

# **AGREEMENT**

*Entered into by and between*

**THE LONG ISLAND RAIL ROAD COMPANY**

*and*

**GANG FOREMEN EMPLOYEES OF  
THE LONG ISLAND RAIL ROAD COMPANY**

*in the*

**MAINTENANCE OF EQUIPMENT  
ELECTRIC TRACTION  
SUBSTATIONS**

*and*

**STRUCTURAL MAINTENANCE-PLUMBERS  
DEPARTMENTS**

*Represented by*

**INDEPENDENT RAILWAY SUPERVISORS ASSOCIATION**

**RULES UPDATED THROUGH  
DECEMBER 31, 2009**

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RULES UPDATED THROUGH  
DECEMBER 31, 2009

including

AGREEMENT OF  
DECEMBER 14, 2007

and

Rates of Pay Effective

January 1, 2006; January 1, 2007;  
January 1, 2008; January 1, 2009

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## PREAMBLE

Gang Foremen subject to this Agreement assume the obligation of rendering honest, efficient, loyal and economical service to The Long Island Rail Road Company.

A spirit of cooperation between employer and employee being essential to efficient operation of a Railroad, both such parties enter into this Agreement with the purpose of promoting such spirit.

## **DEFINITIONS**

The term "employees" as used in this Agreement shall include Gang Foremen and employees working as relief or extra Gang Foremen, but shall not include Gang Foremen in the Stores Department.

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

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

## **SCOPE**

These rules shall constitute an Agreement between The Long Island Rail Road Company and Gang Foremen in the Maintenance of Equipment, Electric Traction, Substations-Power and Passenger Services Departments, and Gang Foremen-Plumbers in the Structural Maintenance Department, employees of said Company represented by Independent Railway Supervisors Association, and shall govern the hours of service, working conditions and rates of pay of the respective positions and employees classified therein.

The duties and responsibilities of employees covered by this Agreement shall include, but not be limited to, all work which has historically through custom, practice, or tradition been assigned to employees in the above job classifications.



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**Working Conditions**

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**RULE 1  
Promotion**

Employees governed by this Agreement shall be given consideration for promotion as opportunity may offer.

**RULE 2  
Day's Work**

Where the requirements necessitate continuous service, and assignments are established to successively relieve each other, the assignments shall provide for eight (8) consecutive hours including a thirty (30) minute meal break without loss of pay, exclusive of the time required to make transfer. Other assignments shall provide for eight (8) consecutive hours, including a thirty (30) minute meal break without loss of pay, and exclusive of time devoted to checking timecards and incidental clerical work.

**RULE 2A  
Direct Deposit**

Effective June 30, 1999, the parties agree to go to a mandatory direct deposit of the payroll system. The Carrier will no longer issue negotiable payroll checks to employees who are members of the Organization and, instead, will issue a "non-negotiable payroll deposit advice" to any bank or credit union of the employee's choice. This deposit advice shall contain all the payroll earning and deduction information which was previously contained on the pay check stub and will be distributed to employees at each pay location on the designated pay 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 3  
Seniority Districts**

The Long Island Rail Road shall constitute one seniority district and separate seniority shall prevail by classes as designated below:

- Group 1      Gang Foremen in the Maintenance of Equipment Department.
- Group 2      Gang Foremen in the Electric Traction Department subdivided as follows:
  - (a) Gang Foremen in the Electric Light & Power Gang.
  - (b) Gang Foremen in the Transmission, and Third Rail Gangs.
  - (c) Gang Foremen in Substations.
- Group 3      Gang Foremen - B&B Plumbers.

**RULE 4  
Seniority, Date Of**

Seniority of an employee as Gang Foreman shall date from the date awarded a position or the date promoted into Gang Foreman training.

**RULE 5  
Seniority Rosters**

Rosters showing seniority dates of employees will be revised as of January 1st and posted in January of each year in places accessible to the employees affected. A copy will be furnished to the General Chairman of the Organization.

**RULE 6  
Appeals From Seniority Date**

Employees' seniority will be open to protest, in writing, for a period of sixty (60) days from the date the employee's name first appears on the roster, except that in case an employee is off duty on leave of absence,

furlough, sickness, disability or suspension at the time the roster is posted, such employee will have sixty (60) days from the date he/she returns to duty to enter protest. Seniority of employees not protested, in writing, within the above specified time limits will be deemed to have been accepted as correct and not subject to further appeal, except to correct typographical errors or to restore names which appeared on the preceding roster and which were omitted in error.

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

#### **RULE 7**

##### **Exercise Of Seniority, Circumstances Which Permit**

(a) The exercise of seniority under this Agreement shall be confined to positions within the class.

(b) Subject to paragraph (d) hereof, employees whose positions are abolished or who are displaced by senior employees shall within five (5) calendar days after being notified of the abolishment of their position or within five (5) calendar days after being physically displaced by a senior employee, exercise their seniority subject to the provisions of Rule 13 or forfeit all seniority under this Agreement. If, however, an employee presents evidence to his/her employing officer that extenuating circumstances prevented the exercise of seniority, the five (5) day period specified above shall be extended proportionately to the extent of his/her absence on account of such circumstances.

(c) Employees who exercise seniority under paragraph (b) of this Rule shall take the established position rate of pay of the position selected.

(d) No provision of this Agreement shall be construed to permit an employee to exercise seniority to displace another employee who has been assigned to a position in accordance with paragraph (b) of Rule 14.

(e) A regularly assigned employee awarded a temporary position or vacancy may, upon expiration of same, exercise seniority to any position bulletined during absence from his/her regular position or shall return to his/her regular position; if his/her regular position has been abolished or obtained by a senior employee through displacement, he/she shall exercise seniority as provided in this Rule.

#### **RULE 8**

##### **Exercise Of Seniority, Changes In Assignment Which Permit**

(a) When any of the following changes occur in a regular position in the Gang Foreman's class, the position shall be re-advertised in accordance with the provisions of Rule 10.

1. A permanent change in assigned working days.
2. A permanent change of one hour or more in assigned starting time.
3. A general change in duties.
4. A change in rate of pay, except a change resulting from the application of a general wage increase or decrease.
5. When the headquarters or location of a position is changed.

(b) Changes in starting time caused by the adoption of Daylight Saving Time shall not be considered cause for advertisement of the position.

#### **RULE 9**

##### **Supervisory Or Official Positions- Retention Of Seniority**

(a) An employee who leaves a position covered by this Agreement to accept a supervisory or official position with the Carrier or the Metropolitan Transportation Authority shall retain and accumulate seniority under this Agreement, provided he/she complies with paragraph (c) hereof. If he/she returns to the service covered by this Agreement, he/she may exercise his/her accumulated seniority in accordance with the provisions of Rule 7.

(b) An employee appointed to or now filling a supervisory or official position who voluntarily gives up such position will not be permitted to exercise seniority but will only be permitted to accept an open or vacant position in the class from which promoted.

(c) An employee promoted and failing to qualify within thirty (30) days may return to the position from which taken or exercise seniority to any position advertised during his/her absence. If, during his/her absence, the position from which he/she was taken has been abolished or permanently filled by a senior employee, he/she may exercise seniority in accordance with the provisions of Rule 7.

(d) Employees now filling wholly excepted or official positions shall retain and continue to accumulate seniority on the roster from which promoted and their names shall be shown on such seniority rosters, provided such

employees remain members in good standing with the Organization or rejoin, if necessary. In the event an employee fails to maintain in good standing, the General Chairman shall notify the highest appeals officer as designated by the Carrier. If, within sixty (60) days after receipt of notification, the employee has not regained good standing with the Organization, the employee will forfeit his/her seniority.

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

#### **RULE 10 Advertisement Of Positions**

(a) New positions and vacancies in the Gang Foreman class, excluding temporary vacancies, will be advertised every 30 days, or by special bulletin as needed. Temporary vacancies known to be 30 days or more in duration may be advertised at the Carrier's discretion based on the needs of the operation. The Carrier will confer with the General Chairman or designated representative regarding the advertising of the temporary jobs.

Positions that are to be advertised will be advertised within five days after the vacancies are known, for a period of five days. Bulletins shall show whether positions or vacancies are of a permanent or temporary nature. A position which is anticipated to be of six (6) months or more duration will be bulletined as a permanent position. Bulletins shall show rest days, rate of pay and location of the position.

(b) Existing assignments reduced to a five (5) day basis in order to comply with the provisions of the Agreement of June 15, 1949, between the parties hereto, shall not be considered new jobs under bulletin rules, and employees will not be permitted to exercise displacement privileges as a result of such reductions. However, employees will be notified of their assigned rest days by the posting of notices.

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

#### **RULE 11 Bidding For Former Positions**

When an employee is awarded an advertised position, his/her former position shall be declared vacant, and shall be advertised. During such advertisement his/her application for that position shall be considered only if no bids are received from other qualified employees in the class involved, or if he/she has been displaced by a senior employee in the exercise of seniority from the position he/she was awarded by bid.

#### **RULE 12 Return From Sickness, Leave Of Absence, Etc.**

When an employee returns to duty after being absent by reason of sickness, disability, vacation or leave of absence and his/her former position has not been abolished or permanently filled by a senior employee, he/she shall, upon returning to duty, decide to return to his/her former position or exercise his/her seniority to any position advertised during his/her absence. If his/her former position has been abolished or permanently filled by a senior employee, he/she shall be entitled to displace a junior employee in accordance with the provisions of Rule 7.

#### **RULE 13 Qualifications For Assignment**

(a) The assignment of employees to positions covered by this Agreement shall be based on their qualifications to plan, direct, lead, regulate and coordinate the work of other employees, on their previous record of faithful service and seniority.

(b) Gang Foremen awarded a bulletined position will be allowed up to twenty (20) working days in which to demonstrate their ability to competently perform the job.

However, when it becomes evident that a Gang Foreman exercising seniority does not have the necessary qualifications as set forth in paragraph (a) of this Rule, the General Chairman of the Organization will be notified, in writing, the reason for the disqualification and the Gang Foreman shall be governed by the provisions of Rule 16 in exercising seniority.

(c) Gang Foremen, employed in both the Maintenance of Equipment and the Maintenance of Way Departments, displaced in conjunction with the provisions of the controlling agreement, in exercising displacement rights, must be qualified for the position desired.

(d) Gang Foremen will be given full cooperation of their supervisors in their efforts to qualify for positions.

#### **RULE 14 Awards**

(a) Subject to the provisions of Rule 13, the senior Gang Foreman who has filed written application shall be awarded the position within ten (10) days after the date on which the advertisement is closed, and shall be assigned thereto within twenty (20) days after the date on which the advertisement is closed. Notice of the award shall be posted.

(b) The Carrier shall have the right to assign employees who are in training for position of greater responsibility in the Gang Foreman class without regard to the provisions of Rule 13 and Rule 10, and paragraph (a) of this Rule. No trainee shall be permitted to fill a regular assignment.

The current practice as of May 13, 1999, of high rating a member of a gang to replace a Gang Foreman in M of W shall continue until such time as an M of W training program is established. When such training program is established, an available trainee shall be used before high rating a mechanic from another craft. In M of E, an open Gang Foreman position caused by sick, Personal Leave Day or on-the-job injury shall first be filled by an available Gang Foreman in training. If there are no Gang Foreman trainees available, the opening may then be filled by another available Gang Foreman in accordance with the current agreement.

#### **RULE 15 No Bids From Qualified Employees**

When a vacancy or position in the Gang Foreman class is advertised and no bids are received from qualified employees, it will be filled in the following manner:

(a) Temporary vacancies or positions - shall be offered to the senior employee Management considers best qualified, who is either furloughed or working in a lower class. Failure to accept assignment to a temporary vacancy or position will result in forfeiture of all seniority under the Gang Foremen's Agreement.

(b) Permanent positions - The senior employee who is furloughed or working in a lower class and who, in Management's judgment, is best qualified shall be assigned to the vacant position, and failure to accept such appointment will result in forfeiture of all seniority under the Gang Foremen's Agreement.

#### **RULE 16 Not Satisfactorily Performing Work Of Position**

(a) When a Gang Foreman, who is regularly assigned to a position covered by this Agreement, is awarded an advertised position or obtains a position in the exercise of seniority and is thereafter removed from such position by reason of his/her failure to satisfactorily perform the duties of the position, he/she shall retain his/her seniority under this Agreement and shall return to his/her former position unless it has been abolished or permanently filled by a senior employee. If his/her former position has been abolished or permanently filled by a senior employee, he/she may exercise seniority in accordance with the provisions of Rule 7.

(b) When an employee is awarded an advertised position in the Gang Foreman class or is assigned to a position in the Gang Foreman class, and is thereafter removed from such position by reason of their failure to satisfactorily perform the duties of the position, he/she shall revert to his/her former status, retaining his/her seniority under this Agreement. If the employee fails to satisfactorily perform within the first twelve months (not including the training period in accordance with Rule 28), he/she shall revert to their former status and not retain seniority under this Agreement.

#### **RULE 17 Relief Assignments**

(a) Relief assignments which consist of five (5) days work per week shall be filled in accordance with the provisions of Rules 8, 10, 11, 13, 14, 15 and 16, and the employee assigned to such position shall be compensated in accordance with the provisions of Rule 38.

(b) Relief work involving less than five (5) days work per week and extra work shall be performed by extra employees and they shall be compensated for each day worked in accordance with the provisions of Rule 38.

**RULE 18**  
**Car Appearance Gang Foreman**

(a) It is agreed that the title of Car Appearance Gang Foreman will be retained as long as the present incumbents remain on such positions. The present Car Appearance Gang Foremen roster will be frozen at the level of Mr. T. R. Brooks, also to include Mr. D. J. Durante, the last C.A.M. promoted to Car Appearance Gang Foreman Supervisory status.

(b) As Car Appearance Gang Foremen positions on the frozen roster are vacated through natural attrition, they will be deleted from said roster, which will eventually abrogate this roster.

(c) All other Gang Foremen currently holding seniority on the mechanical roster, who have not actively worked as a Car Appearance Gang Foreman over the past two years (1976-1977) will have their names removed from the Car Appearance roster.

(d) Active Car Appearance Gang Foremen who were promoted from the craft ranks into the Supervisory class since January 1, 1975, will automatically be placed on the bottom of the Mechanical Gang Foreman's roster, and will retain their present Car Appearance seniority only as long as they maintain their positions as a Car Appearance Gang Foreman.

(e) All future employees promoted to the Gang Foreman class will be placed on the Mechanical Gang Foreman's roster, which will become a universal roster for the Maintenance of Equipment Department.

(f) It is understood that effective January 6, 1978, the step rate of pay structure as applied to mechanical Supervisors will be made applicable to the Car Appearance Gang Foreman, i.e., entrance rate, six month rate, second year rate and third year rate. Accordingly, all Car Appearance Gang Foremen will be granted these pay rate adjustments consistent with the seniority they currently hold on the roster, provided such Car Appearance Gang Foremen have worked previously as mechanics, been promoted from the ranks of mechanics, and/or they have successfully completed a minimum of fifty (50) hours training under the Carrier's M-1 Training Program and the Carrier's Supervisory Training Program. It is further understood that there will be no retroactive payments made relative to this agreement, except as provided below.

(g) Corrected rosters showing these changes and revisions will be done in conjunction with the posting of the 1978 Maintenance of Equipment rosters.

**RULE 19**  
**Foul Weather Gear And Shop Coats**

Foul weather gear will be provided to Gang Foremen when required to work outdoors in inclement weather and "shop coats" will be provided to supervisors, all without cost to the employees.

**Safety Shoes - Safety Gear**

(a) Effective December 21, 1994, each employee shall receive one-hundred dollars (\$100.00) annually in July to be used for the purchase of Carrier-approved ANSI safety shoes.

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

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 to proceed expeditiously and directly to the emergency site and to have such gear available at such emergency site.

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. The parties recognize that in past emergency situations the Carrier has called out other craft employees without calling out Gang Foremen, while in other emergency situations the Carrier called out both other craft employees and Gang Foremen. This past practice shall continue.

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 language is not intended to abolish or abrogate the past practice regarding Headquarters.

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

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

**RULE 19A**  
**Perform Own Work**

The June 11, 1973 letter reaffirming Carrier's position, not to establish a composite mechanic and allow each craft to continue to perform work under the provisions of its respective classification of work rules is attached as Appendix C.

**RULE 19B**  
**Incidental Work Rule**

The incidental work rule in PEB 219 shall apply for intra craft work. Employees may perform incidental tasks within their craft at the rate of the employee performing the incidental work subject to the conditions set forth in PEB 223.

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

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**RULE 20**  
**Overtime**

(a) Except as otherwise provided in paragraph (c) hereof, all employees shall be paid at the rate of time and one-half for time worked in excess of eight (8) hours on working days, excluding time required to make transfer, and other time specifically referred to in Rule 2.

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

(c) Relief or extra employees working on two positions on any day shall be paid at the straight time rate for the first eight (8) hours of service on each position, exclusive of the time required to make transfer or other time specifically referred to in Rule 2.

(d) The phrase "time required to make transfer" as used in Rule 2, in paragraphs (a) and (c) of this Rule and Rule 23 includes time spent by these employees when being relieved in transmitting to the relieving employee all information necessary to enable the latter to discharge his/her duties fully and completely on the trick to which he/she is assigned; time which these employees are required to spend in advance of their established starting time in order to plan work; and time which they are required to spend after their established quitting time in order to take care of necessary reports.

(e) 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 \$5.00 for the first eight (8) hours of overtime worked. Should the employee be required to continue to work overtime beyond the initial eight (8) hours, he/she shall be provided with a meal allowance of \$5.00 for each additional four (4) hours or portion thereof the overtime worked. This will not be paid in addition to present meal allowances nor will it alter present meal arrangements where they now exist.

(f) All agreements, rules, interpretations 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 the provisions hereof.

(g) To the extent practicable, records of overtime work will be kept jointly by local committeemen and local non-represented Carrier representatives.

**RULE 21**  
**Absorbing Overtime**  
**Distribution of Overtime**

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

(b) The parties to this Agreement agree to the principle that overtime should be equally distributed, and wherever practicable this principle should be adhered to.

(c) All maintenance overtime pertaining to Gang Foremen in the Passenger Services Department (Electric Light & Power and/or Plumbing Gangs) working at the Hillside Maintenance Complex first belongs to the Gang Foremen awarded these positions. If refused, the Passenger Services Department will utilize the Gang Foreman's overtime list in the Electric Light & Power Department and/or Plumbing Department. Passenger Services Gang Foremen will not be used for Maintenance of Way overtime unless they have exhausted their respective overtime list.

**RULE 22**  
**Calls**

Regularly assigned employees notified or called to perform work and reporting for such work, between their regular work periods and not continuous therewith, shall be paid on the actual minute basis at the rate of time and one-half, with a minimum of two (2) hours and forty (40) minutes, at the time and one-half rate, computed from the time they are called for such work.

**RULE 23**  
**Designated Rest Days**

(a) All employees shall be assigned two (2) rest days per week. If required to work on such assigned rest days these employees shall be compensated therefor at the rate of time and one-half. Assigned rest days may be assigned only in instances where consecutive rest days would necessitate working one of these employees in excess of five (5) days per week.

(b) Employees who are assigned to positions that require filling seven (7) days per week shall be assigned two (2) rest days in seven (7). Time and one-half shall be paid to these employees for time worked on rest days, excluding time required to make transfer, or other specifically referred to in Rule 2. Where such assigned rest days are not Sunday or any of the twelve (12) holidays enumerated in paragraph (a) of Rule 24, time worked on such Sunday, excluding time required to make transfer, or other time specifically referred to in Rule 2, shall be paid for at straight-time rate.

**RULE 24**  
**Holiday Payment**

(a) Except as provided in paragraph (b) of Rule 23, employees shall be paid for time worked, excluding time required to make transfer, or other time specifically referred to in Rule 2, at the rate of time and one-half in addition to their regular weekly rate of pay on the following legal holidays:

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

(provided when any of the above holidays falls on Sunday, the day observed by the State, Nation or proclamation shall be considered the holiday.)

(b) Where either of the rest days fall on one of the twelve (12) specified holidays, the next succeeding working day will be considered the holiday.

(c) 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 Gang Foreman is eligible. Vacation rules will apply, and birthday holiday penalty payments will be discontinued.

**SECTION III**  
**Discipline, Claims Or Grievances,**  
**Attending Court/Investigation Or Physical Examination**

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**RULE 25**  
**Discipline**

(a) Giving due effect and regard for the status of employees covered by this Agreement as subordinate officials of the Carrier, necessity for disciplinary action should never arise; but for the protection of any such employee against whom Carrier may have to prefer charges, the provisions which follow will govern.

(b) An employee covered by this Agreement who has established seniority and against whom Carrier has preferred charges shall not be disciplined or dismissed without a fair and impartial trial or investigation at which he/she shall be permitted to have present a duly accredited representative (as that term is defined in the Agreement) and witnesses to testify on his/her own behalf. Such employee shall make his/her own arrangements for the presence of his/her representative and witnesses at no expense to the Carrier.

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

(d) An employee who is accused of an offense and who is directed to report for a trial therefore will be given ten (10) days advance notice in writing of the exact charge for which he/she is to be tried and the time and place of the trial.

(e) Employees shall be given written notice in advance of the trial, such notice to set forth the specific charge or charges against them. No charge shall be made that involves any offense of which the department head has had actual knowledge 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.

(f) At the trial, the accused employee and/or his/her representative shall be permitted to question witnesses insofar as the interests of the accused employee are concerned.

(g) A copy of the trial record shall be given to the accused employee and to his/her representative who accompanied the employee at the trial within fifteen (15) days of the trial.

(h) 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 decision is to become effective except that in cases involving major offenses discipline may be made effective at any time after decision without advance notice.

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

(j) If the decision is not satisfactory to the employee, appeal may be taken in regular order of succession to the Chief Mechanical Officer (Chief Engineer, Maintenance of Way) and to the highest designated officer of the Carrier, provided each appeal is made in writing within thirty (30) calendar days from date of the previous decision. This appeal shall act as a stay of any discipline imposed except in the case of a major offense.

(k) The decision of the Final Appeals Officer shall be considered final and binding unless within sixty (60) calendar days thereafter he/she is notified in writing that the decision is not acceptable. Subsequent handling must be instituted within twelve (12) months from the date of such decision.

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

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

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

(4) Upon mutual agreement of the General Chairman and the Vice President-Labor Relations, the three and five-year periods set forth in subparagraphs (1) and (2) of paragraph (l) of this Rule may be shortened or lengthened in specific cases.

**RULE 26**  
**Time Claim Presentation Limit**

(a) Claims for money alleged to be due may be made only by an employee or by a duly accredited representative on his/her behalf, and must be presented, in writing, to the Department Head within thirty (30) days from the date the employee received his/her paycheck for the pay period involved, except:

1. Time off duty on account of furlough, sickness, disability or leave of absence shall extend the time limit specified in paragraph (a) of this Rule by the period of such time off duty.

2. When a claim for money alleged to be due is based on an occurrence during a period when the employee was out of active service on account of furlough, sickness, disability, or leave of absence, the claim must be made, in writing, within thirty (30) days from the date the employee resumes duty.

(b) A claim which is not made in accordance with the foregoing paragraph (a) of this Rule, including exceptions (1) and (2), shall not be entertained nor allowed.

(c) When a claim has been presented in accordance with the foregoing paragraph (a) of this Rule and is not allowed, the employee will be notified to that effect, in writing, within thirty (30) days from the date his/her claim was presented.

Effective June 30, 1999, the parties agree that when the Carrier does not reply to a claim within the contractual time limits, the claim shall proceed to the next step in the grievance process. Further, the Carrier shall pay a two-hour penalty on the claim and the claim shall proceed through the grievance process on its merits.

(d) A claim which has been denied in accordance with the foregoing paragraph (c) of this Rule shall be considered invalid unless it is listed for discussion by the employee or the duly accredited representative with the highest official of the Carrier who is designated to handle such appeals within thirty (30) days from the date on which the claim was initially denied. The requirements outlined in paragraph (c), pertaining to decision by the Carrier, shall govern in appeals made under this paragraph (d).

(e) When a claim is allowed after having been handled in accordance with the foregoing paragraph (d), the employee and his/her duly accredited representative shall be advised, in writing, the amount involved and the payroll on which the payment will be made.

**RULE 27**  
**Appeals**

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 Chief Mechanical Officer (Chief Engineer) or his/her representative. 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. In the case of claims for money alleged to be due, the time period specified in Rule 26 shall be observed. Controversial matters on which the duly accredited representatives and the Chief Mechanical Officer (Chief Engineer) are unable to reach agreement may be handled by the General Chairman of the Organization or his/her designated representative with the highest official of the Carrier who is designated to handle such disputes.

**RULE 28**  
**Applicants For Employment**

The time within which applications for employment for newly hired Gang Foremen may be rejected without cause or trial and any time during the training period and for one (1) year following the completion of said training, or if no training is required measured from the first day of service as a Gang Foreman.

**RULE 29**  
**Attending Court, Investigation Or Physical Examination**

(a) Employees required by direction of the Carrier to be a witness at a hearing or investigation or to appear for a special physical examination outside the hours of their regular tours of duty will be allowed payment for the actual time of attendance at the time and one-half rate of pay.

(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) An employee attending court, inquest or investigation by direction of a proper officer of the Carrier shall not be required to suffer a loss in compensation thereby, and shall be compensated for any actual necessary expenses incurred while away from home. Witness and mileage fees shall be remitted to the Carrier.

**SECTION IV**  
**Abolishment Of Position, Reduction In Force,**  
**Increase In Force, Change In Lay-Off Days,**  
**Stabilization Of Force**

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**RULE 30**  
**Force Reduction**

(a) When forces are reduced, employees shall be laid off in the reverse order in which they hold seniority under this Agreement, subject to the provisions of Rule 13.

**Abolishment of Position**

(b) An employee whose position is abolished shall be given as much advance notice as possible, which shall not be less than five (5) working days.

**RULE 31**  
**Increase In Force**

(a) When forces are increased, employees who have been laid off or furloughed in accordance with Rule 7 shall, subject to Rule 13, be recalled to service in accordance with their seniority for assignment to advertised positions for which no bids have been received from qualified employees.

(b) Employees recalled in accordance with paragraph (a) of this Rule must, if they possess the necessary qualifications, accept recall and return to service. An employee who refuses to return to service after having been so recalled shall forfeit all seniority under this Agreement.

(c) Employees who have been laid off or furloughed from active service under this Agreement in reduction in force and who desire to retain seniority under this Agreement must, within ten (10) days from date so laid off or furloughed, file with their employing officer their name and address and keep such officer advised of any change therein. Receipt of advice of a change in address will be acknowledged in writing. If a furloughed employee fails to report for duty within ten (10) days from the date on which a notice to return to service had been mailed by registered mail to his/her last recorded address, he/she shall forfeit his/her seniority under this Agreement, provided that if he/she presents evidence satisfactory to his/her employing officer that conditions beyond his/her control prevented his/her return to service, the ten (10) day period specified above shall be extended proportionately to the extent of his/her absence on account of such conditions.

**RULE 32**  
**Change In Lay-Off Days**

Not less than five (5) days notice shall be given to the employees affected when a permanent change is made in the designated lay-off days of a position.

**RULE 33**  
**Stabilization Of Force**

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

It is understood and agreed that with respect to supervisors promoted prior to January 1, 1998, a position abolished through natural attrition factors may be established at any other location provided it is within the same level of supervision as the position abolished; but in no event shall the Carrier abolish any position at any location without proper utilization of the supervisor.

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

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



**RULE 34**  
**Farming Out Of Work**

It is understood the question of farming out of work as it relates to Shea Stadium (Corona Yard) will be handled with the Chief Mechanical Officer.

**RULE 35**  
**Personal History File**

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

**SECTION V**  
**Rates Of Pay, Entrance Rate-New Employees,**  
**Payroll Data, Shift Differential,**  
**Service Other Than Regular Assignment**

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**RULE 36**  
**Rates Of Pay, Differential,**  
**Payroll Data, Entrance Rate-New Employees**

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

(b) For all employees hired/promoted from January 27, 1987 to December 20, 1994, there will be a new hire/entry progression as follows:

1 <sup>st</sup>	365 calendar days	90.0%
2 <sup>nd</sup>	365 calendar days	92.5%
3 <sup>rd</sup>	365 calendar days	95.0%
4 <sup>th</sup>	365 calendar days	97.5%
After	1460 calendar days	100.0%

For all employees hired/promoted from December 21, 1994 to July 28, 1998, there will be a new hire/entry progression as follows:

1 <sup>st</sup>	365 calendar days	85.0%
2 <sup>nd</sup>	365 calendar days	90.0%
3 <sup>rd</sup>	365 calendar days	95.0%
4 <sup>th</sup>	365 calendar days	97.5%
After	1460 calendar days	100.0%

Effective July 29, 1998, for all employees hired/promoted thereafter, there will be a new hire/entry progression as follows:

1 <sup>st</sup>	365 calendar days	85.0%
2 <sup>nd</sup>	365 calendar days	87.0%
3 <sup>rd</sup>	365 calendar days	90.0%
4 <sup>th</sup>	365 calendar days	93.0%
After	1460 calendar days	100.0%

Note: Effective July 29, 1998, any IRSA represented employee who is not currently at the top rate shall receive their respective future step increases on their anniversary (calendar) date according to the existing rate schedule depending on date of employment as a Gang Foreman. This replaces the previous provision for step increases at 240 days of compensated service.

(c) It is the intent of the parties that any new hire as Gang Foreman (internal or external) shall start at the lowest new hire entry rate with no credit given for wage progression purposes for any prior company service.

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.

(d) A differential of 10% per work hour, frozen at the amount in effect on December 31, 1984, shall be paid for hours worked after 6:01 PM up to and including 5:59 AM, of the next succeeding day. On weekends, the 10% differential per work hour, frozen at the amount in effect on December 31, 1984, shall be applied for all hours worked between 6:01 PM on Friday night and 5:59 AM Monday morning. The differential shall be frozen as computed on the straight time 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 2004-2006 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, per the chart in Appendix A.

(e) The rates for positions in the classifications of Gang Foremen cover eight (8) hours per day plus time required to make transfer and other time specifically referred to in Rule 2 for the number of days in each week included in the assignments as specified.

(f) Nothing in this Agreement shall be construed as requiring the payment of compensation at the rate of a position to an employee for the part of a week before he/she is assigned to a position under this Agreement or for the part of a week after he/she ceases to occupy such position or such position is abolished.

(g) All employee paycheck stubs 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 37**  
**Service Other Than Regular Assignment**

(a) A regularly assigned employee who is required to work temporarily at a position other than his/her regular position shall be governed by the working conditions of the position to which he/she is temporarily assigned and shall be paid at the established position rate of such position, except that if such rate is less than the rate paid to him/her

on his/her regular position, he/she shall be paid his/her own rate. Any actual expense incurred that would not be necessary if he/she remained on his/her own position shall be allowed.

#### **Filling Supervisory Positions**

(b) 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.

Gang Foremen assigned to filling higher rated positions will be compensated at the rate consistent with their accrued seniority in that position.

#### **RULE 38**

#### **Compensation Only For Part Of Month Assigned To Work**

Relief, extra and regularly assigned employees who fill positions covered by this Agreement for less than a full month shall be compensated for each day worked at the daily rate of the position filled.

**SECTION VI**  
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**RULE 39**  
**Vacation**

(a) All employees will be granted vacation in the amount of one (1) day per month of service, not to exceed ten (10) days in the first year.

(b) Each regularly assigned employee shall receive an annual vacation of ten (10) consecutive workdays with pay after he/she has completed one (1) year of service as a regular, relief or extra employee.

(c) Each regularly assigned employee who has completed one (1) year as a regular, relief or extra employee, who has five (5) or more years of continuous service with this Carrier will be allowed an annual vacation of fifteen (15) working days with pay.

(d) Each regularly assigned employee who has completed one (1) year as a regular, relief or extra employee, who has ten (10) or more years of continuous service with this Carrier will be allowed an annual vacation of twenty (20) working days with pay.

(e) Each regularly assigned employee who has completed one (1) year as a regular, relief or extra employee, who has fifteen (15) or more years of service with this Carrier will be allowed an annual vacation of twenty-five (25) working days with pay.

(f) Each extra employee shall receive one and one-half days' vacation with pay for each twenty-one (21) days on which he/she worked as an employee during the preceding calendar year.

(g) Each regularly assigned, relief and extra employee who is on vacation in a week on which one of the twelve (12) recognized holidays occurs shall be allowed an additional day's vacation. This is with the understanding that the Chief Mechanical Officer (Chief Engineer) shall be the judge as to how many employees shall be permitted to be on vacation at any given period.

(h) The vacation provided for in this Rule shall be considered to have been earned when an employee has qualified. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with Union Shop Agreement, he/she shall at that time of such termination be granted full vacation pay earned up to the time he/she leaves the service, including pay for vacation earned in the preceding year or years not yet granted, and vacation for the succeeding year if the employee has qualified.

(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/her estate, in that order of preference.

(j) Employees shall not be entitled to a vacation of more than twenty-five (25) working days with pay in any calendar year, except as provided in paragraph (f) of this Rule and paragraph (c) of Rule 24.

**RULE 40**  
**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 service when a death occurs in the immediate family.

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

(b) The definition of "immediate family" is understood to mean spouse, son, daughter (including stepchildren), mother, father, step-parents (current spouse of employee's parent), sister, brother, mother-in-law, father-in-law, employee's 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 41**  
**Leave Of Absence**

(a) An employee shall, upon request, be given leave of absence without impairment of seniority to perform work for the Organization signatory hereto, to accept an elective or appointive public office for which a competitive examination is not required, or to accept an appointive public office which is related to railroad work.

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

(c) Except as provided in paragraph (a) of this Rule, an employee who, without the special permission of the Chief Mechanical Officer or Chief Engineer and General Chairman, engages in other employment while absent on leave shall forfeit his/her seniority under this Agreement.

**RULE 42**  
**Personal Leave Days**

(a) Consistent with service requirements and subject to the limitations set forth herein, Carrier will grant to each regularly assigned employee subject to this Agreement, personal leave without loss of his/her regular day's pay.

(b) Newly hired employees will be granted one (1) personal leave day for each four (4) months of service to a maximum of three (3) such days during their first calendar year of employment.

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

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

(2) Effective January 1, 2000, employees who attain twenty-five (25) years or more of service prior to September 1 each year will be granted six (6) personal leave days in each calendar year consistent with Personal Leave Day Rules currently in effect.

(e) Personal leave days, as granted herein, shall not be taken in conjunction with vacation periods, New Year's Day, Thanksgiving Day and Christmas Day.

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

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

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

(g) 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 (g) is to assure 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/her return to duty. Among other things, this will ensure that the employee will be compensated in the appropriate pay period.

(h) 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 42A**  
**Trauma Leave**

Vehicle Operators 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 43**  
**Operation Of Motor Vehicles-Injuries**

In instances where employees, represented by the Organization signatory hereto, are required as part of their regular duties to operate motor vehicles, it is understood that the Carrier would be liable, in case of injury while the employee is operating said motor vehicle, to the same extent as though the injury occurred while the employee was performing the functions of his/her normal assignment.

**RULE 44**  
**Health And Welfare Benefits**

Effective March 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 they reach Medicare eligible age. Current defined contributions for retirees leaving after initiation of the above-described benefit shall cease.

Retirees at Medicare eligible age shall no longer be covered by the N.Y. State Government Employees Health Insurance Program (Empire Plan). At Medicare eligible age 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 be younger than Medicare eligible age or should the retiree have eligible dependents when the retiree attains the Medicare eligible age, 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 the Medicare eligible age 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 March 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 Gang Foremen employees shall cease and terminate.

In addition to providing life insurance coverage in the amounts of \$28,000.00 and \$5,000.00 to active Gang Foremen and retired Gang Foremen, respectively, the Carrier shall provide additional life insurance in the amount of \$42,000.00 annually for active Gang Foremen and \$23,500.00 annually for retired Gang Foremen. Should the \$28,000.00 for active Gang Foremen or the \$5,000.00 for retirees be changed in the future, additional coverages of \$42,000.00 and \$23,500.00 respectively shall continue to be provided, unless otherwise mutually agreed by the parties.

Effective July 29, 1998: Retirees formerly represented by the Independent Railway Supervisors Association who are currently in the HIP health plan shall be eligible for coverage under the N.Y. State Health Insurance Program (Empire Plan) at the retiree's expense through deductions from their pension benefits.

Effective July 29, 1998: The Long Island Rail Road will provide an additional \$22,000.00 of life insurance for each active employee. This additional company paid life insurance shall be in lieu of the \$13.00 monthly-defined contribution paid to other organizations.

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

Effective July 29, 1998, Carrier will extend the 1998 agreement to allow current Independent Railway Supervisors Association-Gang Foremen 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 June 30, 1999, Carrier will extend health coverage to domestic partners of Independent Railway Supervisors Association-Gang Foremen employees.

Effective January 1, 2008, the dental schedule shall be increased by ten percent (10%).

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

#### **RULE 45** **Jury Duty**

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

(b) 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 46** **Resolution Of Jurisdiction Of Work Disputes**

The Agreement of January 22, 1987, providing for the sole and exclusive procedure for settling disputes between The Long Island Rail Road Company and the organizations representing the various crafts and classes of its employees concerning the jurisdiction of work is attached as Appendix D.



**RULE 47**  
**Union Shop And Check-Off**

The Union Shop and Check-Off Agreements effective September 24, 1992, are applicable to all employees covered herein and are attached as Appendices F and G, respectively.

**RULE 48**  
**Gang Foreman Training**

(a) Newly hired or promoted employees may, at the Carrier's discretion, be required to participate in a Gang Foreman Training Program, as Gang Foremen, prior to exercising seniority in the Gang Foreman's class. The selection of employees for said program, the structure, standards, content, length and testing, shall be determined by the Carrier.

(b) Upon satisfactory completion of the Gang Foreman Training Program, newly hired or promoted Gang Foremen shall establish seniority as Gang Foremen, retroactive to the first day of attendance in the Training Program based on their days of compensated service.

**RULE 49**  
**M-1 Car Training Program**  
**Training on C-3 Diesel Hauled Coaches and DE-30 and DM-30 Locomotives**

The Metropolitan (M-1) Car Training Program signed September 22, 1969, is applicable to all supervisors covered by the Rules of this Agreement and is attached as Appendix B.

The Agreements dated April 1, 1998 and April 2, 1998 regarding the training of Gang Foremen employees on C-3 Diesel Hauled Coaches and DE-30 and DM-30 Locomotives are attached as Appendices J-2 and J-1, respectively.

**RULE 50**  
**Sick Leave Allowance**

The parties shall be bound by the provisions of the Sick Leave Agreement attached as Appendix H-1 subject also to the following provisions:

(a) Newly hired employees (no prior LIRR service) 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 day in his/her bank. However, such employee shall not be in compliance with the agreement and such absence shall be considered an absence unauthorized.

Note: Gang Foremen's sick leave entitlement will be based upon their entire railroad service. That is, in the third year of Carrier employment, whether or not that service was in the Gang Foremen craft, Gang Foremen will be entitled to the full sick leave benefits of the Sick Leave Agreement.

(e) For all employees covered by this Agreement, the Carrier has the right to demand acceptable medical proof for absences when there is reason to believe that 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) Upon retirement from Carrier service under the provisions of the Long Island Rail Road Pension Plan, or when an employee voluntarily separates from service with ten or more years of service, such employee will be allowed a lump sum payment equal to one-half of the number of unused sick leave days then established in the applicable 100% sick leave bank 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. This payment will be based on the employee's prevailing rate of pay upon retirement or voluntary separation. (See Appendix H-2)

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 since 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 voluntarily 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 or voluntary separation 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 June 30, 1999, employees who are entitled to a sick leave buyout provided in paragraph (h)(1) and who die while on active status shall have the buyout amount paid to his/her spouse or beneficiary.

(i) 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.

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

(j) Employees absent from work while incapacitated by injury received in the performance of their duties shall be entitled to salary continuation.

Effective June 30, 1999, an employee who is injured on duty either for an initial occurrence or re-occurrence shall be compensated in the following manner:

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

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

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

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

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

In the event the parties are unable to agree on the neutral doctor in a particular specialty, the Medical Society of the employee's county of residence shall appoint a neutral doctor.

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

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

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.

(k) Employees who are absent from work while incapacitated by injury received in performance of duty, or by illness, who are not able to perform the full duties of their position, but who are capable of rendering restricted duty, may be assigned such duty during the period of their incapacity without regard to craft or class or seniority. 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.

**RULE 50A**  
**Americans With Disabilities Act**

The parties recognize the employer's obligation under the American's 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 51**  
**Pension Plan**

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

**RULE 52**  
**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 INDEPENDENT RAILWAY SUPERVISORS ASSOCIATION - GANG FOREMEN, 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**

Letter Agreement of September 22, 1969

Mr. R. J. Bratro, General Chairman  
ARSA Lodge 851  
127-06 97th Avenue  
Richmond Hill, NY 11419

Dear Mr. Bratro:

This will confirm the understanding reached in conference this date that the Carrier and Organization 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 supervising 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 for an average of 40 to 50 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 or on rest days.

It is understood that these arrangements pertain only to this training program and shall not constitute a waiver of any provision of present working agreements.

Training sessions will commence on September 22, 1969, and supervisory personnel will be scheduled for attendance as outlined in the administrative procedures.

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

Signatures not reproduced.

## APPENDIX C

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 provisions of its respective Classification of Work Rules in accordance with the Controlling Agreement.

Signatures not reproduced.

## APPENDIX D

Attachment to Agreement of January 22, 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 re- solved on the property, any of the organizations which had filed objections pursuant to paragraph 4 may demand arbitration of the dispute. Such a demand must be served on the Carrier and the other affected organization(s) within 4 days of the last meeting held pursuant to paragraph 6.

8. The parties to this Agreement hereby designate the following panel of neutrals to serve as the arbitrator in disputes arising under this procedure:

- a.
- b.
- c.

9. One arbitrator shall sit as the board, and there shall be no partisan members. Each case will be assigned on a rotating basis to the next available arbitrator.

10. The arbitrator shall set the dispute for a hearing within 21 days, and shall render his award within 7 days. Each participant at the hearing may be represented by the person(s) of its choice, may present witnesses on its behalf and cross-examine witnesses presented by the other participants, and may submit any relevant exhibits. The hearing shall be transcribed.

11. The arbitrator shall have no power to add to, subtract from, change or modify any provision of any collective bargaining agreement, but shall be limited to interpreting the existing provisions of the agreements and

applying them to the specific facts of the dispute. The arbitrator shall sustain the Carrier's award of jurisdiction unless the objecting organization clearly demonstrates that it has exclusive system-wide jurisdiction over the work. The arbitrator shall have no power to limit the use of tools to employees of a specific craft or class.

12. The participants shall bear their own expenses. The arbitrator's fees and expenses shall be paid solely by the Carrier.

13. The arbitrator's award shall be final and binding, and shall be subject to judicial review only under the standards of Section 3 of the Railway Labor Act, 45 U.S.C. Sec. 153, as amended.

14. The time limits of paragraphs 6, 7, and 10 of this Agreement may be extended by agreement of the participants. The time limits shall be measured in calendar days, except that where the last day of a time period is a weekend or holiday, the next workday which is not a weekend or holiday shall be the last day of that time period. The Carrier may, following the 90 days notice, implement its award of jurisdiction pending resolution of the dispute in accordance with this procedure without incurring any liability to any of the organizations.

15. Neither the Carrier nor the organizations shall exercise a right of self-help in connection with the matters subject to this Agreement.

16. This Agreement replaces all other jurisdictional dispute resolution provisions on The Long Island Rail Road, and all such provisions are abrogated.



## APPENDIX E

Agreement entered into this 1st day of September, 1973 by and between The Long Island Rail Road Company and its employees represented by Local Lodge 138, The Sheet Metal Worker's International Association and the American Railway Supervisors Association, Local Lodge 851.

WHEREAS:

Local Lodge 138 of the Sheet Metal Workers International Association currently represents supervisors of Sheet Metal Workers and Plumbers in the Maintenance of Way Department and

WHEREAS:

The American Railway Supervisors Association represents Gang Foremen of the Various Shop Craft groups, including Sheet Metal Workers and Pipe Fitters in the Maintenance of Equipment Department and

WHEREAS:

It is mutually agreed between all parties signatory hereto that it would be to the best interest of all concerned if one Organization represented supervisors in both departments.

IT IS AGREED:

1. Effective September 1, 1973, the American Railway Supervisors Association, Local Lodge 851, will assume jurisdiction over Plumber Gang Foremen in the B & B Department and that the Sheet Metal Workers International Association will no longer represent such employees.

2. Supervisors in the B & B plumbing groups will be covered by all rules, rates of pay and working conditions applicable to employees represented by Local Lodge 851 and will be placed on a separate seniority district roster.

Signatures not reproduced.

## APPENDIX F

This Agreement is entered into this 24th day of September, 1992, by and between The Long Island Rail Road Company and the Independent Railway Supervisors Association.

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 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 a state government for the benefit of ex-servicemen shall not be terminated by reason of any of the provisions of this Agreement but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this Agreement.

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

(d) Employees who retain seniority under the Rules and Working Conditions Agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the Rules and Working Conditions Agreement of that class or craft temporarily perform in another class of service shall not be required to be members of 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 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 failed to comply with the terms of this Agreement and who the organization therefore claims is not entitled to continue the 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 to 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 sixty (60) or ninety (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 of time or money claim by or on behalf of any employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with this Agreement or upon an alleged violation, misapplication or non-compliance with any provision of this Agreement. If the final determination under Section 5 of this Agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Agreement.

#### Section 8.

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

#### Section 9.

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

#### Section 10.

(a) The Carriers party to this Agreement shall periodically deduct from the wages of employees subject to this Agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate; provided, however, that the requirements of this sub-section (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.

Section 11.

This Agreement shall become effective September 24, 1992, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

FOR THE UNION:

/s/ James Morrone  
General Chairman  
Independent Railway Supervisors Assn.

FOR THE CARRIER:

/s/ Ernest L. Garb  
Vice President  
Long Island Rail Road

## APPENDIX G

Agreement entered into this 24th day of September, 1992, by and between The Long Island Rail Road Company, hereinafter referred to as the "Carrier," and the Independent Railway Supervisors Association, hereinafter referred to as the "Association."

### 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 deduction shall be made except from the wages of an employee who has furnished the Carrier a signed and unrevoked authorization written in the manner and form of the Wage Assignment Authorization specified in Attachment "A" hereto.

3. Revocation of Assignment shall be in the form specified in Attachment "B" hereto and both the 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 IBM Employee 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 employee concerned.

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

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

12. This Agreement shall become effective September 24, 1992, and shall remain in effect thereafter until revised or terminated in the manner prescribed by the provisions of the Railway Labor Act, as amended.

FOR THE UNION:

/s/ James Morrone  
General Chairman  
Independent Railway Supervisors Assn.

FOR THE CARRIER:

/s/ Ernest L. Garb  
Vice President  
Long Island Rail Road

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

**ATTACHMENT "A"**

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 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 periodic dues), as reported to the Carrier by the Financial Secretary-Treasurer of the Independent Railway Supervisors Association, or his successors in monthly statements, certified by him, as provided under the Deduction Agreement entered into by and between the Organization and the Carrier on September 24, 1992, 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  
INDEPENDENT RAILWAY SUPERVISORS ASSOCIATION**

**ATTACHMENT "B"**

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

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 union dues, assessments and initiation fees and I hereby cancel the Authorization now in effect authorizing The Long Island Rail Road Company to deduct such monthly union dues, assessments and initiation fees from my wages.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

**ATTACHMENT "C"**

MGR. 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 name.

Financial Secretary-Treasurer

For Company Use Only

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

**APPENDIX H-1  
(SEE RULE 50)**

June 24, 1998

**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 1<sup>st</sup> of each subsequent year thereafter.

The foregoing allowances shall not apply to summer employees.

Unused sick leave may be carried over to subsequent years.

**SECTION 2** - Subject to the limitations set forth in Rule 50 a, b, and c, 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 Appendix H-1, herein shall mean a period of 12 months beginning on the first day of January and ending on the 31<sup>st</sup> 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** - 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 7** - 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 8** -

(a) No sick leave allowance will be granted in cases of absence due to indulgence in narcotics or any drug which is not medically prescribed.

(b)(1) Employees who, as a result of alcohol addiction, enroll in a Carrier recognized alcohol rehabilitation program will be accorded sick leave benefits during the period of hospitalization and recuperation for such illness for a period not to exceed sixty (60) calendar days or to the extent to which employees have accrued sick leave benefits.

(2) In the event an enrolled employee fails to complete the rehabilitation program, all benefits will cease to be paid as of the date it is determined withdrawal from the program occurred.

(3) Only one such benefit period for alcohol addiction will be granted to any employee during the term of the employment relationship with the Carrier.

**SECTION 9** – 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 10** - The burden of establishing that he/she was actually unfit for work on account of illness will be upon the employee. 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 given the same weight as a medical doctor's statement. Every application for sick leave, whether with or without pay, for more than two consecutive days, 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 the Letter of Agreement dated June 24, 1998 regarding Carrier calls to employees while off sick.

**SECTION 11** - 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 or designee 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 12** - 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 13** - 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 sick leave allowable under this Agreement. (**Note:** Effective June 30, 1999, the first three days of an on-duty injury lost time shall be deducted from the employees sick leave bank. See Rule 50(j)). This section shall be subject to the provisions of Section 18 hereof.

**SECTION 14** - 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 15** - 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:

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

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

**SECTION 16** - The additional sick leave days required under Section 15 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 for illness for four or more consecutive working days, in which event the employee shall receive pay to the extent provided in Section 15 from the first day for which the Carrier is not required to pay him/her under Section 1 hereof.

**SECTION 17** - To be eligible to receive the additional days of sick leave on a 60 percent payment basis provided by Section 15 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 18** – Effective January 1, 2004, in accordance with the Agreement dated June 24, 1998, 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 for absences due to illness or off-duty injury, credit will be taken by the Carrier for all such benefits regardless of the day that such benefits are payable. Such credit taken by the Carrier for the Railroad Retirement and Unemployment and Sickness Act benefits will not be considered as reductions in an employee's straight-time earnings for pension purposes.

**SECTION 19** - 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 the Carrier, 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 20** - 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 handled in accordance with Rule 26 and Rule 27.

**SECTION 21** - 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 22** - 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.

**APPENDIX H-2**

June 24, 1998

Mr. Ralph J. Domenici, General Chairman  
Independent Railway Supervisors Assoc.  
10 Lyman Avenue  
Patchogue, NY 11772

**Re: Long Island Rail/Independent Railway Supervisors Association Agreement dated June 24, 1998 –  
Sick Leave Payment**

Dear Mr. Domenici:

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

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

- a) An employee's total career accrual shall be established by crediting one sick day for each month during his/her service with the Carrier except that:
  - i) Employees hired prior to the sick leave provision becoming effective (i.e., January 1, 1971) shall receive one day per month starting in the month following the month in which the bank was established. Such days shall be added to the number of sick days they are entitled to in accordance with the chart in Appendix H-1 of the Collective Bargaining Agreement.
  - ii) Employees hired under the "new hire sick leave" provisions (i.e., 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/ John W. Bernet  
Vice President-Labor Relations

I CONCUR

/s/ Ralph J. Domenici, General Chairman  
Independent Railway Supervisors Association

cc: G. M. Moran  
R. A. Walsh  
C. Munch

## APPENDIX I

March 26, 1996

Mr. Ralph Domenici, General Chairman  
Independent Railway Supervisors Association  
10 Lyman Avenue  
Patchogue, NY 11772

### Re: Track Car Qualifications

Dear Mr. Domenici:

As you are aware, the Electric Traction Department is amending the qualifications for all Gang Foremen positions in the Third Rail section to include a requirement that Gang Foremen must be Book of Rules qualified in electrified territory. The Association has advised the Department that it is concerned about the impact of the qualification modification upon current and future Third Rail Gang Foremen. The parties have agreed to the following provisions which are applicable, as indicated herein, to both current Third Rail Gang Foremen and individuals who subsequently become Third Rail Gang Foremen.

1. All present Gang Foremen who have seniority in the Third Rail section of the Electric Traction Department (see attached list for names of those individuals) are considered to be "grandfathered" and not required to obtain track cart qualifications. (This will not prevent these employees from obtaining said qualifications, however.) These employees will be permitted to hold Third Rail Gang Foremen positions through bid, bump or assignment as though they had track car qualifications. All Gang Foremen promoted within the Third Rail section subsequent to this letter shall be required to become track car qualified and remain so qualified so long as they hold Gang Foremen positions in the Third Rail section of the Electric Traction Department.
2. For Gang Foremen who are promoted subsequent to this Agreement and who must become track car qualified only: the Carrier will create one (1) Gang Foremen position, or ten (10) percent of the Gang Foremen positions in the Third Rail section of the Electric Traction Department, whichever is more, for those individuals who due to illness, injury, discipline or other reason other than failure to pass the required track car qualifying examination(s) cannot hold track car qualifications. (Additional positions of this type may be created by agreement of the parties.) Employees will be assigned to these positions in seniority order, as required. An employee presently holding one of these "unqualified" positions may not be displaced therefrom by a more senior track car qualified Gang Foreman. (NOTE: The only exception to this shall be if a track car qualified Gang Foremen cannot hold a position through the exercise of seniority as the result of the abolishment of a position(s).) An employee occupying an "unqualified" Gang Foreman position may be displaced therefrom by a senior "unqualified" Gang Foremen, who, due to illness, injury, discipline or other reason, (other than failure to pass the required track car qualifying examination(s)) cannot hold track car qualifications. Individuals who cannot be placed as provided in this paragraph because all available "unqualified" positions are occupied, will be permitted to exercise seniority, as provided in Rule 16, to a Gang Foremen position on any other Electric Traction Department roster for which they qualified and hold seniority. Employees who, by virtue of their low seniority standing, cannot bump into another Gang Foreman position, will be permitted to return to a position for which they are qualified and on which they hold seniority.
3. Gang Foremen who are required to become track car qualified will be afforded two (2) opportunities to take the initial qualifying examinations and will likewise be afforded two (2) opportunities to take each subsequent requalifying examination. Additional testing will only be permitted by agreement of the Chief Engineer or his representative and the General Chairman.

**Note: The following paragraph is not applicable to "Grandfathered" Gang Foremen as outlined in paragraph 1:**

A Gang Foreman who is unable to pass the requisite examinations will not be permitted to displace a Gang Foreman who holds a track car qualified position. Said employee shall be considered to be disqualified as an Electric Traction (Third Rail section) Track Car qualified Gang foreman until he can demonstrate that he is track car qualified. The disqualified employee may, however, be utilized as provided on Paragraph 2, above.

4. All overtime shall continue to be handled in the manner presently in effect; the Union representative, upon request of the Company, shall furnish a track car qualified Gang Foreman on an as needed basis. (It is understood, however, that this understanding does not afford Gang Foremen exclusivity to take a track out of service and later



return the track to service. That function will continue to be performed by Carrier employees of both management and represented status who possess the necessary qualifications to perform this service. Likewise, it is understood that if a Gang from a section of the Department other than Third Rail needs to take a track out/in service, any qualified employee of the gang, or a qualified employee who is not a member of that gang, may perform this service. For example, an Electric Light and Power gang is working at Van and needs to remove a track from service. The gang has a track car qualified Gang Foreman and Electrician within its compliment of employees. Either employee may perform the task in question, without penalty. Likewise, if there was a qualified manager available, that employee could likewise perform that task.)

Further, it is understood that any future changes to this understanding will be made by agreement of the parties.

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

Very truly yours,

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

I CONCUR:

/s/ Ralph J. Domenici  
General Chairman

cc: J. Morrone, F. Smith, R. Donovan, B. Finn, H. Chynsky, B. Greene

**The Long Island Rail Road Company  
Seniority Roster of Gang Foremen  
Employed in the Engineering Department as of:**

**March 1995**

E.T. & H.T.

<u>Empl. No.</u>	<u>Rank No.</u>	<u>Name</u>	<u>Seniority Date</u>
13947	2	Murphy, R.	01/19/76
19799	3	Deluca, P. C.	02/29/80
11911	4	Passarella, A.	09/09/81
13154	5	Weed, R. J.	08/30/83
19405	7	Platz, K.	03/20/85
13107	8	Spaeth, K.	04/18/85
19556	9	Riddick, J. E.	02/05/86
13267	10	Bonifatto, A. J.	03/12/86
14249	11	Ruhs, R. O.	03/12/86
13198	12	Blauvelt, R. J.	09/26/86
17564	13	Lumb, K.	03/18/87
20451	14	Gagliardi, M.	01/18/89
20448	15	O'Donnell, T.	02/01/89
19274	16	Mischke, W.	02/15/89
14220	17	Minikel, D.	10/05/89
21132	18	Kroepfl, E.	06/04/90
13306	19	McKie, J.	09/12/90
23586	20	Witmer, B.	04/11/91
18393	21	Keller, N.	10/24/91
17851	22	Caggiano, J.	03/22/95

B. J. Finn  
Principle Engineer - Power

**APPENDIX J-1**

**April 2, 1998**

**AGREEMENT BETWEEN THE IRSA 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 Gang Foremen 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 of 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 Machinist
  - 1 Sheet Metal Worker
  - 3 Gang 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, April 2, 1998 at Jamaica, New York.

FOR THE LONG ISLAND RAIL ROAD

/s/ Thomas F. Prendergast  
President

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

FOR THE ORGANIZATION

/s/ Ralph Domenici  
General Chairman, IRSA

/s/ John Cregan  
Vice General Chairman, IRSA

**APPENDIX J-2**

April 1, 1998

Mr. Ralph J. Domenici, General Chairman  
Independent Railway Supervisors Assoc.  
10 Lyman Avenue  
Patchogue, NY 11772

**Re: New Fleet Training**

Dear Mr. Domenici:

This is to clarify our New Fleet Training agreement regarding the scheduling of Gang Foremen.

The Carrier shall endeavor to train all Diesel Territory Gang Foremen during the vendor provided training period and in all phases of the New Fleet training program. Further, employees assigned to Unit 107 shall be trained as soon as possible. Additionally, the Carrier shall try to schedule vendor "tech people" to assist in the training of Unit 107 employees.

Employees who are required to travel to training classes shall receive travel time in accordance with the agreement. During the New Fleet training period, Gang Foremen vacancies shall continue to be covered in the same manner as they are covered presently, however, a Gang Foreman scheduled for training shall attend such training class unless otherwise directed by the Carrier.

Very truly yours,

/s/ G. M. Moran  
Director - Labor Relations (Negotiations)

cc: J. Bernet

## APPENDIX J-3

### **Agreement between the Long Island Rail Road and the IRSA regarding Gang Foreman Training and Qualifications in accordance with CFR 238.109**

In order to comply with the impending Federal rules regarding Gang Foreman training and qualification, the following agreement is made to be effective on signing.

#### **1. Gang Foreman Job Description**

Gang Foreman job descriptions shall be amended to add the following language:

“In addition to all other Gang Foreman duties, a Gang Foreman must be qualified to supervise the completion of all safety related inspections, tests and maintenance of all passenger equipment as required by CFR 238.109.”  
A Gang Foreman must be qualified as a QMP – A in order to hold a Gang Foreman position in the M of E department except as outlined in paragraph 2 (c) and (d) below.

#### **2. Qualification and Testing**

a) All Gang Foremen shall be trained and tested as QMP – A 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 shall be determined by the Carrier in accordance with the requirements of CFR 238.109.

b) All Gang Foremen must successfully complete the training and pass the tests given. Initially, the tests 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 tests shall be developed by the Carrier in accordance with the requirements of CFR 238.109.

c) One retest shall be given upon failure of any test with retraining 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 the course content involved, however, in no event shall such retest be rescheduled less than seven (7) days following such failure nor more than fourteen (14) days thereafter.

If an employee fails the retest, he/she shall be considered disqualified and may bump into a Gang Foreman position in the Support Shops or the maintenance Gang, seniority permitting provided that those positions do not require training and testing in accordance with CFR 238.109.

d) Should a Gang Foreman be unable to qualify as a QMP-A nor be able to hold a Gang Foreman position in either the Support Shops or the Maintenance gang, he/she may revert to a previous position in another craft if qualified for same and permitted by the applicable labor agreements. Should an employee be unable to hold a position in another craft, he/she shall be terminated.

e) Gang Foremen who are initially qualified must attend QMP-A refresher training as well as testing at intervals not to exceed three (3) years. Such training and testing shall be developed by the Carrier in accordance with the requirements of CFR 238.109. The provisions of paragraph 2(a), (b), (c), and (d) shall apply to refresher training and testing as well.

#### **3. Qualification and Testing Records**

The Carrier shall be responsible to keep all qualification and testing records in accordance with the federal rules. Gang Foremen who successfully complete all training and testing (both MU and Diesel) shall be designated as a Qualified Maintenance Person-A. A Gang Foreman or his/her designated union representative may view qualification and testing records upon request of the M of E department.

#### **New Equipment**

The above rules shall apply in the same manner in the event the Carrier purchases new equipment.

For IRSA:

/s/  
Ralph Domenici  
General Chairman

/s/  
John Cregan  
Vice General Chairman

Date: January 16, 2001

For LIRR:

/s/  
Kenneth Bauer  
President

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

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

Date: January 8, 2001

## APPENDIX J-4

### AGREEMENT BETWEEN THE INDEPENDENT RAILWAY SUPERVISORS ASSOCIATION 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 Independent Railway Supervisors Association Gang Foremen on the M-7 fleet in order to provide the skills to LIRR employees responsible for the supervision of employees performing the maintenance, inspection, and repair of the M-7 Multiple Unit Locomotives (MU).

For the purpose of this agreement, employee shall mean Gang Foreman.

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 MU 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 stage 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 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, on all modules, 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 retaken at the trainee's request, but not later than 14 days following the failure. Failure of the retest shall be handled in accordance with the CFR 238.109 agreement signed January 16, 2001.
- 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-A 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 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 all modules and will be scheduled before or after the employees 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 and the effectiveness of the training course.
- c) 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.
- d) 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 the 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 a retest shall not be offered training again unless the employee bids or bumps into a position requiring M-7 qualification. After January 1, 2005, such employee must bid or bump Basic M-7 qualified. 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 JRE 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 supervise craft employees who inspect, maintain, and repair the equipment's mechanical and electrical systems. Must be familiar with 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 Gang Foremen 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. Gang Foremen Trainees shall receive Basic and Advanced M-7 training during the Gang Foremen training program.

For the IRSA:

/s/

Ralph J. Domenici, General Chairman

/s/

John Cregan, Vice General Chairman

For the LIRR:

/s/

Kenneth J. Bauer, President

/s/

John W. Bernet, Vice President-Labor Relations

**APPENDIX K**

July 24, 2002

Mr. Ralph Domenici, General Chairman  
Independent Railway Supervisors Association  
10 Lyman Avenue  
N. Patchogue, NY 11772

Re: Track Car Pilot-IRSA Represented Employees

Dear Mr. Domenici:

This is to confirm our agreement regarding the use of IRSA represented employees as Track Car Pilots.

Effective on Wednesday, March 6, 2002, when an IRSA 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 IRSA 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 service. Once qualified, an IRSA represented employee must operate as a Track Car Pilot when required. Once qualified as a Track Car Pilot, the employee must maintain such qualification as long as he/she remains in an IRSA represented position.

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.

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/  
Ralph Domenici, General Chairman

cc: D.C. George, J. Southard, S. M. Drayzen, S. R. DaLeo, B. J. Finn, G. M. Moran

**APPENDIX L**

May 13, 2004

Mr. Ralph J. Domenici, General Chairman  
Independent Railway Supervisors Association  
10 Lyman Avenue  
Patchogue, NY 11772

**Re: Lock In Period Following Gang Foreman Training Program (Electric Traction Department)**

Dear Mr. Domenici:

As you know, the Electric Traction Department recently established a Gang Foreman Training program in accordance with Rule 48 which provides in part: "The selection of employees for said program, the structure, standards, content, length and testing, shall be determined by the Carrier." A copy of the program outline is attached for your information.

In connection with this training program, it was agreed that when an employee successfully completes the program, he/she will be required to remain in the sub-department (i.e. substations, EL&P, high-tension, etc.) for a minimum of 24 months from the date he/she graduates the training program.

If you concur, please sign in the space provided.

Very truly yours,

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

I CONCUR:

/s/  
R. J. Domenici, General Chairman

5/24/2004  
Date

Attachment (course outline/administrative procedure)

cc: J. S. Collins, B. J. Finn, G. M. Moran, R. J. Puciloski, R. Sorrentino

## GANG FOREMAN TRAINING PROGRAM

- I. OBJECTIVE
- II. CANDIDATE SELECTION AND EXPECTATIONS
- III. CLASSROOM TRAINING AND ON THE JOB FIELD TRAINING
- IV. TRAINEE EVALUATIONS

### I. OBJECTIVE

These positions are designed to prepare the selected candidate with the necessary tools to enhance their leadership abilities. The trainee positions will allow the candidate to obtain the required training having minimal impact on the daily operation.

This program will assist the trainee in learning the required skills to assist in achieving his/her goals. All classes will be coordinated through the training department during the first 6 months. It is imperative that all classroom training be completed as early as possible in conjunction with field training.

However, as to not delay field experience, trainees may be required to return for classes depending on instructor/room availabilities.

Upon completion of classroom training, trainees will perform a combination of duties and responsibilities in assisting supervisors and other gang foremen during the daily operation. Assignments will be given by their respective supervisors, who will evaluate their performance periodically.

### II. CANDIDATE SELECTION AND EXPECTATIONS

The selection process will be based on satisfactory work performance, attendance, safety and discipline records. The trainees' position will assist the Gang Foreman in all areas as outlined in the major responsibilities section of the career bulletin.

All candidates must meet the minimum requirements as stated in the Gang Foreman positions posting.

Trainees will be expected to perform all functions as required of a Gang Foreman. They will be permitted to cover in case of any vacancy including but not limited to, sick, vacation, personal day, injury, etc.

Trainees will be required to perform 4 STOP audit observations per month.

Trainees will only be entitled to gang overtime, for the position of which they are covering.

All planned/emergency overtime will be distributed through contractual procedures, of which, Gang Foremen trainees will be asked upon exhausting its respective area's list.

The headquarters rules are waived so that employees may report to the training locations other than their headquarters without travel time or additional compensation.

Gang Foreman's seniority will start as of first day of training provided he/she successfully completes the program as per Rule 48B. The training program will continue for a period of 6 months. At the end of the 6 months, all classes must be complete. Third Rail Gang Foremen will have 18 months to complete TC Pilot Training. All Gang Foremen are on probation for 18 months, the required training must be completed for a Roster #.

Trainees will make vacation selections from a separate list during calendar year of training.

Upon receiving a Roster #, the Gang Foremen will be required to remain in that classification for a period of not less than 24 months.

### III. CLASSROOM TRAINING & ON-THE-JOB FIELD TRAINING

Classroom training completed prior to field training

- |  |        |
|--|--------|
| 1) Effective Business Writing              | 3 Days |
| 2) System Safety (STOP program, AR20 Inv.) | 2 Days |
| 3) Labor Relations                         | 1 Day  |
| 4) Managing Diversity                      | 1 Day  |
| 5) Legal Issues/EEO and the Law            | 1 Day  |
| 6) Managing to Excel                       | 5 Days |
| 7) Identifying the troubled employee       | 1 Day  |
| 8) TC Pilot Qualification*                 |        |

#### Department Training (Outlines Attached)

- |                                      |        |
|--------------------------------------|--------|
| 1) Material Procurement Distribution | 1 Day  |
| 2) Engineering System Operations     | 5 Days |
| 3) ET Design                         | 5 Days |
| 4) MANIS/Kronos                      | 2 Days |

\*Contingent on class availability  
Third Rail Requirement

#### **Material Procurement Distribution**

##### Types of Procurements:

- 1) Inventoried Procurements
  - a. MRP purchase orders for maintenance
  - b. Request item purchase orders for maintenance
  - c. Project item purchase orders
  - d. Charge-out process
- 2) Non-Inventoried Procurements
  - a. Standard purchase orders
  - b. Release purchase orders against a BPO
  - c. VISA card procurements

##### Project Planning:

- 1) Bills of materials
- 2) Gang Foreman Walk-through process
- 3) Item lead times
- 4) Material storage
- 5) Reclaims

##### Understanding Project Types:

- 1) MTA Capital Projects
- 2) OFC
- 3) Maintenance Work Orders
- 4) I&C reimbursable projects

## **Engineering System Operations**

Day 1 – Informational overview of the Engineering System Operation Room; review daily log for train delay/analysis.

Day 2 – Overview of the signal/speed control system.

Day 3 – Instruction for filling out a protection permit and Maximo trouble ticket system.

Day 4 – Listing of and location of substation/motor generator, train station/system branches.

Day 5 – Overview of the Movement Bureau/Car control Signal Department/Train Dispatchers.

## **ET Design**

Day 1 – Introduction to Organization and Functions of ET Design Group by Engineer of ET Design. Review of ET Design ISO-9001 Procedures and CE-1 Standards.

Day 2 & 3 – Meet with Electrical Designers and go over specific projects that are in design/construction progress. Review drawings and specifications and provide comments.

Day 4 – Meet with ET Inspectors and visit various sites to perform joint inspections on ongoing projects, as per ET Design ISO-9001 procedures.

Day 5 – Meet with Document Control Coordinator and review the FileNet System. Meet with the Assistant Engineer and Engineer of ET Design and review procedures for red-lining as-built drawings of F/A's construction projects.

## **Manis/Kronos System**

Day 1 – Overview of the Manis/Kronos System, proper completion of forms, work orders – LIPA numbers, facilities/branches, truck numbers, attendance information, time frames, overtime approval. Accident Procedures – MVA – Employee, notification, procedures.

Day 2 – Overview of the Sick Leave Policies, stop audits, training, Helper Proficiency Reports, advertisement for bid form completion, expenses, wage progressions, Safety Talk Meetings.

## **V. Gang Foreman Trainee Evaluations**

Gang Foreman Trainee evaluations will be completed on a monthly basis by their respective supervisor. The trainee will also receive feedback from their Engineer on a monthly basis discussing safety, performance, and developments.

Monthly evaluation form is attached and will be kept in department file.

MONTHLY EVALUATION

GANG FOREMAN TRAINEE NAME \_\_\_\_\_  
IBM NO. \_\_\_\_\_

TRAINEE WILL EXPLAIN OR DESCRIBE:

	N/A	0	1	2	3	4	5
• <u>Manis (Time &amp; Attendance)</u>							
• <u>Safety (Stop audit Observations)(Tailgate Meetings)</u>							
• <u>Daily Log, EIC Task Activities</u>							
• <u>Procurement and Materials</u>							
• <u>Truck Audit/Inspections</u>							
• <u>Communications clear/concise</u>							
• <u>Takes initiatives/problem solving</u>							
• <u>Follows LIRR Rules/Procedures</u>							
• <u>Consistently achieves goals</u>							
• <u>Works well with peers and supervisors</u>							

- 1 – Incompetent
- 2 – Poor understanding
- 3 – Understands Basics
- 4 – Good understanding
- 5 – Extremely competent

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STOP AUDITS: \_\_\_\_\_ QTY: \_\_\_\_\_  
Supervisor \_\_\_\_\_ Date: \_\_\_\_\_  
Gang Foreman \_\_\_\_\_ Date: \_\_\_\_\_  
Trainee \_\_\_\_\_ Date: \_\_\_\_\_

cc: Engineer

**APPENDIX M**

March 30, 2005

Mr. Ralph Domenici, General Chairman  
Independent Railway Supervisors Association  
10 Lyman Avenue  
Patchogue, NY 11772

Dear Mr. Domenici:

**Re: KRONOS Training Version 5.0**

This will serve to confirm our understanding reached this date regarding the training of Independent Railway Supervisors Association Gang Foremen on the Kronos time and attendance system version 3.4 to 5.0 revision.

For the purpose of this agreement, employee shall mean Gang Foreman.

Outside vendors and the Central Manpower Staff shall provide the training for the employees at no cost to the employee. The Carrier will supply all required training materials.

Training will be held at the Hillside Maintenance Complex, Training Department Lab #10 and held during the hours of 9:00 a.m. to 3:00 p.m. The training will be one day, approximately six (6) hours in length.

All employees will be required to schedule themselves for and attend the aforementioned training. Training will be provided during an employee's tour of duty when possible. All others will be provided a schedule of training dates and times from which to choose. Every effort will be made to cooperate with the scheduling of the training.

An employee who is required to attend Kronos training at a time other than their normal tour of duty will have the option of attending the Kronos training course in lieu of their regular assignment or attend the training and their normal assignment. An employee who elects the option to attend the Kronos training course in lieu of their regular assignment will be prohibited from working an overtime assignment during what would have been their normal tour of duty. Employees who attend both the training course and their normal tour of duty will be paid a total of eight (8) hours at the straight-time rate of pay for the training (including travel if applicable) and eight (8) hours straight time for their tour of duty for a total of sixteen (16) hours straight time.

Notwithstanding 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, employees shall attend the training at the straight-time rate of pay. The Organization, at its discretion, may bring the dispute to arbitration as provided for by the collective bargaining agreement and shall submit one claim to be filed with the Director-Labor Relations.

When employees are scheduled for training at a location other than their bid location, the employee shall be provided one (1) hour of travel time (straight time) each way.

Finally, this understanding has been reached with the IRSA due to the particular circumstances involved and on a non-precedent setting basis. It is understood that there are no contractual requirements to negotiate training with the IRSA.

Sincerely,

/s/  
Mark P. Sullivan  
Chief Mechanical Officer

I Concur: 4/18/05  
Date

/s/  
Ralph Domenici, General Chairman  
Independent Railway Supervisors Association

cc: J. DiCioccio, S. M. Drayzen, A. Micheletti, M. Ryder, M. D. Chirillo





**APPENDIX N-2**

December 13, 2005

Mr. Ralph Domenici, General Chairman  
Independent Railway Supervisors Association  
10 Lyman Avenue  
Patchogue, NY 11772

Re: Gang Foremen Hi-Rate to Supervisor Positions

Dear Mr. Domenici:

This will confirm discussions held with my representative R. J. Puciloski regarding the compensation to be paid to Gang Foremen requested to cover vacant Supervisor positions.

In order to alleviate any confusion as to the proper compensation for hi-rating a Gang Foreman to a Supervisor's position, below outlines the guidelines to be used in such a case and the compensation that shall be given.

- The Gang Foreman must be assigned by an appropriate Carrier official to cover the Supervisor position.
- When a Gang Foreman is high-rated to cover a Supervisor position, he/she will be compensated eight (8) hours at the Gang Foreman straight-time rate of pay plus one (1) hour and five (5) minutes at the Gang Foreman overtime rate of pay. The overtime payment will not be used for computing additional overtime worked during the same 24-hour period.
- An appropriate entry on the daily overtime sheet for the location will identify the position covered, reason for, and the total compensation approved.

Should you have any questions concerning this issue, please contact my representative R. J. Puciloski on Extension 4887.

Very truly yours,

/s/

B. J. Finn  
Chief Engineer

### APPENDIX N-3

Date May 5, 2006  
To A. Micheletti, Manager-Personnel, Administration & Support  
From M. D. Chirillo, Director-Strategic Initiatives  
Re Gang Foreman Hi-Rate to Management (Plant Engineer Hi-Tech) Positions

Pursuant to my April 25, 2006 discussion with IRSA General Chairman C. Curtin, the following is the compensation to be paid to Gang Foremen requested to cover vacant Plant Engineer Hi-Tech positions and how it is to be administrated:

- The Gang Foremen must be assigned by an appropriate Carrier official to cover the Plant Engineer Hi-Tech position.
- The appropriate compensation for Plant Engineer Hi-Tech (a tour of duty) is two (2) hours at the straight time rate of pay of a Gang Foreman (at the covering Gang Foremen rate of pay), to be added to their regular compensation for their normal assignment.
- An appropriate entry on the daily overtime sheet for the location will identify the position covered, reason for, and the total compensation approved.

Should you have any questions please contact me on extension 3206.

cc: M.P. Sullivan, D. Cleary, E. Rodriguez, V. Andreotti, J. Lemanski, S. Drayzen, M. Chirillo

APPENDIX O

December 14, 2007

Mr. Charles M. Curtin  
International President and General Chairman  
Independent Railway Supervisors Association  
78 Sullivan Road  
Farmingdale, NY 11735-2344

**Re: Definition of Regular Wages**

Dear Mr. Curtin:

The Memorandum of Understanding dated December 14, 2007, in Article II, Section 1, establishes a modified Defined Benefit Pension Plan for employees hired after the date of final ratification. In this modified Plan, overtime earnings in excess of 20% of "regular wages" are not included for the purpose of calculating retirement benefits.

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

Please indicate your concurrence by signing below.

Sincerely,

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

**I agree:**

\_\_\_\_\_/s/  
Charles M. Curtin, International President and General Chairman  
Independent Railway Supervisors Association

\_\_\_\_\_  
12/14/07  
Dated

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

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

## APPENDIX P

February 25, 2009

Mr. Andrew McDonald, General Chairman  
Independent Railway Supervisors Association  
69 Imperial Drive  
Selden, NY 11784

**RE: Relief Day Overtime – Engineering Department**

Dear Mr. McDonald:

As you are aware, the IBEW has been in discussions with the Carrier regarding the issue of payment of overtime for relief day work and the methods of calculation that could be applied. This issue had come to light after submissions of money claims for seventh day work.

It was discussed with the IBEW that either the current method of calculating relief day overtime could continue, or the principle of a 24-hour clock establishing a “workday” in the same manner used during a workweek could be applied to relief days. In either case, the system utilized would be memorialized in writing. The IBEW agreed to the 24-hour “workday” principle. Inasmuch as IRSA represented Gang Foremen supervise Electricians in the Engineering Department, it seemed prudent to handle them in the same manner.

As a result, this letter will serve to confirm our understanding that in the Engineering Department the practice of applying all time worked to the day the period of service commenced will cease and going forward, the 24-hour clock will be utilized to distinguish an employee’s regular work and relief days. This will ally the Engineering Department with the practice being utilized in the Maintenance of Equipment Department and the principles utilized in the railroad industry establishing a “day” as a twenty-four (24) hour period beginning with the start of an employee’s assignment.

An example of how a relief day will be identified is, an employee who works a regular assignment, Monday through Friday, between 8:00 a.m. and 4:00 p.m. will start his/her first relief day at 8:00 a.m. on Saturday and his/her second relief day at 8:00 a.m. on Sunday.

Prior to this understanding, an employee with the same workweek noted above who started an overtime assignment at 2:00 a.m. on Saturday morning and continuing through until 3:00 p.m. on Saturday would have worked 13 hours in addition to the 8 hours he/she regularly worked on Friday and no time worked on Saturday. If this employee worked anytime on Sunday after 8:00 a.m., he/she would have been paid time and one-half, not double time, since there was no time applied to the employee’s first relief day.

As a result of our understanding and using the same example, this employee would now be entitled to double time for his second relief day (provided he/she worked all hours of their assignment during their workweek) because the Department will now consider all time worked after 8:00 a.m. on Saturday, time worked, on the employee’s first relief day.

Other examples of how time will be applied to work days are as follows:

An employee works a 7:30 a.m. – 3:30 p.m. shift Thursday through Monday. He begins an overtime assignment commencing at 1:00 a.m. on Tuesday and continues working until 2:00 p.m. All work from 1:00 a.m. on Tuesday until 7:29 a.m. is considered worked on Tuesday, the employee’s first relief day.

The next week the same employee worked all the hours of his regular workweek and was called in to work at 6:30 a.m. on Wednesday and works until 3:30 p.m., totaling 9 hours overall. This employee would be compensated 1 hour at the overtime rate for working 6:30 a.m. – 7:30 (his first relief day) and paid 8 hours double time for the time worked on his second relief day.

In another example of how the 24-hour clock is applied, an employee works an 8:00 a.m. – 4:00 p.m. tour, Monday through Friday. This employee works Friday 8:00 a.m. – 4:00 p.m., goes home and reports back to duty at 11:00 p.m., he then works continuous to 8:00 p.m. Saturday evening. This employee would be compensated in addition to his regular straight time hours, time and one-half from 11:00 p.m. – 7:00 a.m. and double time from 7:00 a.m. to 8:00 p.m. The time worked from 8:00 a.m. Saturday until 8:00 p.m. Saturday evening would be considered time worked on his first relief day.

Although the above defines a workday, it doesn't apply in one situation, that situation being a short swing relief assignment.

A short swing relief assigned is defined as an assignment that has different starting times on different days and has less than 72 hours between the starting time of the employee's assignment of their fifth workday and the time their assignment begins on the first workday of the following week. In these cases, any shift starting on the calendar day of an employee's relief days are shifts worked on their relief days.

An example of a short swing relief assignment and overtime payment:

Relief Assignment No. 1

Wed – Thu:	Relief Days
Fri – Sat:	Midnight – 8:00 a.m.
Sun:	8:00 a.m. – 4:00 p.m.
Mon – Tue:	4:00 p.m. – Midnight

Utilizing the above example, if the employee works Wednesday from 4:00 p.m. – 10:00 p.m. and Thursday from 8:00a .m. – 4:00 p.m. and this employee worked all the hours of his/her assignment during his/her workweek, he/she would be entitled to 6 hours at the time and one-half rate of pay for work performed on his first (Wednesday) calendar relief day and 8 hours of double time for work performed on his second (Thursday) calendar relief day.

Holidays were also discussed and included as part of the agreement. Should one of the recognized holidays fall during an employee's regular workweek and the employee is not scheduled to work the holiday, it is agreed that the employee should not be penalized because of the holiday and it shall count towards qualifying an employee for working all vacation, DS/DA days, FMLA, discipline/suspension, union business (except Code 7) but not limited to those mentioned during a workweek will disqualify an employee for second relief day double time payment.<sup>1</sup>

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

Very truly yours,

\_\_\_\_\_  
/s/  
M. D. Chirillo  
Director –Labor Relations (Administration)

I Concur:

\_\_\_\_\_  
/s/  
A. McDonald, General Chairman – IRSA

\_\_\_\_\_  
2/25/09  
Date

cc: S. M. Drayzen, B. Finn, R. Semenick, J. Postorino, R. Puciloski, S. Daleo, L. Kane,  
K. Layne, Labor Relations Staff

<sup>1</sup> For the purposes of this agreement, any Military and/or Jury Duty served by an employee during the workweek will be considered part of the employee's assignment and not disqualify him/her from performing all the hours of their assignment.

## APPENDIX Q

March 23, 2009

Mr. Andrew T. McDonald, General Chairman  
Independent Railway Supervisors Association  
69 Imperial Drive  
Selden, NY 11784

**RE: New Gang Foremen Positions, Gang Foreman – Cable Shop & Gang Foreman - Material Specialist**

Dear Mr. McDonald:

This letter will serve to confirm your discussions with the Engineering Department and Labor Relations regarding the establishment of the aforementioned positions.

### **Gang Foreman – Cable Shop**

It is anticipated that the Carrier will post initially one (1) position as various headquarters. The tour of duty for this new position will be 8:00 a.m. – 4:00 p.m. with Saturday and Sunday relief days.

The title of this new position will be “Gang Foreman – Cable Shop.” Unlike other Gang Foremen positions in ET, the position will not require the employee to be Track Car (TC) qualified. The new position(s) will have the following qualifications:

“Must be qualified to plan, lead, direct, regulate and coordinate the work of subordinate employees, order material, prepare requisitions, distribute material and keep the Electric Traction Department’s material stock up to date and in order. The position requires the individual to be proficient in the various Rail Road’s programs/procedures to order and charge out materials. Also, the individual must be Third Rail qualified and have a minimum of two (2) years as a Third Rail Electrician.

The Gang Foreman – Cable Shop will be required to remain qualified and remain Gang Foreman – Cable Shop qualified for a period of at least thirty-six (36) months from the date of qualification so long as there is a Gang Foreman – Cable Shop position available.

Once the initial thirty-six (36) month requirement to remain qualified and remain in a Gang Foreman – Cable Shop position is satisfied, there will be no further obligation to remain in a Gang Foreman – Cable Shop position except as provided for in the Controlling Agreement.

No current Gang Foreman – Third Rail will be considered fully qualified for these positions. Those making application will be required to qualify in accordance with the Controlling Agreement and for these positions only will be provided thirty (30) working days in lieu of the normal twenty (20) working days to demonstrate their ability to competently perform the job. In accordance with Rule 13 (C), a Gang Foreman exercising seniority as a result of a displacement must be qualified for the position desired. However, for these positions only, a Gang Foreman – Third Rail exercising their seniority will have the right to exercise their seniority to obtain the Gang Foreman – Cable Shop position and will be provided the thirty (30) working days mentioned above to qualify. Gang Foremen-Third Rail obtaining the Gang Foreman – Cable Shop position in this manner will be subject to the thirty-six (36) month lock-in period described above.

Gang Foremen – Third Rail who are TC qualified will be required to maintain their TC qualification while holding a Gang Foreman – Cable Shop position. All provisions of the July 24, 2002 Track Car Pilot Agreement remain unchanged.

Although the position does not require TC qualification, the Gang Foreman – Cable Shop will have eighteen (18) months to obtain the TC qualification as outlined in the Gang Foreman Trainee position. This requirement is to protect the incumbent, to the extent possible, should he/she become displaced.

Gang Foremen holding the aforementioned title will be placed on the bottom of the regular Gang Foreman – Third Rail overtime roster and only be available for overtime assignments (planned or emergency) when the Gang Foreman – Third Rail roster has been exhausted. The only exception is if the overtime is for work in the Gang Foreman – Cable Shop title.

**Gang Foreman – Material Specialist**

It is anticipated that the Carrier will post one (1) initial position as various facilities. The tour of duty for this new position will be 8:00 a.m. – 4:00 p.m. with Saturday and Sunday relief days.

The title of this new position will be “Gang Foreman – Material Specialist” and have the following qualifications:

“Must be qualified to plan, lead, direct, regular and coordinate the work of subordinate employees, order material, prepare requisitions, distribute material and keep the Substation Department’s material stock up to date and in order. The position requires the individual to be proficient in the various Rail Road’s programs/mechanisms to order and charge out materials. Also, the individual must be Substation qualified and have a minimum of two (2) years as a Substation Electrician.”

Gang Foremen, who have qualified as Gang Foreman – Substation-Material Specialists will be required to remain qualified and remain Gang Foremen–Substation-Material Specialist qualified for a period of at least thirty-six (36) months from the date of qualification, so long as there is a Gang Foreman – Substation-Material Specialist position available. During this period, Gang Foreman – Material Specialists who are displaced from the Gang Foremen – Substation-Material Specialist position for any reason are required to bid for, bump to, or be available for assignment to another Gang Foreman – Substation-Material Specialist position.

Once the initial thirty-six (36) month requirement to remain qualified and remain in a Gang Foreman – Substation-Material Specialist position is satisfied, there will be no further obligation to remain in a Gang Foreman – Substation-Material Specialist position, except as provided for in the Controlling Agreement.

No current Substation Gang Foremen will be considered fully qualified for these positions. Those making application will be required to qualify in accordance with the Controlling Agreement and for these positions only will be provided thirty (30) working days in lieu of the normal twenty (20) working days to demonstrate their ability to competently perform the job. In accordance with Rule 13 (C), a Gang Foreman exercising seniority as a result of a displacement must be qualified for the position desired. However, for these positions only, a Substation Gang Foreman exercising their seniority will have the right to exercise their seniority to obtain the Gang Foreman – Substation-Material Specialist position and will be provided the thirty (30) working days mentioned above to qualify. Substation Gang Foremen obtaining the Gang Foreman – Substation-Material Specialist position in this manner will be subject to the thirty-six (36) month lock-in period described above.

Employees holding the aforementioned title will be placed on the bottom of the regular Substation Gang Foreman overtime roster and only be available for overtime assignments (planned or emergency) when the Substation Gang Foreman roster has been exhausted. The only exception is if the overtime is for work within the title, then the overtime must be assigned only to qualified Substation Gang Foreman-Material Specialist.

The 100% rate of pay for these positions will be \$39.543 per hour.

It is understood that there is no requirement to negotiate qualifications, tours of duty, or headquarters with the Organization and that this agreement is being made solely due to the particular circumstances and requirements of these specialized positions. The Carrier reserves its right, as it may deem necessary from time to time to change, add, or abolish all of the aforementioned positions.

Should the aforementioned correctly reflect our understanding, please sign in the space provided below.

Very truly yours,

\_\_\_\_\_  
/s/  
M. D. Chirillo  
Director – Labor Relations (Administration)





## APPENDIX R

May 7, 2009

Mr. Andrew T. McDonald, General Chairman  
Independent Railway Supervisors Association  
69 Imperial Drive  
Selden, NY 11784

RE: Establishment of Gang Foremen Mentor(s)

Dear Mr. McDonald:

This confirms the parties' agreement that effective May 7, 2009, Carrier proposes to create the title of Gang Foreman (GF) Mentor in order to supplement, assist and support the Maintenance of Equipment Department's Gang Foreman Training Program (hereinafter referred to as the "Program"). The terms of this agreement are as follows:

1. Gang Foreman trainees will continue to be assigned by the Carrier to and at locations for field training as part of the Program at the sole discretion of the Carrier. There will be no requirement for Gang Foreman trainees to work under the observation or control of a GF while in field training and may continue to be monitored, evaluated and instructed by Training Instructors, managers or other non-represented supervisors.
2. For the purpose of instructing and providing feedback to management on the progress of trainees, GF may also be required to assist in the instruction of Gang Foreman trainees while these trainees are assigned to them in the shops and yards. This assignment will be in addition to their regular GF duties.
3. GF identified for this assignment will be considered "Gang Foreman Mentors." The rate of pay for this position will be the regular GF rate of pay, plus any contractually agreed upon differentials and a stipend as noted below. The Carrier will establish the criteria to select a GF for Mentor status without regard to seniority.
4. Carrier, with input from the Organization, shall appoint GF to these positions. Carrier will have sole discretion when selecting a GF for this assignment as well as the amount of Gang Foreman Mentors required. Carrier, at its option, may create a pre-screener to assess possible GF mentor candidates. GF, on a voluntary basis, may also request to be considered as a Gang Foreman Mentor. The Carrier, at its sole discretion, may select or remove a GF from Mentor status at any time and for any reason, and the Carrier's decision shall not be subject to further review.
5. Gang Foreman Mentors will ensure trainees receive instruction for all tasks associated within the area assigned and note their successful completion on an appropriate form (hereinafter referred to as the "Task Completion Form") provided by the Carrier. The Task Completion form will include as a minimum all tasks the trainee(s) will be required to successfully complete in an area, and a place for both the trainee and Gang Foreman to sign off when each task is successfully completed. Some tasks Gang Foreman trainees will be required to learn and demonstrate may take longer than one tour of duty. As a result, Gang Foreman Mentors will only be required to remit to the Carrier Task Completion Forms at the end of each pay week.
6. Gang Foreman Mentors will meet with management no less than once a week to discuss the progress of Gang Foreman Trainees assigned in their locations. At that meeting, Gang Foreman Mentors will be required to attest to the competency of the trainees assigned to them and the tasks they have successfully completed.
7. A Gang Foreman, chosen as a Gang Foreman Mentor, will receive for each day he/she is directed to instruct and report on trainees, one hour of pay at the straight time rate of pay in addition to their regular compensation. When the Carrier requires that the GF Mentor complete a Task Completion Form supplied by the Carrier, the one-hour payment will be made when the Task Completion Form(s) are completed to the satisfaction of the Carrier. A Gang Foreman Mentor will only receive the one-hour of pay in addition to their regular compensation when they have Gang Foreman trainees assigned to them.

8. The Carrier will utilize all task assignments in conjunction with other program documents to measure and rate a Gang Foreman trainee's progress. Final determination regarding the successful completion of the program will remain with the Carrier.

If you agree, please sign in the space provided and return a copy for our files.

Very truly yours,

\_\_\_\_\_/s/\_\_\_\_\_  
M. D. Chirillo  
Director – Labor Relations (Administration)

I Concur:

\_\_\_\_\_/s/\_\_\_\_\_  
Andrew T. McDonald, General Chairman – IRSA

\_\_\_\_\_/5/7/09\_\_\_\_\_  
Date

cc: S. Drayzen, R. Agritelley, M. Gelormino, E. Rodriguez, A. Micheletti, K. Meilick, W. Shaw,  
L. Kane, K. Layne

**Blank**

Independent Railway Supervisors Association

Gang Foremen

Title	Year	% Inc.	Rate	Progression For Night Differential*							Notes	
				100%	97.5%	95%	93%	90%	87%	85%	No.	Eff.
Gang Foreman	1/1/2006	3%	35.666	2.040	1.989	1.938	1.897	1.836	1.775	1.734	1	7/29/1998
	1/1/2007	4%	37.093	2.040	1.989	1.938	1.897	1.836	1.775	1.734	3	1/30/2008
	1/1/2008	3.5%	38.391	2.040	1.989	1.938	1.897	1.836	1.775	1.734	5	3/23/2009
	1/1/2009	3%	39.543	2.040	1.989	1.938	1.897	1.836	1.775	1.734		

Occ: ME (GF-Wreck Master)=4480 (100%) Occ:ME=4460 (85%, 90% & 100%) Occ:ME=4458 (93%) Occ:ME=4459 (87%) Occ:ME GF Trainee=4475 (85%)  
 Occ: ET=4462 Occ: L&P=4465 Occ: Substation=4466 Occ: Plumber Foreman=4570 Occ: ET GF Trainee=4476 (85%)  
 Occ: GF-Material Specialist=4472 Occ: GF-Cable Shop Non TCP=4473

NOTE: GF-3rd Rail Trainee will utilize Occ. Code 4476. GF-3rd Rail (87%-100%) will utilize Occ. Code 4462.

Gang Foremen (When Qualified as Track Car Pilots)

Title	Year	% Inc.	Rate	Progression For Night Differential*							Notes	
				100%	97.5%	95%	93%	90%	87%	85%	No.	Eff.
Gang Foreman	1/1/2006	3%	36.758	2.040	1.989	1.938	1.897	1.836	1.775	1.734	2	3/6/2002
	1/1/2007	4%	38.228	2.040	1.989	1.938	1.897	1.836	1.775	1.734	3	1/30/2008
	1/1/2008	3.5%	39.566	2.040	1.989	1.938	1.897	1.836	1.775	1.734	4	12/22/2004
	1/1/2009	3%	40.753	2.040	1.989	1.938	1.897	1.836	1.775	1.734	5	3/23/2009

Occ: ET=4461 (100%) Occ: ET=4463 (93%) Occ: ET=4464 (90%) Occ: ET=4468 (87%) Occ: ET=4469 (85%) Occ: ET GF Trainee=4477 (85%&87%)  
 Occ: GF-Cable Shop TCP=4471  
 Occ: GEN=4467 (100%) - General for all other departments except ET in case other departments become TCP qualified.

NOTE: Gang Foreman-3rd Rail Trainee will utilize Occupation Code 4477.

Gang Foreman-3rd Rail (87%-100%) will utilize the ET Occupation Codes that matches their progression.

GF-3rd Rail (87%)=4468, GF-3rd Rail (90%)=4464, GF-3rd Rail (93%)=4463, GF 3rd Rail (100%)=4461.

Notes:

1-New Hire Progression Amended 07/29/98

2-Eff. 3/6/02, granted skill differential of \$1.00 per hour added to rate of position when not Track Car Pilot.

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-GF Cable Shop & GF-Material Specialist implemented as per 3/23/2009 Agreement in the Engineering Department.

New Hire Wage Progression Prior to 07/29/98

NO LONGER UTILIZED/EMPLOYEES AT 100%			
1st	365	Calendar Days	85%
2nd	365	Calendar Days	90%
3rd	365	Calendar Days	95%
4th	365	Calendar Days	97.5%
After	1,460	Calendar Days	100%

New Hire Wage Progression effective 07/29/98

1st	365	Calendar Days	85%
2nd	365	Calendar Days	87%
3rd	365	Calendar Days	90%
4th	365	Calendar Days	93%
After	1,460	Calendar Days	100%

All Progression Rates Are On Next Page and available in the Kronos System

Prior company service does not count toward wage progression.

NOTE: The title GANG FOREMAN and the rate as shown above are applicable to GANG FOREMEN in the following departments:

M of E and Engineering (ET and B&B)

NOTE: The title GANG FOREMAN (When Qualified as a Track Car Pilot) and the rate as shown above is applicable to GANG FOREMEN

(When Qualified as a Track Car Pilot) in the following department:

Engineering

NOTE: The 97.5% and 95% progression rates are no longer utilized as the employees hired prior to 7/29/98 would be at 100% by this time.

This information is provided for record purposes 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.

Independent Railway Supervisors Association

Progression Rates For Gang Foremen (Non TCP Qualified)										
Title	Year	% Inc.	Rate	100%	97.5%	95%	93%	90%	87%	85%
Gang Foremen	1/1/2002	3%	\$32.639	\$32.639	\$31.823	\$31.007	\$30.354	\$29.375	\$28.396	\$27.743
	1/1/2004	3%	\$33.618	\$33.618	\$32.778	\$31.937	\$31.265	\$30.256	\$29.248	\$28.575
NON TCP	1/1/2005	3%	\$34.627	\$34.627	\$33.761	\$32.895	\$32.203	\$31.164	\$30.125	\$29.432
	1/1/2006	3%	\$35.666	\$35.666	\$34.774	\$33.882	\$33.169	\$32.099	\$31.029	\$30.315
	1/1/2007	4%	\$37.093	\$37.093	\$36.165	\$35.237	\$34.496	\$33.383	\$32.270	\$31.528
	1/1/2008	3.50%	\$38.391	\$38.391	\$37.431	\$36.470	\$35.703	\$34.551	\$33.399	\$32.631
	1/1/2009	3%	\$39.543	\$39.543	\$38.554	\$37.564	\$36.774	\$35.588	\$34.401	\$33.610

Methodology for NON TCP Progression Rates: Take the 2002 Non TCP 100% rate of pay X progression and round to the third decimal ( i.e. 95% = \$31.007). To calculate the 2004 rate, take the established 2002 progression rate ( i.e. 95% = \$31.007) and X by 1.03 (3%) and round (i.e. 95%=\$31.937). To calculate the 2005 rate, take the established 2004 progression rate ( i.e. 95% = \$31.937) and X by 1.03 (3%) and round (i.e. 95% = \$32.895). To calculate the 2006 rate, take the established 2005 rate ( i.e. 95% = \$32.895) and X by 1.03 (3%) and round ( i.e. 95% = \$33.882). To calculate the 2007 rate, take the established 2006 rate ( i.e. 95% = 33.882) and X by 1.04 (4%) and round (i.e. 95% = \$35.237). To calculate the 2008 rate, take the established 2007 rate ( i.e. 95% = \$35.237)and X by 1.035 (3.5%) and round ( i.e. 95% = \$36.470). To calculate the 2009 rate, take the established 2008 rate ( i.e. 95% = \$36.470) and X by 1.03 (3%) and round ( i.e. 95% = \$37.564). Gang Foremen (When Qualified as Track Car Pilots)

**NOTE: The 97.5% and 95% progression rates are no longer utilized as the employees hired prior to 7/29/98 would be at 100% by this time. This information is provided for record purposes only.**

Progression Rates For Gang Foremen (TCP Qualified)										
Title	Year	% Inc.	Rate	100%	97.5%	95%	93%	90%	87%	85%
Gang Foremen	1/1/2002		\$32.639	\$32.639	\$31.823	\$31.007	\$30.354	\$29.375	\$28.396	\$27.743
NON TCP										
Gang Foremen TCP	1/1/2002	\$1.00	\$33.639	\$33.639	\$32.823	\$32.007	\$31.354	\$30.375	\$29.396	\$28.743
	1/1/2004	3%	\$34.648	\$34.648	\$33.808	\$32.967	\$32.295	\$31.286	\$30.278	\$29.605
	1/1/2005	3%	\$35.687	\$35.687	\$34.822	\$33.956	\$33.264	\$32.225	\$31.186	\$30.493
	1/1/2006	3%	\$36.758	\$36.758	\$35.867	\$34.975	\$34.262	\$33.192	\$32.122	\$31.408
	1/1/2007	4%	\$38.228	\$38.228	\$37.302	\$36.374	\$35.632	\$34.520	\$33.407	\$32.664
	1/1/2008	3.50%	\$39.566	\$39.566	\$38.608	\$37.647	\$36.879	\$35.728	\$34.576	\$33.807
	1/1/2009	3%	\$40.753	\$40.753	\$39.766	\$38.776	\$37.985	\$36.800	\$35.613	\$34.821

Methodology for TCP Progression Rates: Take the 2002 Non TCP 100% rate of pay X progression, and round to the third decimal ( i.e. 95% = \$31.007). Then add \$1.00 (3/6/02 skill). To calculate the 2004 rate, take the established 2002 progression rate ( i.e. 95% = \$32.007) and X by 1.03 (3%) and round ( i.e. 95% = \$32.967). To calculate the 2005 rate, take the established 2004 progression rate ( i.e. 95% = \$32.967) and X by 1.03 (3%) and round (i.e. 95% = \$33.956). To calculate the 2006 rate, take the established 2005 rate ( i.e. 95% = \$33.956) and X by 1.03 (3%) and round ( i.e. 95% = \$34.975). To calculate the 2007 rate, take the established 2006 rate ( i.e. 95% = 34.975) and X by 1.04 (4%) and round (i.e. 95% = \$36.374). To calculate the 2008 rate, take the established 2007 rate ( i.e. 95% = \$36.374)and X by 1.035 (3.5%) and round ( i.e. 95% = \$37.647). To calculate the 2009 rate, take the established 2008 rate ( i.e. 95% = \$37.647) and X by 1.03 (3%) and round ( i.e. 95% = \$38.766).

**NOTE: The 97.5% and 95% progression rates are no longer utilized as the employees hired prior to 7/29/98 would be at 100% by this time. This information is provided for record purposes 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.