



# **AGREEMENT**

*Entered into by and between*

**THE LONG ISLAND RAIL ROAD COMPANY**

*and*

**MACHINISTS, THEIR HELPERS,  
AND APPRENTICES**

*Represented by*

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS  
AFL-CIO LOCAL LODGE 754**

**RULES UPDATED THROUGH DECEMBER 31, 2016**

*Including*

**AGREEMENTS OF JULY 31, 2014**

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AGREEMENTS OF  
July 31, 2014

and

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December 16, 2010; June 16, 2011; December 16, 2011;  
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## **SCOPE**

These rules shall constitute an Agreement between The Long Island Rail Road Company, and the employees of said Company of the classifications herein set forth as represented by Machinists, Helpers and Apprentices; International Association of Machinists and Aerospace Workers, AFL-CIO, and shall govern the hours of service, working conditions and rates of pay of positions and employees of the following classes in the Maintenance of Equipment Department of The Long Island Rail Road Company:

Machinists, Helpers and Apprentices

## **DEFINITIONS**

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

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



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## **RULE 1**

### **Basic Day**

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

## **RULE 2**

### **Assignment of Work**

- (a) None but Mechanics or Apprentices regularly employed as such shall do Mechanics' work as per the special rules of the Mechanics craft.
- (b) This Rule prohibits Foremen or other supervisory employees in the exercise of their duties to perform work covered by this Agreement, except that a Foreman or other supervisory employees may perform a small

amount of manual work to correct or instruct employees under his/her supervision and to demonstrate new techniques.

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

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

(e) Helpers assigned to assist Mechanics or Apprentices shall be subject to instructions of Mechanics or Apprentices (both under direction of Foremen) and will perform such work as may be assigned to them to the end that they may be kept fully occupied and that the Mechanic or Apprentice and his/her Helper may work jointly to bring the work to a successful conclusion in the shortest possible time.

(f) Nothing in this Agreement shall be construed to prevent Engineers, Firemen and Cranemen of steam shovels, ditchers, clam shells, wrecking outfits, pile drivers and other similar equipment requiring repairs on line of road from making any repairs to such equipment as they are qualified to perform.

## **RULE 2A**

### **Incidental Work Rule**

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

In addition to the above, simple tasks may be assigned to any craft employee capable of performing them for a maximum of two (2) hours per shift. Such hours are not to be considered when determining what constitutes a "preponderant part of the assignment."

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

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

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

## **RULE 3**

### **Changing Shifts**

Employees changed from one (1) shift to another to perform service covered by these rules shall be paid overtime rates for the first shift of each change. Employees working two (2) or more shifts on a new shift shall be considered transferred. This will not apply when shifts are changed in the exercise of seniority or at the request of the employees involved nor to employees on relief assignments.

Relief employees who perform relief work in two positions within a twenty-four (24) hour period will be paid straight time for the first eight (8) hours worked in each position. For time worked in excess of eight (8) hours worked in each position so relieved, he/she will be compensated in accordance with the foregoing provisions of this Rule.

#### **RULE 4**

##### **Assigned Road Work**

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

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

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

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

#### **RULE 5**

##### **Emergency Road Work And Wreck Service**

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

If during the time on the road the employee is relieved from duty and permitted to go to bed for five (5) hours or more, such time shall not be paid for.

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

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

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

#### **RULE 6**

##### **Temporary Service - Outlying Points**

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

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

Employees reporting at the point to which sent shall be paid overtime rates in accordance with the provisions of Rule 4 for all time worked during the initial twenty-four (24) hour period, and thereafter shall be paid at straight time and overtime rates for service performed in accordance with bulletined hours at that point with a guarantee for each day worked of not less than their bulletined hours at home station.

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

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

#### **RULE 7**

##### **Intermittent Service**

At outlying points where less than three (3) tricks of running repair or inspection forces are employed and the required work cannot be performed on a continuous time basis, eight (8) hours work may be bulletined within a spread of ten (10) hours. Employees filling such positions shall be paid overtime for all time actually on duty or held for duty in excess of eight (8) hours from the time required to report for duty to time of release within ten (10) consecutive hours, and also for all time in excess of ten (10) consecutive hours computed continuously from the time

first required to report until final release. Time shall be counted as continuous service in all cases where the interval of release from duty does not exceed one (1) hour.

## **RULE 8**

### **Starting Time And Meal Period**

(a) There may be one (1), two (2) or three (3) shifts employed. The starting time of any shift shall be arranged by agreement between the Carrier and the General Chairman, based on actual service requirements.

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

(c) The spread of each shift shall consist of eight (8) consecutive hours including an allowance of thirty (30) minutes for meal.

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

(e) An assignment starting in advance of midnight on any day, which includes working time after midnight, will be considered as work performed on the day the assignment began. An assignment starting at 12:00 midnight will be considered as work performed on the following day. Principles set forth in this paragraph are also applicable in the case of the twelve (12) specified holidays effective January 1, 1998, with the addition of Martin Luther King, Jr., Day, and days in advance thereof.

## **RULE 9**

### **Seniority Districts**

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

## **RULE 10**

### **Seniority, Date Of**

Employees covered by these rules shall, except as otherwise provided herein in the case of Laborers assigned to Helper positions and in Rule 24, establish seniority as Helpers from the time their pay starts as Helper or Mechanic. Their seniority as Mechanic shall date from the date awarded an advertised position. A Helper having four (4) years' service and possessing the qualifications for promotion to Mechanic shall be eligible for promotion and may make application for advertised Mechanic's positions. Such applicants will be required, in seniority order, to demonstrate their ability by a reasonable, uniform, practical test, which shall be as agreed upon by the officer in charge and the General Chairman or his/her representative. The General Chairman or his/her representative may, if desired, be present during the test. A Helper failing to pass this practical test will not forfeit his/her right to make future application to be examined for Mechanic's positions.

Helpers may be assigned to fill temporary vacancies of less than thirty-(30) days' duration in the Mechanic's class without advertising such vacancies. In assigning Helpers in such cases, preference will be given to the senior, qualified, available Helper. If the Helper so assigned is not the senior, qualified, available Helper, he/she may be displaced by a senior, qualified, available Helper, provided displacement is made prior to the starting time of the tour of duty on any day by notice to the Foreman. The Helper assigned in accordance with the preceding sentence hereof will not be subject to displacement from such temporary vacancy.

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

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

Apprentices, who complete their Apprenticeship will be placed on the seniority roster subject to the provisions of Rule 13 of this applicable Rules and Working Conditions Agreement.

Seniority of employees in each craft or class will be confined to the seniority district where employed.

**RULE 11**  
**Seniority Point Seniority**

This rule is no longer applicable

**RULE 12**  
**Seniority Rosters**

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

**RULE 13**  
**Seniority-Appeals From Date**

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

**RULE 14**  
**Promotion To Supervisory Positions**

(a) Employees in service will be considered for promotion to supervisory positions. Employees from the crafts or classes covered by these rules appointed to, or now filling supervisory positions with the Carrier shall retain and accumulate seniority.

(b) Employees filling supervisory positions may, upon returning to a position covered by these rules, exercise seniority in the craft or class and seniority district from which promoted, only if he/she has been displaced, or his/her position has been abolished.

(c) Employees appointed to or now filling supervisory positions, who voluntarily give up such positions, will only be permitted to accept an open or vacant position in the craft or class from which promoted. In the event no positions are open, the junior employee on the roster will be displaced.

(d) Employees promoted to positions outside of the Machinists' craft and subsequently returned to service in that craft as a result of disqualification or discipline will be required to revert to an open position; in the event no positions are open, the junior employee on the roster will be displaced.

**RULE 14A**  
**Seniority, Retention Of**

(a) Effective March 27, 1987, all employees promoted subsequent thereto to official, supervisory, or excepted positions from crafts or classes represented by the Organization shall be required to maintain their membership or pay an appropriate monthly fee, not to exceed monthly Union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture. Employees who wish to retain accumulated seniority, but not continue to accumulate additional seniority, will not be required to pay union dues.

(b) Employees promoted prior to February 27, 1987, to official, supervisory, or excepted positions from crafts or classes represented by the Organization shall retain their current seniority but shall be required to pay regular monthly dues or an appropriate monthly fee, not to exceed monthly Union dues, in order to accumulate additional seniority.

(c) The Organization will not use its internal Union procedures to discriminate against, discipline, or fire any employee covered by this provision on account of that employee's exercise of the duties of official, supervisory, or excepted positions.

**RULE 15**  
**Advertisement Of Positions**

When new positions are created or vacancies occur in the Machinists craft or seniority group covered by these rules, they will be bulletined on the first of February and every two (2) months thereafter and the bulletin posted five (5) days before being permanently filled, except that temporary positions or vacancies need not be bulletined until after thirty (30) days. A copy of bulletin will be furnished the Local Chairman.

**RULE 16**  
**Application For Advertised Position**

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

**RULE 17**  
**Application For Former Position**

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

**RULE 18**  
**Returning From Sickness, Leave Of Absence, Etc.**

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

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

**RULE 19**  
**Qualifications For Positions**

The Carrier and the Organization will jointly establish qualifications for various classes of employees covered herein. It is further agreed, that employees bidding positions above their incumbent positions will be required to take appropriate examinations and perform actual demonstration of their abilities in order to determine their qualifications. Such examinations and demonstrations are to be jointly developed and administered by the Management and the Organization. (Refer to Appendix P: Welder Training and AWS Certification Letter Agreement dated June 10, 2009).

**RULE 20**  
**Awards**

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

**RULE 21**  
**No Bids From Qualified Employees**

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

(b) Bulletined positions may be filled temporarily pending assignments and, in the event no applications are received from qualified employees, may be filled without readvertisement.

**RULE 22**  
**Failure To Qualify**

An employee exercising seniority under Rule 16 will do so without expense to the Carrier. If after being assigned the employee fails to qualify, he/she will retain his/her seniority but may not displace any regularly assigned employee.

**RULE 23**  
**Laborers Used As Helpers**

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

**RULE 24**  
**Regular Apprentice**

The Carrier shall abide by all provisions of the Apprentice Agreement signed and entered into on May 19, 1975, as amended, attached as Appendix G.

**RULE 25**  
**Interpretation To Rule 24**

That in the application of the June 30, 1965 Agreement those employees transferring from other departments as a result of reductions of forces who possess previous skills and/or qualifications as Machinists will be allowed seniority on the Machinists Roster in proportion to such prior experiences.

The determination of seniority under these circumstances shall be made jointly by the General Chairman of the Machinists Organization and the Chief Mechanical Officer or their designated representatives. In the event the parties fail to agree, the matter may be referred to the Labor Relations Department for joint determination by the Organization and the Carrier.

**RULE 26**  
**Qualifications**

Any employee who has served an apprenticeship, or has had four (4) years' experience at the Machinist trade, or who, by his/her skill and experience, is qualified and capable of laying out and fitting together the metal parts of any machine or locomotive, with or without drawings, and competent to do either sizing, shaping, turning, boring, planing, grinding, finishing or adjusting the metal parts of any machine or locomotive shall constitute a Machinist.

Preference will be given to newly-hired employees who have served an apprenticeship or have had four (4)-years' experience at the trade, if available.

**RULE 27**  
**Classification Of Work**

Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling and grinding of metals used in building, assembling, maintaining, dismantling (for repairs only) and installing locomotives and engines (operated by steam or other power), pumps, cranes, hoists, elevators, pneumatic and hydraulic tools and machinery, scale building, shafting and other shop machinery, ratchet and other skilled drilling and reaming; tool and die making, tool grinding and machine grinding, axle truing, axle, wheel and tire turning and boring; engine inspecting; air equipment, lubricator and injector work; removing, replacing, grinding, bolting and breaking of all joints



on superheaters; oxyacetylene, thermit and electric welding on work recognized as Machinists' work (subject to provisions of Rule 34) the operation of all machines used in such work including drill presses and bolt threaders using a facing, boring or turning head or milling apparatus; and all other work in the Maintenance of Equipment Department recognized as Machinists' work.

#### **RULE 28** **Machinist Apprentices**

Include regular and Helper Apprentices in connection with the work as defined in Rule 27.

#### **RULE 29** **Machinists' Helpers**

Helpers' work shall consist of helping Machinists and Apprentices operating drill presses (plain drilling) and bolt threaders not using facing, boring or turning head or milling apparatus, wheel presses (on car, engine truck and tender truck wheels), nut tappers and facers, bolt pointing and centering machines, car brass boring machines, twist drill grinders; attending tool room, machinery oiling, locomotive oiling, box packing, applying and removing trailer and engine truck brasses, assisting in dismantling locomotives and engines, applying all couplings between engine and tender; locomotive tender and draft rigging work except when performed by Carmen, and all other work recognized as Helpers' work.

#### **RULE 30** **Road Work**

Machinists sent out on the road to do Machinists' work will have a Helper furnished when required.

#### **RULE 31** **Work At Wrecks**

In case of wrecks where engines are disabled, Machinists and Helpers, if sent out with the wrecking outfit, will work under the direction of the Wreck Foreman.

#### **RULE 32** **Differentials**

The following differentials pertain only to red-circled positions and employees in accordance with Rule 64(c):

At locations where there are ordinarily fifteen (15) or more electric locomotives tested and inspected each month and Machinists are required to swear to federal reports covering such inspection, a Machinist will be assigned to handle this work in connection with other Machinists' work and shall be allowed six cents (6¢) per hour above the Machinist's minimum rate at the point employed.

At locations or on shifts where no Federal Inspector is assigned and Machinists are required to inspect electric locomotives and swear to federal reports covering such inspection, they shall be paid six cents (6¢) per hour above the Machinist's minimum rate at the point employed for the day on which they are required to perform this service.

Effective January 1, 1983, a 13¢ per hour wage differential is established for Welders, Spray Welders, Laboratory Technicians, Test Brake Operators and Federal Inspectors. (The "red-circled" 6¢ per hour differential for Federal Inspectors as stated in this Rule is included within the 13¢ differential.)

Effective September 23, 1994: The current Welder, Spray Welder and Federal Inspector skill differential shall be increased from 13¢ to 18¢ per hour and shall be incorporated in the base rate. The Carrier may reevaluate and upgrade the qualifications of the position.

#### **RULE 33** **Temporary Position**

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

**RULE 34**  
**Welding**

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

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

**RULE 35**  
**Protection Of Employees**

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

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

**RULE 36**  
**Foul Weather Gear, Welding Gloves,  
Winter Parka, Safety Shoes,  
Safety Glasses, Tools**

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

(b) Protective clothing for such employees as Welders, Battery Room Workers and Acid Room Workers will be provided namely, acid proof rubber gloves and aprons and boots at no expense to the employees.

(c) The Carrier will provide OSHA accepted gloves to employees who are assigned to do welding at no cost to the employees.

**Winter Parka**

(d) A winter parka will be supplied by the Company at two (2)-year intervals at no cost to each employee covered by the Agreement who, as part of his/her regular assignment, is required to perform service outdoors. In lieu of the parka, an employee may order an "Ike Jacket." The care and maintenance of the parka/Ike Jacket will be the responsibility of the employee.

**Safety Shoes**

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

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

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

**Safety Glasses**

(f) Safety glasses will be supplied at no cost to employees, every two (2) years. Day shift employees will be scheduled for the initial examination one (1) hour before the end of the tour, and for fitting one-half (1/2) hour before the end of the tour. Employees will be released from work in both cases one (1) hour before the scheduled appointment.

**Safety Gear**

(g)(1) Safety Gear when required by the Carrier's safety rules shall be worn by the employee during his/her hours of service. When safety gear is required, it shall be issued by the 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 (2) 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 including emergency call out).

(2) 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.

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

### **Tools**

- (h) It is agreed that the "tool agreement" will be as follows:
- (1) Maintenance of Equipment Department Machinists will be provided necessary tools to properly perform the work of their craft.
  - (2) Issuance of such tools will be subject to the following conditions:
    - (a) Machinists will accept responsibility for each tool issued and will be required to replace any tool that becomes lost.
    - (b) The department will replace broken or defective tools returned to the department.
    - (c) Tools that are stolen on Company property and reported by Police Incident Reports will be replaced by the Maintenance of Equipment Department. Machinists will be responsible for replacement of Carrier-issued tools in all other cases, as indicated in item (a).
    - (d) A Machinist who leaves the Maintenance of Equipment Department for any reason, such as: promotions, retirement, resignation, etc., will be required to return all tools and equipment issued, with the Company to be reimbursed for any tools missing or lost at the replacement value of any such tools.

### **RULE 37 Conditions Of Shops**

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

### **RULE 38 Service When Shops Closed Down**

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

### **RULE 39 Personal Injuries**

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

### **RULE 40 Notices**

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

### **RULE 41 Absence From Work**

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

### **RULE 42 Faithful Service**

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

## SECTION II

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

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**RULE 43**  
**Overtime**

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

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

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

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

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

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

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

(h) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

(i) 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 provisions hereof.

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

**RULE 44**  
**Absorbing Overtime**

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

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

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

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

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

**RULE 45**  
**Work During Meal Period**

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

**RULE 46**  
**Calls**

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

**RULE 47**  
**Called Not Used**

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

**RULE 48**  
**Holiday and Rest Day Work**

(a) (1) Compensation for work performed on the following holidays, namely:	
New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Washington's Birthday	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

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

Whenever July 4<sup>th</sup>, December 25<sup>th</sup>, and January 1<sup>st</sup> falls on a Sunday, an employee who is scheduled to work that day will have that day considered as his/her holiday, regardless of what day the holiday is celebrated.

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

(3) A regularly assigned hourly and daily rated employee shall receive eight (8) hours pay at the pro-rata hourly rate of the position to which assigned for each of the holidays enumerated in paragraph (a)(1) when such holiday falls on a workday of the workweek of the individual employee.

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

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

(5) In lieu of a birthday holiday an employee will be granted one (1) additional vacation day, which will be added to the vacation period for which the employee is eligible. Effective January 1, 1983, newly hired employees will not be granted the vacation day established in lieu of the birthday holiday during their first two (2) calendar years of employment. Vacation rules will apply, and birthday holiday penalty payments will be discontinued.

(b)(1) Payment for service performed by an employee on his/her assigned rest days shall be paid for in accordance with the provisions of Rules 43, 46 and 47, except where agreement has been reached as provided for in Rule 1(i)(3) for the accumulation of rest days. When rest days are accumulated, compensation for the time worked by the employee on his/her rest days shall be at the straight-time rate; and payment therefor shall be as provided in the agreement reached for the accumulation of rest days under Rule 1(i)(3).

(2) An assignment starting in advance of midnight on a Saturday night, which includes working time after midnight Saturday night, is a Saturday assignment. An assignment starting in advance of midnight on a Sunday night

which includes working time after midnight Sunday night, is a Sunday assignment. An assignment starting at 12:00 midnight will be considered as work performed on the following day. Principles set forth in this paragraph are also applicable in the case of the twelve (12) specified holidays effective January 1, 1998, with the addition of Martin Luther King, Jr., Day, and the days in advance thereof.

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

### SECTION III

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

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## **RULE 49**

### **Discipline**

- (a) Employees will not be suspended nor dismissed from service without a fair and impartial trial.
- (b) When a "major offense" has been committed, 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.
- (c) An employee who is required to make a statement prior to the trial in connection with any matter which may eventuate in the application of discipline to any employee, if he/she desires to be represented, may be accompanied by the duly accredited representative. A copy of the employee's statement, if reduced to writing and signed by the employee, shall be furnished to him/her by the Carrier and to the duly accredited representative who accompanied the employee.
- (d) Employees shall be given written notice in advance of the trial, such notice to set forth the specific charge or charges against them. No charge shall be made that involves any offense of which the department head has had actual knowledge ten (10) calendar days or more, except where a civil action or criminal proceeding results from the offense, in which event the charge may be made within 30 days of the final judgment.
- (e) If an employee desires to be represented at such trial, he/she may be accompanied by the duly accredited representative. The accused employee or the duly accredited representative shall be permitted to question witnesses insofar as the interests of the accused employee are concerned. Such employee shall make his/her own arrangements for the presence of the said representative and of any witnesses appearing on the employee's behalf, and no expense incident thereto will be borne by the Carrier.
- (f) A true copy of the trial record shall be given to the accused employee and to the duly accredited representative who accompanied the employee at the trial.
- (g) If discipline is to be imposed following trial and decision, the employee to be disciplined will be given written notice thereof at least ten (10) days prior to the date on which the discipline is to become effective, except that in cases involving dismissal, such dismissal may be made effective at any time after decision without advance notice.
- (h) If the discipline to be imposed is suspension, the time the employee is held out of service prior to the serving of the notice of discipline shall be applied against the period of suspension.

## **RULE 50**

### **Appeals-Discipline**

- (a) When an employee, after his/her trial, has been notified of the discipline to be imposed on him/her, the employee may appeal therefrom if his/her appeal is presented to the designated officer in charge of the Department in writing, within ten (10) days from the date the employee receives the discipline notice. If such appeal is made, the employee shall be given a prompt hearing; and the appeal, except in cases where discipline is dismissal, shall act as a stay in the application of the discipline until after the employee has had his/her hearing before the designated officer in charge of the Department.
- (b) At hearing on appeal, an employee may, if he/she desires to be represented at such hearing, be accompanied, without expense to the Carrier, by the duly accredited representative.
- (c) After the appeal has been acted upon by the designated officer in charge of the Department, the employee will be promptly advised in writing of his/her decision. A copy of this decision shall be furnished to the duly accredited representative. If the decision in cases of suspension is to the effect that suspension will be imposed, either in whole or for a reduced period, the stay referred to in paragraph (a) of this Rule shall be lifted and the suspension imposed.
- If the decision of the designated officer in charge of the Department is unsatisfactory, the employee or the duly accredited representative on his/her behalf may then appeal the case to the highest official of the Carrier designated for that purpose.
- (d) When an employee is held out of service in connection with an offense and thereafter is exonerated, the charge shall be stricken from the employee's record, he/she shall be reinstated with his/her seniority unimpaired, and shall be compensated for the amount he/she would have earned had the employee not been held out of service.
- (e)(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 (3)-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 Mechanical Officer.

(4) Upon mutual agreement of the General Chairman and the Vice President-Labor Relations, the three (3) and five (5)-year periods set forth in subparagraphs (1) and (2) of paragraph (e) of this Rule may be shortened or lengthened in specific cases.

## **RULE 51**

### **Money Claims**

(1)(a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within thirty (30) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within thirty (30) days from the date claim is filed, notify whoever filed the claim or grievance (the employee or his/her representative) in writing of the reasons for such disallowance. Effective May 24, 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 (2)-hour penalty on the claim and the claim shall proceed through the grievance process on its merits.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing by the duly accredited representative and must be taken within thirty (30) days from receipt of notice of disallowance; and the representative of the Carrier shall be notified in writing within that time of the rejection from his/her decision. Failing to comply with this provision, the matter shall be considered closed; but this shall not be considered as a precedent or waiver of the contentions of the employee as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the thirty (30)-day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest official who is designated to handle such appeals. All claims or grievances involved in a decision by the highest designated official shall be barred unless within ninety (90) days from the date of said official's decision proceedings are instituted by the employee or his/her duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment has been agreed to by the parties hereto as provided in Section 3, Second, of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the ninety (90)-day period herein referred to.

(2) A claim may be filed at any time for an alleged continuing violation of any agreement; and all rights of the claimants involved thereby shall, under this Rule, be fully protected by the filing of one (1) claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (60) days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(3) This Rule recognizes the right of representatives of the Organization to file and prosecute claims and grievances for and on behalf of the employees they represent.

(4) This Rule is not intended to deny the right of the employee to use any other lawful action for the settlement of claims or grievances provided such action is instituted within nine (9) months of the date of the decision of the highest designated official of the Carrier.

(5) This Rule shall not apply to requests for leniency. The procedure for the handling of claims and grievances shall be successively with the following officers of the Carrier authorized to receive same:

Maintenance of Equipment Department:

- (a) The highest officer in charge at the location of occurrence.
- (b) Officer in charge of the Maintenance of Equipment Department.
- (c) Final appeals officer.

**RULE 52**  
**Appeals Other Than Discipline**

When an employee considers that an injustice has been done with respect to any matter covered by this Agreement, other than discipline, such employee or the duly accredited representative, on his/her behalf, may within thirty (30) days from the date of the occurrence of the alleged injustice, present the case to the employee's Foreman. If the matter is not satisfactorily adjusted by the Foreman, the duly accredited representative, on his/her behalf, may then appeal the case in writing to the Master Mechanic or General Foreman. If the decision of the Master Mechanic or General Foreman, which shall be given promptly in writing, is unsatisfactory, the duly accredited representative, on the employee's behalf, may appeal the case in writing to the officer in charge of the Maintenance of Equipment Department and Final Appeals Officer in turn.

**RULE 53**  
**Applicants For Employment**

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

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

(c) Employees who furnish false information on their applications for employment may be dropped from service within one (1) year from the date they first perform service. After one (1) year from the date they first perform service, they may not be dismissed from service for giving false information on their applications for employment except in the manner set forth in Rule 49.

**RULE 54**  
**Attending Court**

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

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

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

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

**RULE 55**  
**Physical Examinations**

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

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

(c) See Agreement of May 20, 1952, which is attached as Appendix F.

**RULE 56**  
**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 IV

### Reduction Of Force, Restoration Of Force, Farming Out Of Work, Federated Agreements Transfers, Job Protection

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**RULE 57**  
**Reduction Of Force**

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

The assigned working hours constituting the basic straight time workweek for regularly assigned employees shall not be reduced below forty (40), except that in a week which includes a holiday this number may be reduced to thirty-two (32). The assigned working hours do not constitute a guarantee and do not apply when shops or departments thereof are temporarily shut down due to emergencies beyond the control of management which prevent operations.

(b) The following shall constitute an exception to the foregoing requirements of this Rule, in that paragraph (a) shall not prohibit the abolishment of a position at any time, to be effective at the termination of an assignment work period, provided the employee is given not less than five (5) working days' advance notice, under emergency conditions such as flood, snow storm, hurricane, earthquake, fire or strike, provided the Carrier's operations are suspended in whole or in part and provided further that because of such emergency the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed, in which case only sixteen (16) hours' notice will be required.

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

**RULE 58**  
**Restoration Of Force**

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

**RULE 59**  
**Permanent Transfers**

This rule is no longer applicable.

**RULE 60**  
**Transfers - Reductions In Force**

This rule is no longer applicable.

**RULE 61**  
**Job Protection Agreements**

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

**RULE 62**  
**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 Officer in charge of Maintenance of Equipment.

**RULE 63**  
**Jurisdictional Disputes**

The Attachment to the Agreement of March 13, 1987, providing for the sole and exclusive procedure for settling disputes between the Long Island Rail Road and the Organizations representing the various crafts and classes of its employees concerning the jurisdiction of work is attached as Appendix D.

Within fifteen (15) days of notification by the Carrier of its award of jurisdiction, the Organizations may meet for the purpose of resolving the dispute through a proposed resolution. The Organizations' proposal will specify the resolution, the rationale in support thereof, and specific reference to the work performed in the respective scope rules. The proposal will be submitted to the Carrier within five (5) workdays of the meeting, and if accepted by the Carrier, will resolve the dispute.

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

One (1) representative from each Organization which is involved in a proceeding under this agreement will be permitted to attend meetings with the Carrier without loss of pay.

## SECTION V

### Rates of Pay, Expenses, Differentials Payroll-Data

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**RULE 64**  
**Rates Of Pay, Differentials,**  
**Payroll-Data**

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

(b) Wage Progression

**Mechanics**

Effective April 16, 1987, through September 24, 2014, internal promotions and Machinists from other than the railroad industry:

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

Effective September 25, 2014, internal promotions and Machinists from other than the railroad industry will have the following wage progression:

1st	240 days of compensated service	80%
2nd	240 days of compensated service	80%
3rd	240 days of compensated service	90%
4 <sup>th</sup>	240 days of compensated service	90%
After	960 days of compensated service	100%

For the purpose of calculating the 240 days only, compensated service will be deemed to include the first day absences under the sick leave agreement.

Any IAM members hired from within the rail industry shall be paid at the full rate of the position to which assigned.

New hire progression for employees hired on March 28, 1987, through September 24, 2014:

**Apprentices**

1st	365 calendar days	80%
2nd	365 calendar days	80%
Next	183 calendar days	85%
Next	182 calendar days	90%
After	1095 calendar days	100%

New hire progression for employees hired on or after September 25, 2014:

**Helpers**

1st	365 calendar days	70%
2nd	365 calendar days	70%
3rd	365 calendar days	75%
4th	365 calendar days	80%
5th	365 calendar days	85%
6th	365 calendar days	85%
7 <sup>th</sup>	365 calendar days	90%
8 <sup>th</sup>	365 calendar days	95%
After	2,920 calendar days	100%

**Apprentices**

1st	365 calendar days	80%
2nd	365 calendar days	80%
3 <sup>rd</sup>	365 calendar days	80%
4th	365 calendar days	85%
5 <sup>th</sup>	365 calendar days	90%
After	1,825 calendar days	100%

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

**Shift Differential**

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

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



computed on the base rate of pay in effect on December 31, 1984. Effective January 1, 1999 and each succeeding January 1, through and including the year 2002, these frozen night shift differential rates shall be increased by the 1999-2002 wage increases. The 2010-2015 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.

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

#### **Filling Higher Rated Positions**

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

(f) 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 65 Basis Of Pay**

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

#### **RULE 66 Filling Supervisory Positions Temporarily**

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

#### **RULE 67 Air Brake Instruction**

Machinists who are scheduled by the Carrier to attend air brake instruction classes when they are not scheduled to work (exclusive of rest days) will receive an arbitrary of two (2) hours at the pro-rata rate of pay.

#### **RULE 68 Paying Off**

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

(b) Where there is a shortage equal to one (1) day's pay or more in the pay of an employee including sick leave, a check will, upon request of the employee involved, be issued to cover the shortage.

#### **Direct Deposit**

(c) Effective May 24, 1999, the parties agree to go to a mandatory direct deposit of the payroll system. The Carrier will no longer issue negotiable payroll checks to employees who are members of the Organization and, instead, will issue a "non-negotiable payroll deposit advice" to any bank or credit union of the employee's choice. This deposit advice shall contain all the payroll earning and deduction information which was previously contained on the pay check stub and will be distributed to employees at each pay location on the designated payday. The deposit advice will also contain the name of the bank designated by the employee together with the net amount of the deposit. As a result of direct deposit, there will no longer be a requirement to provide employees with check cashing time or the services of a check cashing truck.

#### **RULE 69 Conferences, Local Committeemen**

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

## SECTION VI

### Benefits

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## RULE 70 Vacations

(a) Employees covered by this Agreement shall be granted vacations with pay, or payment in lieu thereof, in accordance with the Vacation Agreement of December 17, 1941, and all subsequent amendments thereto:

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

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

(c) An annual vacation of fifteen (15) days will be granted to each employee covered by this Agreement who renders compensated service on not less than ninety (90) days during the preceding year and who has completed five (5) years of service.

(d) An annual vacation of twenty (20) days will be granted to each employee covered by this Agreement who renders compensated service on not less than ninety (90) days during the preceding calendar year and who has completed ten (10) years of continuous service.

(e) An annual vacation of twenty-five (25) days will be granted to each employee covered by this Agreement who renders compensated service on not less than ninety (90) days during the preceding calendar year and who has completed fifteen (15) or more years of service.

In the event an employee described in (c), (d), (e) or (i) of this rule renders less than ninety (90) days of compensated service his/her entitlement shall be calculated as follows:

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

Ninety (90) days of compensated service shall remain as the minimum number of days to be worked in a calendar year in order for that year to count as a year of service.

(f) One (1) additional day's vacation will be granted each employee as specified in and subject to the limitations of Rule 48.

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

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

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

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

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

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

Example No. 2 - When a regularly assigned vacationing employee's position is not filled on the holiday, he/she will be paid one (1) day for the holiday and be granted an additional vacation day, or be paid a day's pay in lieu thereof.

(l) All IAM employees will be permitted to take up to one (1) week of vacation in increments of less than one (1) week but no less than a single day. Parameters for single vacation days will be set forth by Carrier.

## **RULE 71**

### **Jury Duty**

(a) Employees who have been in the employ of the Carrier for a minimum of one (1) year shall receive what they would have earned had they remained at work while serving on jury duty (straight-time pay only without any overtime included so that an employee on a day of jury duty shall receive eight (8) hours of straight-time pay) 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 72**

### **Personal Leave**

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

(b)(1) Newly hired employees will not be granted personal leave days in the first two (2) calendar years of employment.

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

(c)(1) Employees who attain ten (10) years, but less than twenty (20) years of service will be granted on their anniversary date four (4) personal leave days per calendar year consistent with Personal Leave Day rules currently in effect.

(2) Employees who attain twenty (20) years, but less than twenty-five (25) years of service will be granted on their anniversary date five (5) personal leave days in each calendar year consistent with Personal Leave Day rules currently in effect.

(3) Effective January 1, 2000, employees who attain twenty-five (25) years or more of service will be granted on their anniversary date six (6) personal leave days in each calendar year consistent with personal leave day rules currently in effect.

(d) Personal leave days may, at the discretion of the supervisor, be granted consecutively, however, they may not be taken in conjunction with New Year's Day, Thanksgiving Day and Christmas Day.

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

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

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

#### **INTERPRETATION**

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

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

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

## **RULE 72A**

### **Trauma Leave**

Vehicle Operators directly involved in a train-related fatality may be granted up to a maximum of three (3) consecutive days trauma leave on an ad hoc basis as the Carrier deems necessary based upon the level of involvement in the fatality.

**RULE 73**  
**Bereavement Allowance**

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

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

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

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

The form of a 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 74**  
**Leave Of Absence**

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

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

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

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

The provisions of Section 2 of the Union Shop Agreement of September 16, 1952, shall not apply to employees granted a leave of absence under this paragraph.

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

**RULE 75**  
**Sick Leave Allowance**

The Carrier shall abide by all provisions of the Sick Leave Agreement signed and entered into on February 29, 1968, as amended, up to and including July 31, 2014, and attached as Appendix B-1, subject also to the following provisions:

(a) Effective August 26, 1983, newly hired employees will not accrue sick leave days during their first actual year of employment.

(b) Following their first anniversary date, such employees will be granted twelve (12) sick leave days in their sick leave bank. A month is defined within the current Sick Leave Agreement. Thereafter, sick leave will be granted consistent with the terms applicable to other than newly hired employees.

(c)(1) Effective September 30, 1997: Any sick days paid or reimbursed shall be deducted from an employee's sick leave bank. Employees with ten (10) or more years of service will be paid a non-pensionable lump sum severance payment upon voluntary separation or retirement of 50% of the value of all accumulated but unused sick days, provided that the number of accumulated but unused sick days is at least 50% of the total number of sick days posted to the employee's bank. Payment shall be made at the rate in effect on the date of separation. (This entitlement shall replace the previous sick leave buyout provision that was effective January 1, 1983.)

Effective January 1, 2004, those employees who do not qualify for a sick leave buyout at retirement or resignation with ten (10) years of service based on their career accrual shall establish a sick leave buyout entitlement that will pay a non-pensionable lump sum severance payment upon voluntary separation or retirement of 50% of the value of all accrued but unused sick days from January 1, 2004, provided that the number of 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 (c)(1) will not be included in pension calculations in any manner whatsoever.

(3) Management/Professional/Administrative (M.P.A.) employees who return to a position subject to the provisions of the collective bargaining agreement must have a period of uninterrupted service of not less than two (2) years from the date of such return prior to retirement under the provisions of the Agreement to qualify for payment set out in paragraph (1) above.

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

(5) Effective May 24, 1999, employees who are entitled to a sick leave buyout under the Agreement and who die while on active status shall have the buyout amount paid to his/her spouse or beneficiary.

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

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

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

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

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

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

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

Effective May 24, 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 (3) days of lost time following the accident or injury shall be paid and the three (3) days shall be deducted from the employee's sick leave bank. Subsequent lost days shall be paid as Disability accident and shall not be deducted from the employee's sick leave bank.

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

(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 immediately to a panel of neutral medical practitioners selected by the parties. Such panel will consist of board-certified specialists in various medical fields, including neurology, orthopedics, psychiatry, pulmonology, and cardiology.

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

Arrangements will be made for the neutral doctor to examine the employee in question within ten (10) workdays as to his/her ability to resume work. The employee will continue to receive sick leave benefits pending the decision of the neutral doctor, unless the employee fails to cooperate or misses an appointment. If the employee fails to cooperate or misses an appointment, the Manager-Disability Management will determine whether the employee's sick leave benefits should be suspended pending the determination of the neutral doctor. The Organization may file an expedited appeal of a denial of benefits with the Director-Labor Relations, who shall rule on the appeal within seven (7) workdays. The decision of the Director-Labor Relations may be appealed to the Special Board of Adjustment established under the discipline procedure.

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

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

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

Additionally, a panel of doctors as described above shall be established in order to determine whether an alleged injury was the result of an on-the-job incident.

(h) 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 75A**

##### **Americans With Disabilities Act**

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

#### **RULE 76**

##### **Operation Of Motor Vehicle-Injuries**

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

#### **RULE 77**

##### **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 78**

##### **Union Shop And Check-Off Agreement**

The Union Shop Agreement signed August 29, 1952, and the Union Check-off Agreement signed December 8, 1960, are attached as Appendices L-1 and L-2, respectively.

#### **RULE 79**

##### **Health And Welfare Benefits**

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

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

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

Should the retiree's spouse not be Medicare eligible or should the retiree have eligible dependents when the retiree attains Medicare eligibility, the spouse and/or eligible dependents shall have the option to join HIP/HMO at company cost. Such coverage shall be subject to eligibility requirements and shall cease when the spouse reaches Medicare eligibility or the dependents become ineligible or upon the death of the retired employee in

accordance with the Empire Plan provisions. The spouse or eligible dependent may elect to take the company cost of the HIP/HMO plan and apply it to the cost of an alternate health plan subject to the eligibility requirements and verification of coverage to the Long Island Rail Road.

Dental, vision, hearing and life insurance for active employees shall be provided by the Carrier as a defined benefit at the present train service employee levels. Also effective January 1, 1995, the obligation of the Carrier to make any contributions to the Joint Benefit Trust ("JBT") or any other contributions for health and welfare purposes on behalf of Machinists employees shall cease and terminate.

Effective September 30, 1997, the Carrier will offer employees represented by the International Association of Machinists participation in the 401(K) program.

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

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

Effective August 2, 2000, Carrier will extend health coverage to domestic partners of International Association of Machinists employees.

Effective September 30, 1997: Retirees formerly represented by the International Association of Machinists 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 January 1, 1998: The Long Island Rail Road will increase the Carrier paid life insurance for active International Association of Machinists represented employees from \$28,000 to \$50,000. The \$13.00 defined contribution paid to other Organizations shall not be paid to the International Association of Machinists.

Effective November 5, 2014, all active employees will contribute, on a pre-tax basis, two percent (2.0%) of their straight time earnings up to forty (40) hours per week to defray the cost of Health Benefits.

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

#### **RULE 80**

##### **Moratorium Clause**

There shall be a moratorium on the service of notice pursuant to Section 6 of the Railway Labor act until June 16, 2016, not to be effective before December 16, 2016.

THIS RULEBOOK IS A COMPILATION OF EXISTING AGREEMENTS IN EFFECT BETWEEN THE LONG ISLAND RAIL ROAD COMPANY AND THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS FOR USE AS A REFERENCE TOOL AND IS NOT A SUBSTITUTE FOR ORIGINAL DOCUMENTS.



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

## APPENDIX B-1

Agreement entered into this 29th day of February, 1968, as amended, up to an including agreement dated July 31, 2014, by and between The Long Island Rail Road Company and its employees represented by the International Association of Machinists and Aerospace Workers.

### IT IS AGREED:

**SECTION 1** - Subject to the limitations hereinafter set forth, the Carrier will grant to every employee who shall have been in its service (computed from the date first employed) for at least one (1) 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 (1) year of twelve (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 twelve (12) days' sick allowance referred to above will be added to the employee's "bank" on January 1, 1972, and on January 1st of each subsequent year thereafter.

The foregoing allowances shall not apply to summer employees.

Unused sick leave may be carried over to subsequent years.

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

**SECTION 2** - Subject to the limitations hereinafter set forth, the Carrier will grant to each regularly assigned employee covered by this Agreement, sick leave allowance on each working day when such employee is unfit for work on account of illness or disability, up to a total in any one (1) year of twelve (12) days.

**SECTION 3** - The term "year," as used in this Agreement, shall mean a period of twelve (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 or full or part-time union activities while engaged on official positions with the Carrier.

**SECTION 5** - 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.

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 the employee had worked in accordance with his/her regular assignment for that particular day, as such assignment stood at the time of the commencement of the employee's 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, the employee 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.

(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 such 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 one employee during the term of the employment relationship with the Carrier.

Refer to Rule 75(c) for Sick Leave Buyout.

**SECTION 9** - When a doctor's statement is required for the illness, a completed sick leave form must be submitted by the employee within three (3) days after his/her return to work, but this form may be filed during the period of his/her absence if such absence is for an extended period. 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 shall be upon the employee. Current rules or agreements governing the granting of sick leave allowances shall be amended to provide that applications for sick leave allowances upon which a licensed chiropractor has certified that an employee was unable to perform his/her duties for the period of the absence will be considered as establishing the burden of proof that such employee was in fact unfit for work on account of illness. Every application for sick leave, whether with or without pay, for more than two (2) consecutive days, must be accompanied by medical proof satisfactory to the Carrier and upon a form to be furnished by the Carrier, setting forth the nature of the employee's illness and certifying that by reason of such illness the employee was unable to perform his/her duties for the period of the absence. The form containing the medical proof must be submitted within three (3) days after the employee's return to work, and this form may be required during the period of absence if such absence is for an extended period. This section will not in any way relieve the employee from complying with Sections 11 and 12 of this Agreement. This will not supersede any of the applicable agreements.

**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 (1) hour before the commencement of his/her scheduled tour of duty for that day, cause notice of the illness and of the place where he/she can be found during such illness, to be given by telephone, messenger, or otherwise, to his/her appropriate superior and must also give notice to such superior of any subsequent change in the place where he/she can be found. Where it is impossible to give such notice within the time above prescribed it shall be given as soon as circumstances permit. The failure to cause such notice to be given shall deprive the employee of his/her right to be paid for such scheduled tour of duty, and the employee shall not be entitled to pay for any subsequent tour of duty from which he/she absents himself unless at some time, not less than one (1) hour prior to the commencement of such tour of duty, the employee 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** - If a representative of the Carrier calls at the place where the absent employee gave notice that he/she could be found during his/her illness, or in the absence of such notice, calls at the home of the absent employee and cannot find him/her, the absent employee will be deemed to be absent without leave. Such employee will not be granted sick leave and will be subject to appropriate disciplinary action in accordance with the provisions of the existing agreement.

**SECTION 13** - 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 (1) 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 (5) 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 (3) hours but not more than five (5) hours on such day;

Three-fourths (3/4) of a day if he/she was on duty as much as one (1) hour, but not more than three (3) hours, on such day;

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

If the employee's work schedule on such day includes a paid meal period and the employee 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 the employee's sick leave allowance.

**SECTION 14** - An employee who is found to be in violation of this Rule governing sick leave allowance shall, in addition to being subject to the denial of sick leave, also be subject to appropriate disciplinary action in accordance with the provisions of the existing agreement. Any serious violation, or persistent infractions, or fraudulent claim for sick leave may result in dismissal from the service in accordance with the provisions of the existing agreement.

**SECTION 15** - Sick leave allowance will be granted employees absent from work while incapacitated by injury received in performance of duty and will not be charged against the sick leave allowable under this Agreement. **(Note:** Effective May 24, 1999, the first three (3) days of an on-duty injury lost time shall be deducted from the employees sick leave bank. See Rule 75(g)). This section shall be subject to the provisions of Section 21 hereof.

**SECTION 16** - 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 17** - 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 the employee had worked in accordance with his/her regular assignment subject to the terms and conditions hereinafter set forth:

**Additional Days Per Sick Leave Year\***

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

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

**SECTION 18** - The additional sick leave days required under Section 17 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 (4) or more consecutive working days, in which event the employee shall receive pay to the extent provided in Section 17 from the first day for which the Carrier is not required to pay him/her under Section 1 hereof.

**SECTION 19** - To be eligible to receive the additional days of sick leave on a 60 percent payment basis provided by Section 17, 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 20** - Effective January 1, 2004, the Carrier will discontinue the deduction from sick pay of the daily sick leave benefits an employee is entitled to under the Railroad Retirement Unemployment and Sickness Act (RRUSA). Such employee who receives sick pay from the Carrier which is not so reduced shall not apply for daily benefits under the Act for those days paid. Filing for Railroad Retirement sickness benefits while receiving full sick pay may subject the employee to discipline. However, if any employee is not receiving sick pay from the Carrier and/or an employee who is out sick on 60% supplemental sick pay, the employee may apply for benefits under the Railroad Retirement Unemployment and Sickness Act. When an employee is receiving 60% sick pay benefits and applies for and receives benefits under the Railroad Retirement and Unemployment and Sickness Act for absences due to illness or off-duty injury, credit will be taken by the Carrier for all such benefits regardless of the day that such benefits are payable. Retirement and Unemployment and Sickness Act benefits will not be considered as reductions in an employee's straight-time earnings for pension purposes.

**SECTION 21** - In the event that an employee commences any action or proceeding against the Carrier, on the basis of any alleged injury received in the performance of duty for which sick leave allowance hereunder has been paid by this Company then the Carrier shall have a lien against and is entitled to deduct from any recovery or settlement resulting from such action or proceeding up to the extent of the benefits so paid.

**SECTION 22** - In the event a dispute arises out of the application and/or interpretation of the terms of this Agreement which cannot be resolved, it will be submitted to the Director-Labor Relations by the General Chairman. If the dispute cannot be resolved by the Director-Labor Relations and the General Chairman, it shall be progressed to a Special Board of Adjustment for final adjudication.

**SECTION 23** - 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 24** - 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 be effective as of June 26, 1968, and shall continue in full force and effect until February 28, 1970, and thereafter unless changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signatures not reproduced.

## APPENDIX B-2

October 6, 1997

Mr. William F. Mitchell, General Chairman  
International Association of Machinists  
50 Temple Street  
New Haven, CT 06473

**Re: Long Island Rail Road/International Association of Machinists Agreement dated August 21, 1997 – Sick Leave Payment**

Dear Mr. Mitchell:

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 (10) 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 (1) sick day for each month during his/her service with the Carrier except that:
  - i) Employees hired prior to the sick leave provision becoming effective (i.e., employees hired prior to March 2, 1968) shall receive one (1) day per month starting in the month following the month in which the bank was established. Such days shall be added to the number of sick days they are entitled to in accordance with the chart in the parties' Collective Bargaining Agreement.
  - ii) Employees hired under the "new hire sick leave" provisions (i.e., Machinists hired after August 25, 1983) shall receive a maximum of six (6) sick days in their first calendar year of employment and a maximum of eight (8) 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 (1) sick day per month of service. The one (1) 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 (10) 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/ William F. Mitchell  
General Chairman  
International Association of Machinists

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

**APPENDIX C-1**

**NATIONAL MEDIATION BOARD**

**MEDIATION AGREEMENT  
CASE NO. A-7418**

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

**WITNESSETH:**

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

Signed at Jamaica, New York, this 30th day of June, 1965.

Signatures not reproduced.

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

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

**IT IS AGREED:**

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

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

**ARTICLE II-PAYMENT OF WAGES DUE TO DEATH IN FAMILY**

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

**NOTE:** (mother-in-law and father-in-law effective 1-14-71) (employee's grandmother or grandfather effective 1-01-78) (employee's grandchildren and step-parents, current spouse of employee's parent, effective 3-27-87).

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

**ARTICLE III-DURATION OF AGREEMENT**

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

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

**ARTICLE IV-EFFECT OF AGREEMENT**

This Agreement is in full, final and complete settlement of all matters whatsoever contained in the letter addressed to the Director of Personnel by the officers of System Federation No. 156, under date of September 10,



1964, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Jamaica, N.Y.

June 30, 1965

Signatures not reproduced.

## **APPENDIX C-1 (continued)**

### **("Appendix A" of 6-30-65 Agreement as Amended through December 31, 2016)**

#### **IT IS AGREED:**

#### **ARTICLE 1-EMPLOYEE PROTECTION**

##### **Section 1.**

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

- (a) Transfer of work.
- (b) Abandonment, discontinuance for six (6) months or more, or consolidation of facilities or services or portions thereof.
- (c) Lease or purchase of equipment or component parts thereof, the installation, operation, servicing or repairing of which is to be performed by the lessor or seller.
- (d) Voluntary or involuntary discontinuance of contracts.
- (e) Technological changes.
- (f) Any change in work assignments or change in operations, other than that caused by a decline in the Carrier's business.

##### **Section 2.**

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

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

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

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

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

##### **Section 3.**

The Carrier shall give at least thirty (30) days' written notice of the abolition of jobs as a result of changes in operations of any of the reasons set forth in Section 1 hereof, by posting a notice on bulletin boards convenient to the interested employees, and by sending certified mail notice to the General Chairman of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes in operations, including an estimate of the number of employees of each class affected by the intended changes, and a full disclosure of all facts and circumstances bearing on the proposed discontinuance of positions. The date and place of a conference between representatives of the Carrier and General Chairman or his/her representative, at his/her option, to discuss the manner in which and the extent to which employees may be affected by the changes involved, shall be agreed upon within ten (10) days after the receipt of said notice and conference shall commence within fifteen (15) days from the date of such notice.

##### **Section 4.**

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

"Section 6(a) No employee of any of the Carriers involved in a particular coordination who is continued in service shall, for a period not exceeding five (5) years following the effective date of such coordination, be placed, as a result of such coordination, in a worse position with respect to compensation and rules governing working conditions that he/she occupied at the time of such coordination so long as he/she is unable in the normal exercise

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

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

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

## **Section 5.**

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

"Section 7(a) Any employee of any of the Carriers participating in a particular coordination who is deprived of employment as a result of said coordination shall be accorded an allowance (hereinafter termed a coordination allowance), based on length of service, which (except in the case of an employee with less than one (1) year of service) shall be a monthly allowance equivalent in each instance to sixty per cent (60%) of the average monthly compensation of the employee in question during the last twelve (12) months of his/her employment in which he/she earned compensation prior to the date he/she is first deprived of employment as a result of the coordination. This coordination allowance will be made to each eligible employee while unemployed by his/her home road or in the coordinated operation during a period beginning at the date he/she is first deprived of employment as a result of the coordination and extending in each instance for a length of time determined and limited by the following schedule:

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

In the case of an employee with less than one (1) year of service, the total coordination allowance shall be a lump sum payment in an amount equivalent to sixty (60) days' pay at the straight-time daily rate of the last position held by him/her at the time he/she is deprived of employment as a result of the coordination.

(b) For the purposes of this Agreement the length of service of the employee shall be determined from the date he/she last acquired an employment status with the employing Carrier and he/she shall be given credit for one (1) month's service for each month in which he/she performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one (1) year's service. The employment status of any employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee Organization he/she will be given credit for performing service while so engaged on leave of absence from the service of a Carrier.

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

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

2. When the position he/she holds on his/her home road is not abolished but he/she loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of said coordination, or by other employees, brought about as a proximate consequence of the coordination,

and if he/she is unable by the exercise of his/her seniority rights to secure another position on his/her home road or a position in the coordinated operation.

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

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

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

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

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

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

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

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

## **Section 6.**

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

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

### **Length of Service**

### **Separation Allowance**

1 yr. and less than 2 yrs.	3 months pay
2 yrs. and less than 3 yrs.	6 months pay
3 yrs. and less than 5 yrs.	9 months pay
5 yrs. and less than 10 yrs.	12 months pay
10 yrs. and less than 15 yrs.	12 months pay
15 yrs. and over	12 months pay

In the case of employees, with less than one (1) year's service, five (5) days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum.

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

(b) One (1) month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination."

**NOTE-**The senior Mechanics and/or Helpers will have the option of accepting a lump sum separation allowance over the Junior Mechanic and/or Helper who may be deprived of employment.

## **Section 7.**

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

## **Section 8.**

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

"Section 10(a) Any employee who is retained in the service of any Carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his/her employment as result of such coordination and is therefore required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects and for the traveling expenses of himself/herself and members of his/her family, including living expenses for himself/herself and his/her family and his/her own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two (2) working days), used in securing a place of residence in his/her new location. The exact extent of the responsibility of the Carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the Carrier responsible and the Organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three (3) years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

(b) If any such employee is furloughed within three (3) years after changing his/her point of employment as a result of coordination and elects to move his/her place of residence back to his/her original point of employment, the Carrier shall assume the expense of moving his/her household and other personal effects under the conditions imposed in paragraph (a) of this section.

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

## **Section 9.**

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

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

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

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

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

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

(c) No claim for loss shall be paid under the provisions of this section which is not presented within three (3) years after the effective date of the coordination.

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

the Carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three (3) competent real estate appraisers, selected in the following manner: One (1) to be selected by the representatives of the employees and the Carrier, respectively; these two (2) shall endeavor by agreement within ten (10) days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party."

## **ARTICLE II-ASSIGNMENT OF WORK**

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

## **ARTICLE III-OUTLYING POINTS**

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

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

## **ARTICLE IV-CONTRACTING OUT OF WORK**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

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

## **ARTICLE V-RESOLUTION OF DISPUTES**

### **Section 1.**

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

### **Section 2. Establishment of Shop Craft Special Board of Adjustment**

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

**Section 3. Consist of Board**

The Board shall consist of four (4) members, two (2) appointed by the Organizations party to this Agreement, and two (2) appointed by the Carrier party to this Agreement. For each dispute the Board shall be augmented by one (1) member selected from the panel of potential referees in the manner hereinafter provided. Successors to the members of the Board shall be appointed in the same manner as the original appointees.

**Section 4. Appointment of Board Members**

Appointment of the members of the Board shall be made by the respective parties within thirty (30) days from the date of the signing of this Agreement.

**Section 5. Referees**

The parties agree to select a panel of six (6) potential referees for the purpose of disposing of disputes before the Board arising under this Agreement. Such selections shall be made within thirty (30) days from the date of the signing of this Agreement. If the parties are unable to agree upon the selection of the panel of potential referees within the thirty (30) days specified, the National Mediation Board shall be requested to name such referees as are necessary to fill the panel within five (5) days after the receipt of such request.

**Section 6. Term of Office of Referee**

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

**Section 7. Filling Vacancies-Referees**

In the event any panel member refuses to accept such appointment, dies, or becomes disabled so as to be unable to serve, is terminated in tenure as hereinabove provided, or a vacancy occurs in panel membership for any other reason, his/her name shall immediately be stricken from the list of potential referees. The members of the Board shall, within thirty (30) days after a vacancy occurs, meet and select a successor for each member as may be necessary to restore the panel to full membership. If they are unable to agree upon a successor within thirty (30) days after such meeting, he shall be appointed by the National Mediation Board.

**Section 8. Jurisdiction of Board**

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

**Section 9. Submission of Dispute**

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

**Section 10. Time Limits for Submission**

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

**Section 11. Content of Submission**

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

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

**Section 12. Failure of Agreement-Appointment of Referee**

If the members of the Board are unable to resolve this dispute within twenty (20) days from the postmarked date of such submission to the Board either member of the Board may request the National Mediation Board to appoint a member of the panel of potential referees to sit with the Board. The National Mediation Board shall make the appointment within five (5) days after receipt of such request and notify the members of the Board of such appointment promptly after it is made. Copies of both submissions shall promptly be made available to the referee.

**Section 13. Procedure at Board Meeting**

The referee selected shall preside at meetings of the Board and shall be designated for the purpose of a case as the Chairman of the Board. The Board shall hold a meeting for the purpose of deciding the dispute within fifteen (15) days after the appointment of a referee. The Board shall consider the written submission and relevant agreements, and no oral testimony or other written material will be received. A majority vote of all members of the Board shall be required for a decision of the Board. A partisan member of the Board may in the absence of his/her partisan colleague vote on behalf of both. Decisions shall be made within thirty (30) days from the date of such meeting.

**Section 14. Remedy**

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

**Section 15. Final and Binding Character**

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

**Section 16. Extension of Time Limits**

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

**Section 17. Records**

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

**ARTICLE VI-SAVING CLAUSE**

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

Jamaica, N.Y.  
June 30, 1965

Signatures not reproduced.



**APPENDIX C-1 (continued)**

**THE LONG ISLAND RAIL ROAD COMPANY**

Jamaica, N.Y., June 30, 1965

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

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

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

Dear Sir:

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

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

Signatures not reproduced.

## APPENDIX C-2

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

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

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

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

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

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

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

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

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

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

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

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

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

Signatures not reproduced.  
12-01-69

**APPENDIX C-3**

March 2, 1970

Mr. A.C. Moroy  
General Chairman  
International Assn. of Machinists  
148 St. Marks Place  
Massapequa, New York 11758

Dear Mr. Moroy:

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

MTA has one (1) more application, either pending or about to be filed, identified as:

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

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

If you are agreeable to this proposal, would you please sign both of the enclosed letterhead copies of this letter and return them to me. I will keep one (1) and send one (1) on to the Federal Department of Labor to indicate compliance with the federal law. I am told that no further paper work will be required.

Signatures not reproduced.

#### APPENDIX C-4

March 2, 1970

Mr. A.C. Moroy  
General Chairman  
International Assn. of Machinists  
148 St. Marks Place  
Massapequa, New York 11758

Dear Mr. Moroy:

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

MTA has five (5) more applications, either pending or about to be filed, for federal aid. The railroad is willing to make the same employee protection commitments for these projects. With your concurrence, we propose that the term "project," as used in the aforementioned 350-car agreement, be deemed to include all of these additional projects.

The projects are:

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

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

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

If you are agreeable to this proposal, would you please sign both of the enclosed letterhead copies of this letter and return them to me. I will keep one (1) and send one (1) on to the Federal Department of Labor to indicate compliance with the federal law. I am told that no further paper work will be required.

Signatures not reproduced.

## APPENDIX C-5

May 3, 1973

Mr. R.J. McCarthy, General Chairman  
International Association of Machinists  
2486 Natta Boulevard  
Bellmore, New York 11710

Dear Mr. McCarthy:

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

M.T.A. has another application, either pending or about to be filed, identified as:

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

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

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

If you are agreeable to this proposal, would you please sign both of the enclosed letterhead copies of this letter and return them to me. I will keep one (1) and send one (1) on to the Federal Department of Labor to indicate compliance with the federal law. I am told that no further paper work will be required.

Signatures not reproduced.

## **APPENDIX D**

### **Attachment to Agreement of March 13, 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 (2) 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 seven (7) days of the Carrier's notification, any Organization which is aggrieved by the Carrier's award(s) shall notify the Director-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 seven (7)-day period, the award of jurisdiction will become final immediately upon the expiration of the seven (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 ten (10) days of the end of the seven (7)-day period provided in Paragraph 4.
7. In the event that the dispute is not resolved on the property, any of the Organizations which had filed objections pursuant to Paragraph 4 may demand arbitration of the dispute. Such a demand must be served on the Carrier and the other affected Organizations(s) within four (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 (1) 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 twenty-one (21) days, and shall render his/her award within seven (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 systemwide 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 thirty (30) days' notice, implement its award of jurisdiction pending resolution of the dispute in accordance with this procedure without incurring any liability to any of the Organizations.
15. Neither the Carrier nor the Organizations shall exercise a right of self-help in connection with the matters subject to this Agreement.
16. This Agreement replaces all other jurisdictional dispute resolution provisions on the Long Island Rail Road, and all such provisions are abrogated.

## APPENDIX E

June 11, 1973

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

Gentlemen:

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

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

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

Signatures not reproduced.



## APPENDIX F

### AGREEMENT MAY 20, 1952

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

#### IT IS AGREED:

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

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

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

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

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

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

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

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

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

Signatures not reproduced.

## APPENDIX G

### **Agreement of May 19, 1975 (as amended February 24, 1976), for the purpose of establishing an apprentice program, between The Long Island Rail Road Company and The International Association of Machinists and Aerospace Workers.**

#### **STATEMENT OF PURPOSE**

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

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

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

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

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

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

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

(B) Final selection of applicants for Apprenticeships will be made by the department head of the area or his/her designated representative.

(C) The Apprenticeship term will consist of six (6) periods of one hundred twenty-two (122) compensated days each, exclusive of overtime, military reserve time, and sick leave. During the last two 122-day periods, Apprentices may be assigned to any Mechanic's position for which they have been deemed qualified by virtue of previously demonstrated ability; however, Apprentices so used must complete their training as scheduled. The provisions of Rule 15 will apply to all such assignments, and the General Chairman of the craft will be advised of all assignments so made.

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

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

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

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

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

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

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

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

(F)(1) The Apprenticeship program will provide appropriate instruction and experience in all aspects of the trade as it is practiced on this Carrier. Formal instruction will be provided by the Carrier either on its property or at equally appropriate locations off property. All such arrangements will be made by the Carrier at no expense to the Apprentice.

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

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

(G) Apprentices will be tested regularly on their comprehension and knowledge of the subject matter covered during instruction. They will also be given regular evaluation by their instructors and by their Foreman when on field assignments. The sum total of these evaluations will constitute their rating, with the written examination weighed most heavily. This rating will be basis for retaining an employee in the Apprenticeship program. An Apprentice will be given one (1) opportunity to retake a previously failed examination; however, a reasonable period of time, not exceeding thirty (30) calendar days, will be allowed before the re-examination for an opportunity to ascertain the cause of initial failure. Apprentices will be given on-going counseling with regard to Foreman and instructor evaluations. Apprentices receiving an unsatisfactory rating will be dropped from the program and will be given consideration for other available employment for which they are qualified. Any Apprentice dropped from the program who desires a hearing, as per Section "(E)" above, will be entitled to same upon written application within thirty (30)-calendar days of his/her termination notice.

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

(I) The number of Apprentices in each craft will be as determined by the Carrier, but shall not exceed one (1) to every five (5) Mechanics.

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

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

(L) An Apprentice, once having accepted an Apprenticeship position, must remain as such until:

1. His/Her Apprenticeship is successfully completed, or
2. His/Her rating is such that he is dropped from the program, or
3. He/She is released from the program for any other reason, or
4. He/She resigns from the service of the Carrier.

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

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

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

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

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

1. An Apprentice with previous experience or formal training applicable to the craft must submit a written request to the secretary of the Apprenticeship advisory board before completion of the 30th calendar day of his/her Apprenticeship.
2. The request must be accompanied by all documentation necessary to substantiate the quality and quantity of such training or experience.
3. The board will review all such requests at its next regular meeting, and will render a decision not later than 90 days after receipt of a request.
4. If credit is granted, the 732-day Apprenticeship will be reduced by the approved number of credited days; however, in no event shall this result in establishment of a seniority date prior to the first date of actual employment with the Company.

(Q) Apprentices who commenced training prior to the effective date of this Agreement will be phased into the program described in Section "(C)" above. All other provisions of this Agreement will apply to such Apprentices. The application of Section "(H)" will be as described therein; however, under no circumstances will the Mechanic seniority date precede the actual date of entrance into the Apprenticeship program.

(R) Employees currently holding positions as Machinist Helpers who apply for and are accepted into Apprenticeship positions will continue to accrue seniority as a helper, but subject to the following:

1. During the first Apprenticeship period, the employee may return to his/her Helper position only if he/she is disqualified as provided in Section "(G)" above. Having so returned, the employee will not thereafter be eligible for an Apprentice position or for promotion to Mechanic.

2. If disqualification occurs during the 2nd through 6th Apprenticeship periods, the employee may **NOT** return to a Helper position. He/She will be considered to have forfeited all seniority as a Helper and as an Apprentice, and will be handled in accordance with Section "(G)" regarding other employment.

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

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

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

Signatures not reproduced.

## **APPENDIX H**

**(Referred to in Rule 48(a)(4))**

### **AGREEMENT OF AUGUST 19, 1960 Article III - Holidays**

Section 3. A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him/her by the Carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his/her rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his/her workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

All others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the workday preceding and the workday following the holiday they satisfy one or the other of the following conditions:

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

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

For purposes of Section 1, the workweek for other than regularly assigned employees shall be Monday to Friday, both days inclusive, except that such employees who are relieving regularly assigned employees on the same assignment on both the workday preceding and the workday following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the workdays preceding and following the holiday as apply to the employee whom he/she is relieving.

For other than regularly assigned employees, whose hypothetical workweek is Monday to Friday, both days inclusive, if the holiday falls on Friday, Monday of the succeeding week shall be considered the workday immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the workday immediately preceding the holiday.

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

## APPENDIX I

March 25, 1998

### AGREEMENT BETWEEN THE IAM 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 Machinist 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 (1) 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 or on their 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
<u>3</u>	Gang Foremen
35	Craft Employees

- Class size: 20 students

Based on the ratio among the day shift crafts, ten (10) Carmen, six (6) Electricians, two (2) Machinists, one (1) Sheet Metal Worker and one (1) 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 (1) Car Repairman, one (1) Electrician, one (1) Machinist, etc.

4. All non-diesel territory employees who decline this training shall be offered another training opportunity based upon class availability or when he/she bids into diesel territory. The Carrier shall determine the scheduling and the content of this training based on the employees' skills and experience.

5. The qualifications of diesel territory employees shall not be changed as a result of this agreement. Employees who successfully bid into diesel territory subsequent to this agreement shall be awarded such bid and be given the new fleet training thereafter as described in paragraph 4 above.

6. All training material required by the course shall be provided by the Carrier or subcontractor at no cost to the employee.

7. In order to ensure progress of those attending the training classes and so that the instructor may assess the teaching material or method, a multiple choice question and answer sheet may be completed by employees. Such answer sheets shall not contain employee identification.

8. All time paid spent in this new fleet training shall not be counted as overtime hours for the purpose of determining low man for overtime work.

9. The Carrier agrees to offer new fleet training to all craft employees in accordance with the Work Jurisdiction Award of June 3, 1997. After the vendor provided training is completed, this training commitment shall continue to be adhered to by the Carrier's use of its own training personnel.

Signed on the date first shown above, March 25, 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/ Norman Brown  
Local Chairman, IAM

/s/ Ray Morturano  
President

## APPENDIX J

June 26, 1991

Mr. William F. Mitchell, General Chairman  
International Assn. of Machinists  
50 Temple Street  
North Haven, CT 06473

Dear Mr. Mitchell:

This is in reference to Local Chairman T. LaVecchia's April 2, 1991 letter and our various discussions regarding the servicing, maintenance and repair of hi-lo (forklift) trucks, walk behind hi-los and propane-powered welding carts.

After discussions, the following understanding was reached:

Upon the Maintenance of Equipment Department's move into the Hillside Maintenance Complex in July, 1991, the servicing, maintenance and repair of the above-referenced vehicles shall be performed in accordance with the following:

1. Hi-lo (forklift ride-on) vehicles at Long Island City Passenger Yard, Richmond Hill Shop/Yard and Morris Park Locomotive Shop shall continue to be serviced, maintained and repaired by Machinists.
2. Propane powered welding carts ("Cadillacs") at Morris Park, Hillside Maintenance Complex, Richmond Hill and Long Island City Passenger Yard will be serviced, maintained and repaired by Machinists.
3. The IAM has been awarded the Machinists' portion of the maintenance of AGVs at Hillside Maintenance Complex.
4. Hi-lo (forklift ride-on) vehicles at locations other than Long Island City Passenger Yard, Richmond Hill Shop/Yard and Morris Park Locomotive Shop may be serviced, maintained and repaired by contractors at the Carrier's discretion.
5. Walk behind hi-los and electric (battery) powered vehicles may be serviced, maintained and repaired by contractors at the Carrier's discretion.

If in the future the Maintenance of Equipment Department replaces walk behind hi-los at Hillside Maintenance Complex by purchasing hi-lo (forklift ride-on) vehicles, the Machinists shall service, maintain and repair said vehicles.

The above is in full, final and complete resolution of the issues raised by the Organization in their April 2, 1991 letter, in response to the Carrier's awarding of work at the Hillside Facility.

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

Very truly yours,

/s/ Ernest L. Garb  
Vice President-Labor Relations

I CONCUR:

\_\_\_\_\_  
/s/  
W. F. Mitchell, General Chairman  
Int'l Association of Machinists

cc: T. LaVecchia



## APPENDIX K

October 30, 1992

Mr. William F. Mitchell, General Chairman  
International Assn. of Machinists  
50 Temple Street  
North Haven, CT 06473

Dear Mr. Mitchell:

This is to confirm our understanding of October 23, 1992, regarding the realignment of job classifications in the Air Brake Shop at the Hillside Maintenance Complex (HMC).

The current job classification and job functions of test rack operators, M/U jobs, diesel jobs, relief jobs and tread brake jobs located in the HMC Air Brake Shop shall be consolidated into one (1) job classification which shall perform all the functions and duties in the Air Brake Shop.

Effective with the December bid cycle, those HMC Air Brake Shop jobs listed immediately above shall be abolished and vacancies shall be posted for bid. Vacancy bulletins, when posted for the consolidated Machinist position, shall list the job qualifications and duties of the job (copy attached). Incumbent IAM represented employees in the Air Brake Shop at HMC on the date of the job abolishments who bid the consolidated position to remain in the HMC Air Brake Shop shall be trained on the equipment required including the new Test Rack equipment and shall be considered qualified to bid and hold the consolidated positions.

Further, the 13¢ differential per hour currently paid to the job holder of Air Brake Test Rack Operator shall be paid in the same manner to qualified machinists who work in the HMC Air Brake Shop.

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

Very truly yours,

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

I Concur:

\_\_\_\_\_/s/  
William F. Mitchell, General Chairman  
International Assn. of Machinists

### Attachment

cc: T. LaVecchia (IAM)  
D. Cleary  
E. Garb  
W. Dwinnell  
W. Dietz  
N. LaRocco  
R. Olvet

## ATTACHMENT

Must be qualified to test all air brake equipment in accordance with codes mandated and prescribed by the manufacturer, the AAR, the ICC and the Long Island Rail Road Company. Must be qualified to inspect and repair all MU, Diesel, Diesel-Hauled equipment and freight air brake system components including all TBU and related work and all other duties considered Machinist's work.

## **APPENDIX L-1**

**AGREEMENT OF AUGUST 29, 1952  
Between Certain EASTERN RAILROADS  
and the  
Employees of Such Railroads Represented by  
SEVENTEEN COOPERATING RAILWAY LABOR ORGANIZATIONS  
Effective September 15, 1952  
In Settlement of Employees' Request of February 5, 1951 for  
UNION SHOP and CHECK-OFF**

### **AGREEMENT**

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

#### **IT IS AGREED:**

##### **Section 1.**

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carriers now or hereafter subject to the Rules and Working Conditions Agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the Organization party to this Agreement representing their craft or class within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of this Agreement, and thereafter shall maintain membership in such Organization; except that such membership shall not be required of any individual until he/she has performed compensated service on thirty (30) days within a period of twelve (12) consecutive calendar months. Nothing in this Agreement shall alter, enlarge or otherwise change the coverage of the present or future Rules and Working Conditions Agreements.

##### **Section 2.**

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

##### **Section 3.**

(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty (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 work in another class of service shall not be required to be members of another Organization party hereto whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

#### **Section 4.**

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

#### **Section 5.**

(a) Each employee covered by the provisions of this Agreement shall be considered by a Carrier to have met the requirements of the agreement unless and until such carrier is advised to the contrary in writing by the Organization. The Organization will notify the Carrier in writing by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this Agreement and who the Organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and the Organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the Carrier will within ten (10) calendar days of such receipt, so notify the employee concerned in writing by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Organization. An employee so notified who disputes the fact that he/she has failed to comply with the terms of this Agreement, shall within a period of ten (10) calendar days from the date of receipt of such notice, request the Carrier in writing by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him/her a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten (10) calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Organization, by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Organization shall attend and participate in the hearing. The receipt by the Carrier of a request for 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/her seniority and employment under the Rules and Working Conditions Agreement not later than thirty (30) calendar days from receipt of the above described notice from the Organization, unless the Carrier and the Organization agree otherwise in writing.

(b) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this Agreement and shall render a decision within twenty (20) calendar days from the date that the hearing is closed, and the employee and the Organization shall be promptly advised thereof in writing by Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this Agreement, his/her seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty 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/her seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty (20) calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten (10) calendar days from the date of the decision the Organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of

seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.

(c) If within ten (10) calendar days after the date of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this Agreement the Organization or the employee involved requests such highest officer in writing by Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole Arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this Agreement or his/her designated representative, and the employee involved or his/her representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Organization and the employee involved shall have the right to 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/her appointment and shall be final and binding upon the parties. The Carrier, the employee, and the Organization shall be promptly advised thereof in writing by Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral Arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Organization and the employee.

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

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

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

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

#### **Section 6.**

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

#### **Section 7.**

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

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

#### **Section 8.**

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

the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such Carrier acts in collusion with any employee; Provided further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this Agreement.

**Section 9.**

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

**Section 10.**

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

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

**Section 11.**

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

SIGNED AT WASHINGTON, D.C. THIS TWENTY-NINTH DAY OF AUGUST, 1952.

Signatures not reproduced.

## APPENDIX L-2

This Agreement is entered into this 8th day of December, 1960, by and between The Long Island Rail Road Company, hereinafter referred to as the "Carrier", and the International Association of Machinists, hereinafter referred to as the "Union".

### IT IS AGREED:

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

2. No such deduction shall be made except from the wages of an employee who has executed and furnished to the Carrier a written assignment, in the manner and form hereafter provided, of such membership dues, initiation fees and assessments. Such assignment shall be on the form specified in Attachment "A" hereto and shall, in accordance with its terms, be irrevocable for one (1) year from the date of its execution, or upon the termination of this Agreement, or upon the termination of the Rules and Working Conditions Agreement between the parties hereto, whichever occurs sooner. An employee who has executed and furnished to the Carrier such assignment may revoke said assignment by executing the revocation form specified hereinafter within fifteen (15) days after the end of the year, but if the employee does not so revoke the assignment it shall be considered as re-executed and may not be revoked for an additional period of one (1) year, unless within such year this Agreement or the rules and working conditions agreement between the parties hereto is terminated, and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until the employee shall execute a revocation form within fifteen (15) days after the end of any such year. Revocations of assignment shall be in writing and on the form specified in Attachment "B" hereto, and both the assignment and revocation of assignment forms shall be reproduced and furnished as necessary by the Union without cost to the Carrier. The Union shall assume the full responsibility for the procurement of the execution of said forms by employees, and for the delivery of said forms to the Company. Assignment and revocation of assignment forms shall be delivered with the deduction list hereinafter provided for, to the Company not later than the first of the month in which the deduction or termination of deduction is to become effective.

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

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

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

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

6. In cases where no deduction is made from the wages of an employee in a particular payroll period due to insufficient funds or other reason, the amounts not deducted may be added to the deduction lists for that employee for subsequent payroll periods but not exceeding three (3) months.

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

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

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

10. This Agreement shall become effective on January 1, 1961, and shall remain in effect until altered, changed or canceled in accordance with Railway Labor Act, as amended.

Signatures not reproduced.

**CHECK-OFF AGREEMENT  
BETWEEN  
THE LONG ISLAND RAIL ROAD COMPANY  
AND  
INTERNATIONAL ASSOCIATION OF MACHINISTS**

**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 International Association of Machinists that part of my wages necessary to pay my monthly union dues, assessments, and initiation fees (not including fines and penalties, nor insurance premiums unless included in the periodic dues) as reported to the Carrier by the Secretary-Treasurer of the International Association of Machinists 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 December 8, 1960, and I hereby authorize the Carrier to deduct from my wages all such sums and pay them over to such designated representatives of the Organization in accordance with said Deduction Agreement.

I understand that if I do not revoke this assignment by executing a revocation form, as provided in paragraph 2 of the aforesaid Deduction Agreement within fifteen (15) days after the end of one year from the date of the execution hereof, this assignment shall be considered as re-executed and may not be revoked by me for an additional period of one (1) 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  
INTERNATIONAL ASSOCIATION OF MACHINISTS**

**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 International Association of Machinists 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  
INTERNATIONAL ASSOCIATION OF MACHINISTS**

**ATTACHMENT "C"**

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

The undersigned, Secretary-Treasurer, International Association of Machinists and Aerospace Workers, hereby certifies to The Long Island Rail Road Company, that dues, initiation fees and/or assessments and insurance premiums, in the amounts listed herein, are due and payable to the International Association of Machinists 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.

Secretary-Treasurer

\_\_\_\_\_  
For Company Use Only

Payroll Number	Name of Employee	Total Amount Of Deduction	Amounts Deducted

## **APPENDIX M**

### **AGREEMENT BETWEEN THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND THE LONG ISLAND RAIL ROAD COMPANY RE TRAINING OF EMPLOYEES ON M-7 MULTIPLE UNIT EQUIPMENT**

This will confirm our understanding reached this date concerning the training of International Association of Machinists represented employees in the event they are assigned to positions in M/U territory prior to January 1, 2005 as outlined in paragraph 1 and 2 below. Further, this will confirm our understanding concerning the training of employees on M-U who are assigned to the Support Shops, Maintenance and Diesel territory as outlined in paragraph 4 below.

For the purpose of this agreement, "employee" shall mean Machinist Craft employees.

It is anticipated that the M-7 fleet will be phased into revenue service beginning in the third quarter of 2002 and be maintained in Carrier M/U yards and facilities, however, initially P.I. work shall be accomplished at the Hillside Maintenance Complex during the first shift.

Outside vendors and the LIRR Training Department shall provide the training for employees covering basic fundamentals and all systems, in accordance with the April 19, 2002, Jurisdiction of Work Award.

Furthermore, it is understood that the CFR-238 Training Agreement signed by your Organization will be applied to this training in addition to the following:

Employees assigned to positions in M/U Territory shall be scheduled for M-7 training in two (2) stages. The first stage shall be the Basic M-7 Training Program and the second state shall be the Advanced M-7 Training Program.

1. The Basic M-7 Training Program

- a) Beginning in the second quarter 2002, all employees in M/U territory and M/U shops shall be scheduled for and must attend the Basic M-7 training program.
- b) The Basic M-7 program shall consist of CFR required instruction, depending on the amount of modules required for his/her current position, and will be scheduled on the employee's schedule shift to the extent possible.
- c) All employees must successfully complete the training and pass the test given. Initially, the test shall be scored on the basis of 70% practical and 30% written with a passing grade of 80% and may be subsequently changed by the Carrier.
- d) One retest shall be given to an employee who fails a test. Such retest may be taken at the Trainees request, but not later than 20 days following the failure. Failure of the retest shall be handled in accordance with the CFR 238-109 agreement dated July 13, 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 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 modules required for his/her current position and will be scheduled before or after the employee's regular shift and paid at the straight-time rate of pay. Classes before or after an employee's shift will be for a four (4)-hour duration.
  - c) Employees must take a test for each module to test employee proficiency and the effectiveness of the training course.
  - d) Employees who bid or bump to a location which has M-7 equipment assigned, will be awarded the bid or bump subject to seniority and scheduled for advanced M-7 training as soon as practical except as outlined in paragraph 5 below.
  - e) It is the Union's position that the training time if other than the employee's regular shift, should be paid at the time and one-half overtime rate. The employees shall nevertheless attend 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 (1) 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 (1) hour of travel time (straight time) each way.
4. Starting in the fourth quarter of 2002 and until January 1, 2005, all employees in Support Shops, Maintenance, and Diesel Territory shall be offered Basic and Advanced M-7 training before or after their shift and paid at straight-time rate of pay. Such employees who fail such training shall not be offered training again unless the employee bids or bumps into a position requiring M-7 qualification. After January 1, 2005, 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 bimonthly basis make the necessary training and testing available at no cost to the employee. An employee who wishes to attend such training shall do so on other than his/her normal shift and shall not be paid for such training and testing.
5. Effective January 1, 2005, all employees will be required to be Basic M-7 qualified before bidding or bumping to a job that requires M-7 qualification. Further, effective January 1, 2005, all locations where M-7 equipment is inspected, maintained or repaired at a M/U yard or shop shall have all new or vacant positions posted with the following new qualifications added to the existing qualification of the position:

"Must have attended the M-7 Basic Training Program and be qualified to interpret, inspect, maintain and repair the equipment's mechanical and electrical systems. Must be qualified to utilize all the required tools and equipment. Must be familiar with utilizing a computer to diagnose and record mechanical and electrical system inspection, repairs and maintenance. Must perform all other duties considered machinists work."
6. Should the Basic M-7 Training not commence in June 2002, then the January 1, 2005 date referenced in this agreement shall be moved back on a month-for-month basis identical to the number of months that the Basic M-7 training is delayed.
7. New hires shall receive Basic M-7 training during their initial training.

**For the IAM:**

/s/ Norman Brown, General Chairman

/s/ Lou Gentile, Local Chairman

**For the LIRR:**

/s/ Kenneth J. Bauer, President

/s/ J.W. Bernet, Vice President - Labor Relations

## **M-7 TRAINING**

### **Basic Training CFR-238 Topics**

- Introduction and Familiarization
- Introduction to Monitoring Systems
- Brakes
- Class 1 / 1A / 2 Brake Tests
- Doors
- Toilets
- HVAC
- Daily Inspection

### **Advanced Training Topics**

- Interior and Exterior Appointments
- Main and Auxiliary Power
- Friction Brakes
- Toilet System
- Truck / Coupler / Draft Gears
- Doors
- HVAC
- Propulsion and Dynamic Brakes
- Communications
- Monitoring and Diagnostics

## **APPENDIX N**

### **Agreement between the Long Island Rail Road and the IAM Regarding Mechanic Training and Qualification in accordance with CFR 238.109**

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

#### **1. Mechanic Job Descriptions**

Mechanic job descriptions shall be amended to add the following language:

"In addition to all other Mechanic duties, a Mechanic must be qualified to perform all safety related inspections, tests and maintenance of all passenger equipment as required by CFR 238.109."

#### **2. Qualification and Testing of Current Position**

- a) Prior to January 1, 2002, all Mechanics shall be trained and tested for the current job he/she holds in accordance with this agreement. Except for retraining and retesting under paragraph 2 (c) below, such training and testing shall be compensated for at the straight-time rate of pay and at no cost to the employee. Training course content and the schedule and manner of providing the training and the modules required for each job shall be determined by the Carrier in accordance with the requirements of CFR 238.109.
- b) All Mechanics must successfully complete the training and pass the test given. Initially, the test shall be scored on the basis of 70% practical and 30% written with a passing grade of 80% and may be subsequently changed by the Carrier. The test shall be developed by the Carrier in accordance with the requirements of CFR 238.109.
- c) One (1) retest shall be given upon the failure of any test with retraining in areas found deficient made available to the employee prior to such re-testing. Such retraining and re-testing shall not be compensated by the Carrier. The period allowed for such retest shall vary in accordance with the nature of training and course content involved; however, the employee may request a retest on any subsequent day up to a maximum of fifteen (15) days.

An employee who fails the initial test shall have an option not to take the retest and shall be deemed disqualified. Such employee or an employee who takes and fails the retest shall be deemed disqualified and permitted to displace to any position occupied by a junior employee and for which he/she is qualified. However, all employees will promptly exercise their displacement rights so that all employees affected may be placed within fifteen (15) days and will do so without expense to the Carrier. Further, such disqualified Mechanics may exercise his/her seniority rights to a Helper position. Such employee's years of service shall count toward the Helper new hire wage scale.

- d) Should a Mechanic be unable to hold a position within the craft, the employee shall be handled in accordance with the collective bargaining agreement. The Carrier will give consideration to such employee for an available budgeted position outside the craft provided he/she is qualified for the same.
- e) Mechanics who are initially qualified must attend refresher training as well as testing at intervals not to exceed three (3) years. Such training and testing shall be developed by the Carrier in accordance with the requirements of CFR 238.109. A Mechanic who is qualified as a QMP on more than one (1) type of equipment must attend refresher training and be tested on all types of equipment on which he/she is qualified. The provisions of paragraphs 2 (a), (b), (c), and (d) shall apply to refresher training as well.

#### **3. Qualification and Testing When Bidding/Bumping a New Position**

- a) Effective with the signing of this agreement and until January 1, 2002, a Mechanic may choose to attend his/her craft Training Modules other than those modules required for his/her present position so that he/she may become qualified to bid other positions within his/her craft.

Should a mechanic choose to attend such Training Modules during 2001, he/she shall be subject to the following:

1. The Mechanic shall be paid at the straight-time rate of pay for each training and testing day.
2. The Mechanic shall attend the Training Module on other than his/her scheduled work shift.
3. Once tested and qualified, a Mechanic may bid any craft position for which qualified. Once so qualified, a Mechanic must maintain such qualification.
4. Should a Mechanic fail the training and testing, he/she shall remain in his/her current position as long as he/she remains qualified for such position.

It is the Union's position that training on other than an employee's normal work shift should be paid at the time and one-half overtime rate. The employee who chooses to attend such training class shall nevertheless be paid at the straight-time rate of pay and the Union may bring the dispute to arbitration for resolution. The parties agree that this issue shall be handled as one (1) claim to be filed with the Director of Labor Relations.

- b) Effective January 2, 2002, a Mechanic who wishes to bid another position for which he/she is not trained and tested in accordance with federal regulations, must successfully complete such training and testing prior to bidding or bumping such position.
- c) The Carrier shall on a bi-monthly basis make the necessary training and testing available at no cost to the employee. An employee who wishes to attend such training shall do so on other than his/her normal shift and shall not be paid for such training and testing.
- d) Mechanics who successfully complete the training and testing in accordance with the federal regulations shall be entitled to bid for and be awarded his/her bid in seniority order among those trained and tested.
- e) Once a Mechanic is qualified, any required refresher training shall be provided by the Carrier, and the employee shall be paid at the straight-time rate of pay. Refresher retests and failures shall be handled in accordance with paragraphs 2(c) and (d) above.

#### 4. **Qualification and Testing Records**

The Carrier shall be responsible to keep all qualification and testing records in accordance with the federal rules. Mechanics who successfully complete all training and testing (both MU and Diesel) shall be designated as a Qualified Maintenance Person – A. A Mechanic who successfully completes training and testing of all MU Modules shall be designated as a Qualified Maintenance Person – B. A Mechanic who successfully completes training and testing on all Diesel Modules shall be designated as a Qualified Maintenance Person – C. A Mechanic or his/her designated Union representative may view qualification and testing records upon request of the M of E Department.

#### 5. **Mechanics Hired Subsequent to this Agreement**

- a) Mechanics hired after January 1, 2002, will be trained and tested for all CFR 238.109 modules during their probationary period. Such training and testing will be compensated at the straight-time rate of pay and at no cost to the employee. To the extent possible, new hire Mechanics will be scheduled for training and testing on their normal tour of duty. New hire Mechanics will be provided this training as soon as practical and until qualified will be prohibited from bidding any position in the craft requiring qualifications under CFR 238.109
- b) Mechanics hired subsequent to January 1, 2002, who do not successfully qualify or maintain qualifications in accordance with the federal rules shall be handled in accordance with the collective bargaining agreement, and not be given any special considerations for alternate employment.



**For the IAM:**

\_\_\_\_\_/s/  
Norman Brown  
General Chairman

\_\_\_\_\_/s/  
Louis Gentile  
Local Chairman

**For the LIRR:**

\_\_\_\_\_/s/  
Kenneth J. Bauer  
President

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

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

## APPENDIX N-1

July 31, 2001

Mr. Norman Brown  
General Chairman  
International Association of Machinists  
2031 Gerritsen Avenue  
Brooklyn, NY 11229

### Re: CFR 238.109 Training Agreement

Dear Mr. Brown:

This is to clarify our understanding regarding the above training agreement.

We have agreed that the Carrier will provide CFR 238.109 training to LIRR employees who are members of your Organization as follows:

1. Employees in positions where training is required on specific modules as a current condition of this position will be trained on those respective modules on their normal shift in accordance with the agreement.
2. Employees may voluntarily attend training sessions in other than the required modules on their relief days and/or outside of their regular tour of duty and shall be paid their normal rate of pay at straight time until December 31, 2001.
3. The Carrier and the employees will make every effort to complete said training as outlined in (2) above, however, if through no fault of the employees, said training is not completed by December 31, 2001, the provision in (2) above shall be extended.
4. Any employee who does not sign up for and become scheduled for the above training prior to August 31, 2001, may be trained in accordance with paragraph 3.C of the agreement.

If the above agrees with your understanding, please signify by signing in the space provided below.

Sincerely,

\_\_\_\_\_  
/s/  
John W. Bernet  
Vice President Labor Relations

I Concur:

\_\_\_\_\_  
/s/  
Norman E. Brown, General Chairman  
International Association of Machinists

## APPENDIX O

December 14, 2007

Mr. John Lacey  
General Chairman  
International Association of Machinists & Aerospace Workers  
95 Tyler Street  
East Haven, CT 06512

### Re: Definition of Regular Wages

Dear Mr. Lacey:

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/  
John Lacey, General Chairman  
International Association of Machinists & Aerospace Workers

\_\_\_\_\_  
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

June 10, 2009

Mr. John Lacey, General Chairman  
International Association of Machinists and Aerospace Workers  
5 Knollwood Drive  
Branford, CT 06405

**RE: Welder Training and AWS Certification**

Dear Mr. Lacey:

The following terms and conditions, agreed to between the Long Island Rail Road (LIRR) and the International Association of Machinists and Aerospace Workers (IAM), establish a Training Program for the certification of Welders to American Welding Society (AWS) standards, in the Maintenance of Equipment Department (ME).

Currently, the method of training and testing our Welders only qualifies them to weld 1" steel plate using arc (stick) welding. LIRR Welders take two (2) tests (vertical and overhead) for qualification purposes. LIRR qualified Welders (unless they maintain AWS certification from another source) do not maintain AWS certification.

The main purpose of this Agreement is to increase the skill set of our Welders, address federal training and inspection requirements and to certify Machinist Welders to AWS standards in accordance with federal regulations.

**I. New Welders**

- A. Effective with the signing of this Agreement, all employees awarded a Welder position that have not previously held a Welder's position and have not been qualified by the Carrier (including those who hold a Welder position but have not been offered training) will be required to attend the Welder Training Program identified below. All new or vacated Welder positions being advertised will include a requirement to be AWS certified.
- B. The training program will consist of both classroom and practical training. While assigned to the training program, employees will assume the headquarters of the welding school (currently located in the basement of the Hillside Maintenance Complex). This means no travel time shall be scheduled or paid. Tours of duty, relief days, classroom or practical training scheduling will be at the sole discretion of the Carrier. For the purposes of this Agreement a workweek will be defined as five (5) workdays with two (2) consecutive relief days. The aforementioned will be noted on bid sheets when Welding positions are advertised. It is anticipated that the initial program will be approximately ten (10) weeks in duration and consist of the following subjects:
  - Tank Safety, gas burning, electric arc welding on steel, stainless steel and Mig and Tig.
  - Employees will be schooled, trained and tested to the standards identified in AWS: D1.1, D1.6 and D15.1.
- C. The Carrier will develop the training program (in accordance with AWS requirements) and have sole discretion to make final determinations regarding the length and content of the program, the testing requirements and the scheduling of employees. The Carrier reserves its right, as it may deem necessary from time to time, to amend, change, add or delete any part, or all, of the training program. In any event, successful graduates will be AWS certified when course work is completed.
- D. During the training program if it becomes evident to the Instructor or the Carrier that an employee will not be able to successfully complete the program, the employee will be removed and shall revert to an open status. The Local Chairman will be notified in writing the reason for the disqualification.
- E. In order to become certified and become an LIRR Certified Welder, employees will be required to successfully pass seven (7) qualification tests required by the AWS. Testing will be performed on Carrier property. Test plates will be sent off the property to AWS accredited labs for analysis. All cost of testing will be borne by the Carrier with no expense to the employee.
- F. Employees failing a certification test will be provided one retest within approximately one (1) week from obtaining the results of such test at no expense to the employee. Employees who fail to successfully complete all testing as required by the AWS will be disqualified and handled in accordance with the

Controlling Agreement. Successful completion of the program means the Machinist Welder has completed the training and testing in accordance with the AWS as described herein.

- G. While in the training program, employees will be prohibited from performing any overtime that will not afford the employee a minimum of eight (8) hours rest before the start of their training, unless the Carrier mandates the overtime assignment
- H. Once a Welder becomes certified, they will be required to demonstrate their proficiency at six (6) month intervals in accordance with the AWS. The Central Manpower Office will track certification dates and schedule Welders to return to the welding school to demonstrate all welding types required by the AWS. Welders directed to return to the welding school (wherever the welding school exists) for this testing will have this testing considered their assignment for the day and assume the welding school (or other location as deemed by the Carrier) as their headquarters.
- I. After successful completion of the Welding Training Program as described herein, the newly Certified Welder must remain certified and remain in a Welder's position for fifteen (15) months from the date of certification. This means Welders who take the aforementioned training program and become certified are required to remain certified and in a Welder's position (should one be available) for the 15 months following their initial certification. During the aforementioned 15-month period should they be displaced from a Welder's position, they will be required to bump, bid for, or if they consequently end up open, be subject to assignment by the Carrier to open Welder positions during their remaining commitment period. Should they be displaced through no fault of their own from a Welder's position during the above-mentioned 15-month period, they will be required to bid for all open Welder's positions as they become available until such time as they are awarded a Welder position or until conclusion of their training commitment. The aforementioned will be noted on bid sheets when Welding positions are advertised.
- J. Once the initial 15-month commitment to remain in a Welder's position is satisfied, there will be no further obligation to remain certified and remain in such position, except as provided for in the Controlling Agreement. Machinist Welders who let their certification expire at the end of their 15-month commitment and who desire to recertify as a Welder and consequently need to take the whole training program again will be subject again to the 15-month commitment. Machinist will only be permitted to do this once during their career as a Machinist. When the employees completes the 15-month commitment period, he/she may elect to exercise bumping rights no later than five (5) days from the end of the commitment period. The positions to which the employee may exercise his/her bumping rights shall be limited to his/her former position (if a junior employee is the current holder of the former position) and/or any non-Welder Machinist position that may have been bulletined since the employee began Welders training in accordance with the provisions of Rule 18 of the Controlling Agreement. Employees shall not receive the Certified Machinist Welder's rate of pay unless actually holding a Certified Machinist Welder's position.
- K. Employees may request to be released from the aforementioned 15-month training commitment period by demonstrating a hardship as defined by the Family Medical Leave Act. Employees will present their request to the Department head or his/her designated representative. Upon receipt of the above-mentioned application, the Department head or his/her designated representative will review and consider such request. The release from the 15-month commitment shall be at the sole discretion of the Department head or his/her representative and release from the training commitment is temporary and only tolls the 15-month period. Employees released from the 15-month training commitment for a hardship must complete the remainder of their 15-month commitment once the hardship ends.
- L. Upon successful completion of the Welding Training Program, Certified Welders will be entitled to the Machinist Certified Welder's rate of pay. The rate of pay for Machinist AWS Certified Welders will be \$32.730 per hour.
- M. Employees who are awarded a Welder position and attend the aforementioned Welder-training program are locked in the training program until they certify, fail, or are disqualified. Those not completing the course will be barred from reapplying for a period of two (2) years.
- N. Effective with the signing of this Agreement employees holding AWS Welding Certification will be awarded advertised Welding positions in seniority order before non-certified senior employees. Only Certified Welders will be permitted to displace a Junior Certified Welder.

II. **Incumbent Welders**

- A. All incumbent Welders will be required to become AWS certified. Incumbent Welders who are non-AWS certified will be required to demonstrate their competency by successfully passing the seven (7) AWS certifying tests. Any training/practice required in order for an employee to prepare for the tests will be offered in seniority order. Carrier will make available a minimum of one (1) week and maximum of eight (8) weeks of training/practice for all incumbent Welders for them to prepare for the seven (7) AWS certification tests. Incumbent Welders who sign up for this training/practice course will assume the headquarters of the welding school, tour of duty, and workweek the course is being offered. Testing and training costs will be borne by the Carrier.
- B. Incumbent Welders failing a certification test will be provided one (1) retest within approximately one (1) week from obtaining the results of such test at no expense to the employee. Incumbent Welders who fail the certification test(s) will be eligible to attend the complete Certified Weld-Training program. Those who desire this training will be subject to all the terms mentioned in Section "I, A through M" above.
- C. Incumbent Welders who are unable to successfully pass the required certification testing will be permitted to remain in their Welding position for a maximum period of one (1) year from the date they fail the certification testing. Should, during the aforementioned one (1)-year period, their position be abolished, abolished and rearranged, they are bumped or they bid to a new position, they will be prohibited from exercising their seniority to another Welder's position.
- D. Incumbent Welders who are unable to successfully pass the required certification testing will not receive the Certified Welder's rate of pay unless in the future they certify as a Welder as described above. As a reminder, these employees will be prohibited from performing welding repairs as designated now or in the future by law on safety appliances located on the rolling stock or on equipment requiring any welding certification. In accordance with Federal Law, only AWS Certified Welders will be permitted to perform welding on safety appliances on the rolling stock.

III. **Certified Welders Not Holding Welder Positions**

- A. A Machinist Certified Welder who does not hold a Welder's position who desires to remain current and certified by demonstrating his/her proficiency at six (6) month intervals in accordance with the AWS, may continue to do so at the expense of the Carrier. Those employees must notify the ME Central Manpower Office of their desire to remain current. As stated above, the Central Manpower Office will track certification dates and schedule these employees to return to the welding school or other location as deemed by the Carrier to demonstrate all welding types as required by the AWS. Those directed by the Manpower Office to do so will have this testing considered their assignment for the day and assume the welding school or other location as deemed by the Carrier as their headquarters.
- B. Should a Certified Welder let his/her certification expire and desire to recertify in the future, he/she will do so on his or her own time or on the Carrier's time upon award of an open Welder's position. Carrier will award open Welders positions to the senior employee having the qualifications to perform the work. This means the Carrier will award an open Welder's position first to an employee who is a Certified Welder Junior before an employee, who at the time of award, doesn't hold such certification. Former Certified Welders must recertify in accordance with AWS requirements in place at the time of recertification. Only those employees who recertify on Carrier's time will be subject to the 15-month training commitment mentioned above.

This Training Agreement is predicated exclusively upon the special circumstances involved and will not constitute a precedent for the determination of other agreements between the International Association of Machinists and Aerospace Workers and The Long Island Rail Road.

With the signing of this Agreement, it is understood that the provisions of "Rule 19" (Qualification for Positions) of the Controlling Agreement are satisfied.

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

Sincerely,

/s/  
M. D. Chirillo  
Director - Labor Relations (Administration)

I CONCUR:

/s/  
J. Lacey, General Chairman-IAM

6/10/09  
Date

cc: A. Sandberg-IAM, N. Yellin, R. Kenny, S. Drayzen, R. Agritelley, M. Gelormino, M. Oliva,  
L. Ebbighausen, E. Rodriguez, A. Micheletti, K. Meilick, W. Shaw, J. Tinghino, L. Kane,  
K. Layne

## APPENDIX Q

### Stipulation and Agreement

Whereas, the Long Island Rail Road's (hereinafter referred to as the Carrier) fleet of work locomotives have reached the limits of their useful life and the railroad is in need of replacing them either by purchasing new locomotives, leasing new or used locomotives or refurbishing its current fleet of work locomotives; and

Whereas, the railroad has concluded that the best option for addressing this need is to refurbish its current fleet of work locomotives; and

Whereas, the Long Island Rail Road requires that the refurbishment include more than the normal and historical replacement of existing components and 1970's technology and will require as part of any refurbishment a structural stress analysis to insure structural integrity of the frame and other critical components, a new operating cab with all new micro processor based controls, and a Tier 3 complaint prime mover power plant; and

Whereas, the Carrier plans to send up to Nineteen (19) MP1500AC and Five (5) SW1001 Locomotives to a third-party contractor and receive back, the same or an alternative locomotive remanufactured as mentioned above; and

Whereas, this is work not normally and or historically performed on this property by any labor Organization and therefore the Carrier maintains it is within its jurisdiction to contract out/unit of exchange this work to a third-party contractor; and

Whereas, the International Association of Machinist (IAM) disagrees with Carrier having the unilateral right to contract out/unit of exchange this work to a third party and argues that Carrier's action is a violation of the Controlling Agreement; and

Whereas, the Long Island Rail Road and the IAM have agreed to address the matter in the furtherance of sound labor-management relations; and

NOW THEREFORE, the parties hereto, mutually agree to the terms set forth as follows:

FIRST: Without waiver of either parties' position herein, the Carrier will be permitted for this project only to contract out/unit of exchange up to Nineteen (19) MP1500AC and Five (5) SW1001 diesel locomotives to a contractor of the railroad's choosing to refurbish the locomotives to the standards and requirements set forth by the railroad.

SECOND: The Carrier agrees that during the time that any of the aforementioned locomotives are off the property being refurbished, off the property for warranty repairs, or there are employees of the contractor on the property performing warranty repairs there will be no furloughs of IAM employees.

THIRD: The Carrier will guarantee that once the refurbished locomotives are returned to the Carrier the work to inspect, repair and maintain the refurbished locomotives will be accomplished by the class and craft of LIRR employees designated to perform such work. This section will not prohibit Carrier from taking advantage of the warranty clause contained in the refurbishing contract.

FORTH: The Carrier will agree to provide IAM employee's adequate training (the length and content to be discussed when system designs are complete) on any and all new/upgraded systems in order for employees to properly inspect, repair and maintain the refurbished locomotives.

FIFTH: The Carrier agrees to modify Rule 70 (Vacations) of the Controlling Agreement to permit all IAM employees to take up to one (1) week of vacation in increments of less than one (1) week but no less than a single day. The parameters for single vacation days will be set forth by the Carrier.

SIXTH: The parties agree that this Agreement cannot be cited as precedent for any other matter, is based exclusively upon the specific facts of the instant matter, and cannot be utilized or cited in any forum whether judicial or administrative except to enforce the terms of the agreement set forth herein.

For the Carrier:

/s/

Michael D. Chirillo, Vice President-Labor Relations

1/20/2015

Date



For the IAM:

/s/

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Gary Naylor, General Chairman

1/20/2015

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Date

## International Association of Machinists

## Machinists (Mechanics)

## Maintenance of Equipment Department

Title	Effective Date	% Inc.	Rate	Progression For Night Differential*							Notes	
				100%	90%	80%					No.	Eff.
Federal Inspector (Occ: 7582)	12/16/2010	2%	32.082	1.608	1.447	1.286						
	06/16/2011	1.5%	32.563	1.608	1.447	1.286						
	12/16/2011	1.5%	33.052	1.608	1.447	1.286						
	06/16/2012	1.5%	33.548	1.608	1.447	1.286						
	12/16/2012	1.5%	34.051	1.608	1.447	1.286						
	06/16/2013	1.5%	34.561	1.608	1.447	1.286						
	12/16/2013	1.5%	35.080	1.608	1.447	1.286						
	06/16/2014	1.5%	35.606	1.608	1.447	1.286						
	12/16/2014	1.5%	36.140	1.608	1.447	1.286						
	06/16/2015	1.5%	36.682	1.608	1.447	1.286						
	12/16/2015	1.5%	37.233	1.608	1.447	1.286						
Laboratory Technician (Occ: 7584)	12/16/2010	2%	31.809	1.608	1.447	1.286					1	1/1/1983
	06/16/2011	1.5%	32.286	1.608	1.447	1.286						
	12/16/2011	1.5%	32.770	1.608	1.447	1.286						
	06/16/2012	1.5%	33.262	1.608	1.447	1.286						
	12/16/2012	1.5%	33.761	1.608	1.447	1.286						
	06/16/2013	1.5%	34.267	1.608	1.447	1.286						
	12/16/2013	1.5%	34.781	1.608	1.447	1.286						
	06/16/2014	1.5%	35.303	1.608	1.447	1.286						
	12/16/2014	1.5%	35.832	1.608	1.447	1.286						
	06/16/2015	1.5%	36.370	1.608	1.447	1.286						
	12/16/2015	1.5%	36.915	1.608	1.447	1.286						
Machinist (Occ: 7580)	12/16/2010	2%	31.809	1.608	1.447	1.286						
	06/16/2011	1.5%	32.286	1.608	1.447	1.286						
	12/16/2011	1.5%	32.770	1.608	1.447	1.286						
	06/16/2012	1.5%	33.262	1.608	1.447	1.286						
	12/16/2012	1.5%	33.761	1.608	1.447	1.286						
	06/16/2013	1.5%	34.267	1.608	1.447	1.286						
	12/16/2013	1.5%	34.781	1.608	1.447	1.286						
	06/16/2014	1.5%	35.303	1.608	1.447	1.286						
	12/16/2014	1.5%	35.832	1.608	1.447	1.286						
	06/16/2015	1.5%	36.370	1.608	1.447	1.286						
	12/16/2015	1.5%	36.915	1.608	1.447	1.286						
Machinist (Occ: 7583) Air Brake (Occ: 7585) HMCCS	12/16/2010	2%	31.809	1.608	1.447	1.286						
	06/16/2011	1.5%	32.286	1.608	1.447	1.286						
	12/16/2011	1.5%	32.770	1.608	1.447	1.286					1	1/1/1983
	06/16/2012	1.5%	33.262	1.608	1.447	1.286					1	1/15/1998
	12/16/2012	1.5%	33.761	1.608	1.447	1.286						
	06/16/2013	1.5%	34.267	1.608	1.447	1.286						
	12/16/2013	1.5%	34.781	1.608	1.447	1.286						
	06/16/2014	1.5%	35.303	1.608	1.447	1.286						
	12/16/2014	1.5%	35.832	1.608	1.447	1.286						
	06/16/2015	1.5%	36.370	1.608	1.447	1.286						
	12/16/2015	1.5%	36.915	1.608	1.447	1.286						
Welder/Spray (Occ: 7581)	12/16/2010	2%	32.082	1.608	1.447	1.286						
	06/16/2011	1.5%	32.563	1.608	1.447	1.286						
	12/16/2011	1.5%	33.052	1.608	1.447	1.286						
	06/16/2012	1.5%	33.548	1.608	1.447	1.286						
	12/16/2012	1.5%	34.051	1.608	1.447	1.286						
	06/16/2013	1.5%	34.561	1.608	1.447	1.286						
	12/16/2013	1.5%	35.080	1.608	1.447	1.286						
	06/16/2014	1.5%	35.606	1.608	1.447	1.286						
	12/16/2014	1.5%	36.140	1.608	1.447	1.286						
	06/16/2015	1.5%	36.682	1.608	1.447	1.286						
	12/16/2015	1.5%	37.233	1.608	1.447	1.286						

## International Association of Machinists

## Machinists (Mechanics)

## Maintenance of Equipment Department

Title	Effective Date	% Inc.	Rate	Progression For Night Differential*							Notes	
				100%	90%	80%					No.	Eff.
Certified Machinist Welder (Occ: 7587)	12/16/2010	2%	33.385	1.688	1.519	1.350						
	06/16/2011	1.5%	33.885	1.688	1.519	1.350						
	12/16/2011	1.5%	34.394	1.688	1.519	1.350						
	06/16/2012	1.5%	34.910	1.688	1.519	1.350						
	12/16/2012	1.5%	35.433	1.688	1.519	1.350						
	06/16/2013	1.5%	35.965	1.688	1.519	1.350						
	12/16/2013	1.5%	36.504	1.688	1.519	1.350						
	06/16/2014	1.5%	37.052	1.688	1.519	1.350						
	12/16/2014	1.5%	37.608	1.688	1.519	1.350						
	06/16/2015	1.5%	38.172	1.688	1.519	1.350						
	12/16/2015	1.5%	38.744	1.688	1.519	1.350						

6/16/2014 rates commenced 11/5/2014. Backpay period 12/16/2010 through 11/4/2014.

## Notes:

1 - Granted a differential of \$.13 per hour.

New Hire Wage Progression Mechanic Employees Hired Prior to 9/25/2014:			
1st	240 Days of Compensated Service		80%
2nd	240 Days of Compensated Service		90%
After	480 Days of Compensated Service		100%
(Only Applicable to New Hire Mechanics)			

New Hire Wage Progression Mechanic Employees Hired On or After 9/25/2014:			
1st	240	Days of Compensated Service	80%
2nd	240	Days of Compensated Service	80%
3rd	240	Days of Compensated Service	90%
4th	240	Days of Compensated Service	90%
After	960	Days of Compensated Service	100%
(Only Applicable to New Hire Mechanics)			

Prior company service does not count toward wage progression.

\*The night differential rates in effect January 2009 remain the same