrier, on or before the 10th day of the month, a statement in triplicate, certified by him, showing the sums so due from each such employee to apply to deductions to be made from wages earned by such employee for the third payroll period of the same month. Statement shall be arranged in alphabetical order with the name shown -- first name or initials first and the same as names are shown on pay drafts and I.B.M. Employees Numbers. Names to be added or removed shall be furnished by the aforesaid Treasurer in the same form as the original statement.

5. Deductions as provided for herein will be made monthly by the Carrier from wages due employees for the third pay period in each calendar month and the carrier will, subject to the provisions of this Agreement, by voucher payable to the order of the Association, pay to the Treasurer the total amount of such deductions on or before the last day of each calendar month for deductions made from wages due and payable for the third pay period of the current month. Receipt of such voucher by the Treasurer shall fully discharge the Carrier in respect to all amounts covered thereby.

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

7. (a) If the earnings of an employee in the third pay period are insufficient to permit full amount of deduction, no deduction will be made in the current month.

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

Federal, State and Municipal taxes (Federal Income Tax, Railroad Retirement Tax, New York State Income Tax)

Overpayments

Unemployment and Sickness Benefits Withheld.

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

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

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

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

12. This Agreement shall become effective September 1, 1967, and shall remain in effect thereafter until revised or terminated in the manner prescribed by the provisions of the Railway Labor Act, as amended.

Signatures not reproduced.

CHECK-OFF AGREEMENT BETWEEN
THE LONG ISLAND RAIL ROAD COMPANY
AND
AMERICAN RAILWAY SUPERVISORS ASSOCIATION, NOW INDEPENDENT
RAILWAY SUPERVISORS ASSOCIATION
(Note: IRSA replaced ARSA by NMB Certification #R-6131)

ATTACHMENT "A"
(UPDATED AS OF DECEMBER 31, 2010)

DEPT. _____ OCCUPATION _____

SOCIAL SECURITY NO. _____

PRINT LAST NAME _____ FIRST NAME _____ INITIAL _____

PRINT HOME ADDRESS _____ NUMBER AND STREET _____

TOWN _____ STATE _____ ZIP _____

MANAGER OF DISBURSEMENTS ACCOUNTING,
THE LONG ISLAND RAIL ROAD COMPANY

I hereby assign to the Independent Railway Supervisors Association, 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 period dues), as reported to the Carrier by the Financial Secretary-Treasurer of the Independent Railway Supervisors Association, or his/her successors in monthly statements, certified by him/her, as provided under the Deduction Agreement entered into by and between the Organization and the Carrier on September 1, 1967, and I hereby authorize the Carrier to deduct from my wages all such sums and pay them over to such designated representative of the Organization in accordance with said Deduction Agreement.

I understand that if I do not revoke this Agreement by executing a revocation form, as provided in paragraph 2 of the aforesaid Deduction Agreement within fifteen (15) days after the end of one year from the date of the execution hereof, this assignment shall be considered as re-executed and may not be revoked by me for an additional period of one year, unless within such year the aforesaid Deduction Agreement or the Rules and Working Conditions Agreement is terminated, and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until I shall execute a revocation form within fifteen (15) days after the end of any such year.

Date _____

Signature _____

CHECK-OFF AGREEMENT BETWEEN
THE LONG ISLAND RAIL ROAD COMPANY
AND
AMERICAN RAILWAY SUPERVISORS ASSOCIATION, NOW INDEPENDENT RAILWAY
SUPERVISORS ASSOCIATION

(Note: IRSA replaced ARSA by NMB Certification #R-6131)

ATTACHMENT "B"
(UPDATED AS OF DECEMBER 31, 2010)

DEPT. _____ OCCUPATION _____

SOCIAL SECURITY NO. _____

PRINT LAST NAME _____ FIRST NAME _____ INITIAL _____

PRINT HOME ADDRESS _____ NUMBER AND STREET _____

TOWN _____ STATE _____ ZIP _____

MANAGER OF DISBURSEMENTS ACCOUNTING,
THE LONG ISLAND RAIL ROAD COMPANY

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

Date _____

Signature _____

CHECK-OFF AGREEMENT BETWEEN
 THE LONG ISLAND RAIL ROAD COMPANY
 AND AMERICAN RAILWAY SUPERVISORS ASSOCIATION, NOW INDEPENDENT RAILWAY
 SUPERVISORS ASSOCIATION

(Note: IRSA replaced ARSA by NMB Certification #R-6131)

ATTACHMENT "C"
 (UPDATED AS OF DECEMBER 31, 2010)

DEPT. _____ OCCUPATION _____

SOCIAL SECURITY NO. _____

PRINT LAST NAME _____ FIRST NAME _____ INITIAL _____

PRINT HOME ADDRESS _____ NUMBER AND STREET _____

TOWN _____ STATE _____ ZIP _____

MANAGER OF DISBURSEMENTS ACCOUNTING,
 THE LONG ISLAND RAIL ROAD COMPANY

The undersigned, Financial Secretary-Treasurer, Independent Railway Supervisors Association, 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 Independent Railway Supervisors Association, 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/her name.

Financial Secretary-Treasurer
 For Company Use Only

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

APPENDIX D

October 28, 1986

Mr. William McCormack, Pres. & Gen. Chairman
American Railway Supervisors
Association, Lodge 851-A (5077)
70 Cleveland Street
Bay Shore, NY 11706

Dear Mr. Cormack:

This will confirm our agreement that F. Iannuzzi and I. Dowling, who held the position of Foreman - M. of E. on September 30, 1986, and who were promoted to the position of General Foreman in accordance with Appendix A of the Mediation Agreement of June 27, 1986, as amended, will be granted the benefits of Article 2(b) and (c) as long as they hold the position of General Foreman. It is understood that these employees will not be covered by these provisions in the event they are promoted to a position higher than General Foreman.

This will further confirm our agreement that S. F. Lang will continue to be covered by the Carrier's prior vacation policy.

Very truly yours,

/s/ David M. Cohen
Director-Labor Relations

I CONCUR:

/s/ William McCormack
President & General Chairman
ARSA Lodge 5077

APPENDIX E

THE LONG ISLAND RAIL ROAD COMPANY

ROSTERS OF EMPLOYEES COVERED BY AGREEMENT

BETWEEN

THE LONG ISLAND RAIL ROAD

AND

INDEPENDENT RAILWAY SUPERVISORS ASSOCIATION

INDEPENDENT RAILWAY SUPERVISORS ASSOCIATION

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INDEPENDENT RAILWAY SUPERVISORS ASSOCIATION

MAINTENANCE OF EQUIPMENT DEPARTMENT

ROSTER

SUPERVISORS OF EQUIPMENT

<u>No.</u>	<u>Name</u>	<u>Service Date</u>	<u>Position Date</u>
1	SAVOY, Russell E.	11/28/1988	10/6/1999
2	BARRESI, Paul	5/13/1996	9/27/2000
3	CAPOBIANCO, Carmine B.	7/28/1999	9/27/2000
4	FRUGONE, Eugene A.	2/21/2001	2/21/2001
5	(#) KARPF, Scott	6/30/1997	3/7/2001
6	(#) FEVANG, Scott	7/28/1999	1/23/2002
7	HUSAIN, Nuroodin H.	7/28/1999	1/23/2002
8	HENRY, John C.	12/6/2000	10/7/2002
9	JAMES, Matthew D.	6/16/2003	6/16/2003
10	(#) ROSENBOOM, Henry	11/28/2001	12/15/2003
11	(#) DUNCAN, Leroy	1/21/2004	1/21/2004
12	(#) FAILLA, John P.	3/12/2003	4/19/2006
13	DISTLER, Joseph P.	10/23/2006	10/23/2006
14	NELSON, Kenroy A.	1/3/2007	1/3/2007
15	St.HILL, Jason D.	8/24/2005	8/6/2007
16	STEIGER, Robert	2/22/2006	3/12/2008
17	McCAFFREY, Bernard	2/22/2006	3/24/2008
18	BURGER, Kenneth	4/21/2008	4/21/2008
19	CAMPBELL, Mark	5/5/2008	5/5/2008

(#) promoted
Updated 01/11

INDEPENDENT RAILWAY SUPERVISORS ASSOCIATION

MAINTENANCE OF EQUIPMENT DEPARTMENT

ROSTER

PRODUCTION PLANNER

<u>No.</u>	<u>Name</u>	<u>Service Date</u>	<u>Position Date</u>
1	SCHMIDT, Colleen J.	10/15/1997	10/22/1999
2	TRUPI, Benedict J.	12/6/1999	12/6/1999
3	TAMMONE, Frank	9/6/2000	9/6/2000
4	DEFRANCISCI, John	5/4/1998	10/11/2000
5	BRUSATI, Robert S.	10/24/2001	10/24/2001
6	LANG, Robert	1/23/2002	1/23/2002
7	MASONE, Frederick	6/5/2002	6/5/2002

Updated 01/11

INDEPENDENT RAILWAY SUPERVISORS ASSOCIATION

PROCUREMENT & LOGISTICS DEPARTMENT

ROSTER

MATERIAL COORDINATORS

<u>No.</u>	<u>Name</u>	<u>Service Date</u>	<u>Position Date</u>
1	ROSTKOWSKI, Susan	4/2/84	6/12/05
2	KOSTAS, Anthony	4/21/08	4/21/08
3	SCHREIBER, Joseph	8/5/08	8/5/08
4	HARRISON, Maria	12/14/05	4/16/08

Updated 01/11

INDEPENDENT RAILWAY SUPERVISORS ASSOCIATION

PROCUREMENT & LOGISTICS DEPARTMENT

ROSTER

SR. MATERIAL COORDINATORS

<u>No.</u>	<u>Name</u>	<u>Service Date</u>	<u>Position Date</u>
1	ROMANO, Donna	9/11/00	3/26/08
2	VOELKER, Robert	9/13/00	5/15/2008
3	KIPP, Jim	10/20/99	4/5/06

Updated 01/11

INDEPENDENT RAILWAY SUPERVISORS ASSOCIATION

STRATEGIC INVESTMENTS DEPARTMENT

ROSTER

Quality Assurance Incoming Inspector Supervisors

<u>No.</u>	<u>Name</u>	<u>Service Date</u>	<u>Position Date</u>
1	PLONA, Tom	5/27/98	6/16/03
2	GUMTI, DEO	6/6/01	6/16/03

Updated 01/11

APPENDIX A

Union Code: 21

Equipment and Cost Control Supervisors

Independent Railway Supervisors Association

Title	Points	2009 Midpoint
Material Coordinator	383	\$67,625
Production Planner	479	\$75,952
Quality Assurance Incoming Insp. Supv.	496	\$77,425
Supervisor Of Equipment-Tech Support	496	\$77,425
Supervisor of Equipment-Quality Control	496	\$77,425
Sr. Material Coordinator	483	\$76,298