



AGREEMENT

Entered into by and between

THE LONG ISLAND RAIL ROAD COMPANY

and

**SIGNALS AND COMMUNICATIONS DEPARTMENT
EMPLOYEES OF THE LONG ISLAND RAIL ROAD COMPANY**

Represented by

BROTHERHOOD OF RAILROAD SIGNALMEN AFL-CIO-CLC

**RULES UPDATED THROUGH
December 31, 2018**

including

**AGREEMENTS OF
July 30, 2014 & May 2, 2017**

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Rates of Pay Effective

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

These Rules, subject to the exceptions hereinafter set forth, shall constitute an Agreement by and between The Long Island Rail Road Company and Communications and Signals Department Employees of The Long Island Rail Road Company of the classifications herein set forth engaged in the installation and maintenance of all signals, interlocking, communication and telephone lines and equipment including radios, and telephone office equipment, wayside or office equipment of communicating systems, highway crossing protection, including the repair and adjustment of communication, telephone and signal relays and the wiring of radio, telephone and signal instrument cases, car retarder systems, electric strip type switch heaters and all other work in connection with installation and maintenance thereof that has been generally recognized as communications or signal work--represented by the Brotherhood of Railroad Signalmen and shall govern the hours of service, working conditions and rates of pay of the respective positions and employees of The Long Island Rail Road Company specified herein, namely Foremen, Assistant Foremen, Communication and Signal Technicians, Signal and Communication Maintainers, Signal Inspectors, Signalmen, Assistant Signalmen, and Helpers.

Communication and Signal employees will continue to:

(a) Install and maintain power lines from the secondary side at the point and delivery for C&S purposes.

(b) Paint communication and signal equipment installed and maintained by the Communications and Signals Department Employees of the type and character painted by such employees.

(c) Install and maintain conduits excepting conduits which form an integral part of a structure.

The Carrier agrees to re-establish Foremen positions at the following locations: Richmond Hill, Babylon State Storeroom (Trailers) and Jamaica Communication Maintenance.

The Foreman will be primarily responsible for directing the work of BRS forces. It is agreed by the Organization that Assistant Supervisors may direct BRS forces on occasion as the need arises; for example, in emergencies, or the unavailability of Foremen to make assignments.

EXCEPTION

This Agreement shall not be construed as granting to employees coming within its Scope the exclusive right to perform the work of installing or maintaining other than Carrier-owned facilities or equipment located on the property of The Long Island Rail Road Company.

DEFINITIONS

Where the term "duly accredited representative" appears in this Agreement, it shall be understood to mean the regularly constituted committee (or any member or members thereof) of the Organization recognized or designated as the representative, for the purposes set forth in the Railway Labor Act, as amended, 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 or agreements.

SECTION I

Working Conditions

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RULE 1
Forty Hour Week

(a) The Carrier will establish for employees subject to the exceptions contained in this Agreement, a workweek of forty (40) hours, consisting of five (5) days of eight (8) hours each (except as outlined in Rule 7), with two (2) consecutive days off in each seven (7). The workweek will be staggered in accordance with the Carrier's operational requirements. So far as practicable the days off shall be Saturday and Sunday. The foregoing workweek is subject to the following provisions of this Rule.

(b) On positions the duties of which can reasonably be met in five (5) days, the days off will be Saturday and Sunday.

(c) 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.

(d) On positions which are 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.

(e) 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) days 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.

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.

(f) 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 (b) hereof and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend to the contrary, and if the parties fail to agree thereon, then if the Carrier nevertheless puts such assignments into effect, the dispute as to whether the operational problems can be met under the provisions of paragraph (b) hereof may be processed as a grievance or claim under the applicable provisions of this Agreement.

(g) The typical workweek will 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 (e) hereof, the following procedure shall be used:

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

(2) Possible use of rest days other than Saturday and Sunday, by Agreement between the Carrier and the General Chairman.

(3) Possible accumulation of rest time and granting of longer consecutive rest periods, by Agreement between the Carrier and the General Chairman.

(4) If consecutive rest days cannot be established in accordance with the foregoing, then some of the relief employees may be given non-consecutive rest days.

(5) 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.

(6) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Carrier may nevertheless put the assignments into effect, the dispute may be progressed as a grievance or claim under the rules of this Agreement, 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.

(7) To the extent furloughed employees may be utilized under the rules of this Agreement, their days off need not be consecutive; however, if they take the assignment of a regular employee, they will have as days off the regular days off of that assignment.

(h) Where work is required by the Carrier to be performed on a day which is not a part of any assignment, it may be performed by an available unassigned employee who will otherwise not have forty (40) hours of work that week; in all other cases by the regular employee.

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

NOTE: The expressions "positions" and "work" used herein refer to service, duties or operations necessary to be performed the specified number of days per week, and not to the workweek of individual employees.

RULE 2
Hours Of Service

(a) Where one (1) shift is worked, eight (8) consecutive hours of service, including the meal period, shall constitute a workday.

(b) The tour of duty of regular assignments shall not begin or end between 12:01 A.M. and 6:00 A.M.

RULE 3
Regularly Established Working Hours Or Days-Reduction Of

(a) The regularly established daily working hours shall not be reduced below eight (8) per day, nor shall the regularly established number of working days be reduced below five (5) per week, to avoid making force reduction unless agreed to by the Carrier and the General Chairman.

(b) The observance of holidays specified in Rule 46 shall not be regarded as reducing the number of regularly established working hours or days.

RULE 4
Starting Time

The starting time of the work period of employees where one (1) shift is worked, and the first shift where two (2) or more shifts are worked, shall be established between 6:00 A.M. and 8:00 A.M.

RULE 5
Headquarters At Which Tour Of Duty Begins And Ends

(a) An employee's tour of duty shall begin and end at the same designated headquarters. For employees assigned to terminal territory two (2) or more "designated headquarters" may be established by Agreement between the Carrier and General Chairman. In such terminal territory the tour of duty of an employee shall begin and end at the headquarters where the employee is required to report.

(b) The provisions of paragraph (a) of this Rule shall not apply to employees assigned to service which does not permit their return to their headquarters daily. For such employees, the provisions of paragraph (b) of Rule 67 shall apply.

(c) The headquarters referred to in paragraphs (a) and (b) hereof shall be in accordance with, and meet the requirements of, paragraph (d) of this Rule and may be situated at Jamaica, Hicksville (Garden City in lieu of Hicksville effective 11/1/01 - See 12/5/00 letter agreement attached as Appendix N) and/or Babylon. The parties agree to add Morris Park as an additional communications headquarters.

(d) Headquarters shall be provided for all employees and shall be kept in good and sanitary condition. They shall be properly heated and lighted and sufficient air space provided. Drinking water and water suitable for domestic use shall be furnished. They shall be adequately furnished with chairs, desks and lockers, and toilets shall be accessible.

(e) Effective December 24, 1997: Carrier may establish headquarters at any of the current 18 signal maintenance locations for construction forces in either the Signal or Communication Departments or both simultaneously. The 18 locations are as follows:

Harold	Huntington
WSSY	Valley
Bayside	Queens
Richmond Hill	Babylon
Brook	Port
Jay	Ronkonkoma
Hall	Deer Park
Divide	Southampton
Nassau	Riverhead

(1) The newly established locations encompass a major project of at least two (2) weeks duration.

(2) The positions worked from the new headquarters locations be posted and present bidding practices followed.

Training Assignments

(f) Employees who are assigned to training at a location other than his/her headquarters shall report to that location on the days of training as if the training location were their normal headquarters. No travel time shall be scheduled or paid. This rule shall apply to the following types of training:

- a) confined space
- b) defensive driving
- c) asbestos refresher
- d) right to know

Other training assignments shall not be affected by this rule without mutual Agreement of the Carrier and the General Chairman. Refer to Letter Agreement dated May 24, 2005 (Appendix Q) regarding Headquarters' Locations at Long Island City, Speonk, and Grand Central Terminal.

RULE 6 Changing Shifts

(a) Except as provided in paragraph (b) of this Rule, employees changed from one (1) shift to another shall be paid overtime rates for the first shift of each change. Employees working two (2) shifts or more on a new shift shall be considered transferred. This will not apply when shifts are temporarily exchanged at the request of the employees involved.

(b) Relief assignments consisting of different shifts will be kept to a minimum consistent with creating regular relief jobs and avoiding unnecessary travel for relief employees. Shift changes included in such regular relief assignments shall not be subject to penalty payments provided by the preceding paragraph of this Rule.

Refer to Letter Agreement dated May 24, 2005 (Appendix Q) regarding Headquarters Locations at Long Island City, Speonk, and Grand Central Terminal.

RULE 7 Lap Shifts

Lap shifts may be established by Agreement between the Carrier and the General Chairman. When such shifts are established, the assigned tour of duty shall consist of eight (8) consecutive hours including an allowance of thirty (30) minutes for meal.

Effective May 24, 2000, the Carrier at its sole discretion may establish one (1) or two (2) lap shift gangs. The Carrier may schedule the two (2) lap shifts starting between 7:00 p.m. and 10:00 p.m. as follows:

A ten (10)-hour day, four (4)-days a week, with Thursday/Friday/Saturday for one (1) gang and Sunday / Monday / Tuesday off for the other gang.

Further, the Carrier may, in lieu of the two (2) ten (10)-hour lap shifts, establish one (1) eight (8)-hour lap shift with Saturday/Sunday relief days. The same rules shall apply to the one (1) eight (8)-hour gang as the ten (10)-hour gang.

The Carrier may, at its sole discretion, change from the ten (10)-hour schedule to the eight (8)-hour schedule. The maximum number of employees assigned to each lap shift gang shall be eight (8), one (1) of which will be a Foreman. Such lap shift employees shall not be used to do routine maintenance or construction work. All testing may be performed by the test gang except that the "27" test will only be done in emergency situations. In emergency situations, a test gang may be used for other than testing work. Headquarters may be established at any current BRS represented employee headquarters.

RULE 8 Meal Period

(a) A paid meal period of thirty (30) minutes shall be between the end of the third and the end of the sixth hour after starting work.

(b) Employees shall not be required to work more than ten (10) hours without a second meal period, except in cases of emergency. The time of such second meal period and subsequent meal periods shall be not less than thirty (30) minutes and such time shall be paid for by the Company. Such meal periods shall not terminate the continuous work period. The meal periods subsequent to the second meal period shall be at intervals of four (4) hours.

(c) Employees shall be reimbursed for the meals referred to in paragraph (b) if the meals are not furnished by the Company. A fixed meal allowance of \$8.00 shall be paid to all employees in the Signalmen's Craft for the first meal allowance. Any subsequent meal allowance(s) shall be paid at \$5.00. (See Rule 67.)

(d) Meal expenses shall be reimbursed through the MANIS System.

RULE 8A
Direct Deposit

Effective May 24, 2000, 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 9
Seniority District

The Long Island Rail Road shall constitute a single seniority district.

RULE 10
Seniority, Date Of-Foreman

(a) Employees who possess seniority in the Foreman class shall retain and accumulate such seniority in both groups (1) and (2) listed in Rule 12.

(b) The seniority in the Foreman class of employees who do not possess seniority in such class but who are subsequently assigned to a position in group (1) and (2), listed in Rule 12, shall date in the group they enter from the day on which they are assigned to such position. Employees acquiring seniority in group (1) under the provisions of this paragraph without having previously acquired seniority in group (2) shall also acquire seniority in group (2) with the same date as in group (1).

RULE 11
Seniority, Date Of-Other Than Foreman

(a) The seniority of employees covered in Rule 12 shall begin at the time they acquire an advertised position in that class and they shall also acquire and accumulate seniority in all lower classes.

(b) Temporary service in a higher class shall not establish seniority in that class, except when the temporary service is performed as the result of bulletin and award of a temporary position or vacancy.

(c) Employees shall be appointed to positions in the Foreman class only from groups covered by Rule 12(a)(2) and (3), and they shall retain and continue to accumulate seniority in the classes in which they held seniority prior to the appointment.

(d) Newly employed Helpers and Assistant Signalmen shall be placed on a probationary period for one (1) year during which period the Assistant Chief Engineer-Signal, Communications and Power will determine whether they should be continued in service or relieved. The probationary period will be extended day-for-day for any regularly scheduled tour of duty in which the employee does not actually work during the probationary period. If an employee is relieved under these conditions during the probationary period, the provisions of Rule 47 will not apply.

RULE 12
Seniority Class

(a) The following groups of employees shall constitute a separate seniority class:

- (1) Foremen
- (2) Assistant Foremen
(Groups (1) and (2) will sometimes hereinafter be referred to as the "Foreman Class.")
- (3) Technicians, Inspectors, Maintainers and Signalmen
- (4) Assistant Signalmen
- (5) Helpers
- (6) Signal Specialists
- (7) Signal Specialist Foremen

(b) An employee, covered herein, who voluntarily reduces himself to a position in a lower class, will continue to retain seniority in the class from which he/she reduced himself, but will not accumulate seniority in that class or a higher class while working in a lower class.

(c)(1) Effective January 31, 1983, the Helpers' Class will be closed to all future employees. However, effective December 24, 1997, future employees will be hired in accordance with Appendix L.

(2) Employees currently holding seniority in the Helpers' Class will maintain and accumulate seniority in that class until such time as each employee so affected relinquishes all seniority under the provisions of the controlling Agreement.

(3) Newly hired Assistant Signalmen will be granted a Helper's seniority date for vacation picks only. That date will not serve to establish seniority in the class of Helper in any manner whatsoever.

RULE 13

Seniority Rosters

(a) A seniority roster of employees compiled by classes shall be revised as of January 1st of each year and posted as soon as practicable thereafter at headquarters of the employees. Copies of said roster shall be furnished to the General Chairman.

(b) The names and seniority standing of all employees holding seniority rights under this Agreement, including promoted employees occupying positions below the rank of staff officer to the Chief Engineer, shall appear on the seniority roster, subject to the provisions of Rule 18(c).

RULE 14

Appeals From Seniority Date

(a) An employee shall have sixty (60) days from the date his/her name first appears on the seniority roster to protest in writing, to the Assistant Chief Engineer-Signal, Communications and Power against the correctness of his/her seniority roster date or relative standing thereon, except that when an employee is absent from his/her assignment on account of sickness, temporary disability, suspension, leave of absence or furlough at the time the seniority roster is posted, this time limit shall apply from the date the employee returns to duty. If no written protest is made within the sixty (60)-day period, no protest shall be entertained, unless the employee's seniority roster date or his/her relative standing is changed from that first shown, in which event he/she shall be permitted to make a protest within sixty (60) days from the date of the change.

(b) An employee likewise shall have sixty (60) days from the date of the posting of a roster to protest the omission or removal of his/her name from such roster. If no such protest is filed within such sixty (60)-day period following the posting of the first roster from which his/her name is omitted or removed, the omission or removal shall be deemed to be correct and shall not be subject to further protest. When an employee is absent from his/her assignment on account of sickness, temporary disability, suspension, leave of absence or furlough at the time such roster is posted, the sixty (60)-day period shall run from the date the sickness, temporary disability, suspension, leave of absence or furlough ends.

(c) Each seniority roster shall state the time limit of appeal. Necessary corrections in the seniority roster shall be made on the next issue. Protest of an employee's seniority date or relative standing on prior seniority rosters shall not be entertained.

RULE 15

Exercise Of Seniority Without Additional Expense To The Carrier, Displacements

(a) An employee exercising seniority under the provisions of this Agreement shall do so without additional expense to the Carrier.

(b) Employees displaced from their positions through the exercise of seniority by senior or disabled employees will, effective January 31, 1983, exercise their seniority within sixteen (16) hours from the end of that tour of duty.

(c) Employees will be protected from a loss of wages as a result of such displacements provided they exercise their seniority within the sixteen (16)-hour period set out above and are available for assignment during that period.

(d) In the event an employee fails to exercise seniority within sixteen (16) hours from the end of that tour of duty, the protection of wages established above will not apply and that employee will then be mandated to exercise seniority within five (5) days of his/her displacement.

RULE 16
Exercise Of Seniority,
Changes In Assignment Which Permit

- (a) When any of the following changes occur in a regular position, the position shall be re-advertised:
- (1) A change in assigned working days.
 - (2) A change in assigned starting time.
 - (3) A material change in location of headquarters.
 - (4) A material extension of territory.
 - (5) A material change in the character of a plant or section.
 - (6) A change in rate of pay except a change resulting from the application of a general wage increase or decrease.
- (b) Changes in starting time caused by the adoption of Daylight Saving Time shall not be considered cause for advertisement of the position.
- (c) The provisions of this Rule shall not apply to positions occupied by Assistant Signalmen during their eight (8) basic training periods of 130 eight (8)-hour days each, overtime excluded.

RULE 17
Exercise Of Seniority,
Employee Relieved From A Position In The Foreman Class

An employee, if relieved for any reason from a position in the Foreman Class, may after exhausting his/her seniority in the Foreman Class, exercise such seniority rights as he/she may possess in accordance with the provisions of Rule 60.

RULE 18
Promoted Employees Retaining Seniority

- (a) An employee accepting or who has accepted promotion to a supervisory, official or special duty position shall retain and continue to accumulate seniority, subject to the provisions as outlined in paragraph (c) of this Rule. If the employee returns to the service covered by this Agreement, he/she may exercise his/her seniority in accordance with the provisions of Rule 60.
- (b) An employee transferred or promoted by direction of the proper officer to a position described in paragraph (a) hereof, and failing to qualify within thirty (30) days may return to the position from which taken or exercise seniority to any position bulletined during his/her absence. If during the employee's absence the position from which he/she was taken has been abolished or permanently filled by a senior employee, he/she may exercise seniority in accordance with the provisions of Rule 60.
- (c) An employee who is promoted to a fully exempt position shall, as a prerequisite to retaining seniority on the roster from which promoted, be required to retain full membership in good standing for a probationary period of one (1) year, (subject to Union Shop regulation), following which the employee may exercise his/her personal option to either discontinue his/her Union membership and consequently his/her seniority, or to retain his/her full Union membership and seniority.

RULE 19
Advertisement Of Positions

- (a) Permanent positions and permanent vacancies may be advertised within a period of thirty (30) days prior to or shall be advertised within ten (10) days following the dates on which positions are created or vacancies occur.
- (b) Advertisements shall be posted for a period of ten (10) days at the headquarters of all employees entitled to consideration. A copy of the advertisement shall be forwarded to the General Chairman. A facsimile is as follows:

THE LONG ISLAND RAIL ROAD
Signals and Communications Department
Bulletin-Advertising Positions

Jamaica, N.Y., (Date)

BULLETIN NO.

To Employees Concerned:

The following positions are hereby advertised for bids in accordance with the Signals and Communications Department Employees' Agreement. Applications should be sent to the undersigned where they will be received up to 12 o'clock Noon,

_____:

Position No.
Headquarters
Rate of pay
Tour of duty
Assigned territory
Beginning of workweek
Assigned rest days
Permanent

Posted:

(c) The Carrier will have the right to blank all positions left vacant as a result of vacations and any vacancy of thirty (30) working days or less. All work of the vacant positions will be absorbed and performed by the employees who remain, in addition to their regular assigned duties within the time limits of their regular eight (8)-hour tour of duty.

(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.

RULE 20

Advertisement: Temporary Vacancies Of Thirty Days Or More Duration

Temporary positions and vacancies, when it is known they will be of more than thirty (30) days duration, unless a longer period is agreed upon, shall be advertised as though they were permanent positions or vacancies and shall be filled in accordance with Rule 19 and Rule 21.

Temporary positions or vacancies of thirty (30) days or less duration need not be advertised.

RULE 21

Awards

An advertised position shall be awarded within twenty (20) days following the posting of the advertisement to the senior qualified bidder. Assignment to the position shall be made within ten (10) days following the date the position is awarded. Notice of the award shall be posted at all headquarters and a copy furnished the General Chairman.

RULE 22

**Application For Maintainer's Position:
Demonstrate Knowledge Of Physical Characteristics**

An employee who bids for or desires to exercise seniority to obtain a Maintainer's position and who is required to demonstrate his/her knowledge of the physical characteristics of the equipment or apparatus maintained in such position will be compensated at the minimum Mechanic's rate for a reasonable amount of time in which to

learn such physical characteristics. The length of time to be paid for under this paragraph shall not exceed seven (7) days. An employee who fails to demonstrate the required knowledge of such physical characteristics shall not be paid more than eight (8) hours of compensation at the minimum Mechanic's rate for each day for such posting, under the provisions of this paragraph, unless the employee's failure is due to the fact that during the time allowed to learn such characteristics the position was abolished or he/she was displaced therefrom.

RULE 23
Application For Former Position

An application from an employee for a position he/she has just vacated shall not be considered until the first position is again vacated unless for any reason such employee has been displaced from the position he/she has been awarded by bid, or unless no bids are received for the position which the employee has just vacated. In either of these events, the employee's application for the position he/she has just vacated shall be considered.

RULE 24
Returning From Sickness, Leave Of Absence, Etc.

An employee absent on account of sickness, temporary disability, suspension, leave of absence, or other causes, may revert to his/her regular position or may, within ten (10) days after return to duty, exercise seniority to any position bulletined during such absence, or make application for consideration to a position in a higher class which has been assigned to a junior employee. Where application is approved, the assignment shall be made in accordance with the provisions of Rule 21. If, during the employee's absence, his/her regular position has been abolished or permanently filled by a senior employee, he/she may exercise seniority.

RULE 25
Qualifications For Position-Foreman

Employees covered by this Agreement who possess the necessary qualifications to plan, direct, lead, regulate and coordinate the work of other employees will be given consideration for promotion to positions in the Foreman Class. When two (2) or more employees do possess the necessary qualifications (referred to in the preceding sentence of this paragraph) the senior employee in the successive lower classes--specified in paragraph (c) of Rule 11--shall be selected for promotion in the Foreman Class.

Assistant Foremen being considered for promotion will be assigned to a thirty (30)-working day posting period as Foremen, during which time the Carrier will assess their ability to perform the duties of a Foreman. Prior to the end of the posting period, the Carrier will notify employees in writing of their acceptability or unacceptability to be promoted. Employees who are rated acceptable will be promoted. Employees who are rated unacceptable will be entitled to exercise seniority under Rule 17, and may file a grievance pursuant to Rule 50.

RULE 26
Qualifications For Positions

(a) Assignments to positions in the Signals and Communications Department shall be based on ability, fitness, and seniority; ability and fitness being equal, seniority shall govern.

(b) An employee will be required to qualify for the position advertised to perform the following types of work:
Foreman

An employee whose primary duties are to supervise a gang or group of employees specified in the Scope Rule.

Assistant Foreman

An employee whose primary duties are to assist in the performance of Foreman duties.

Signal Technician

(1) An employee qualified to read and understand signal blueprints, install and make operational tests of live signal wire work and possesses the special qualifications of a locking man, valve man, or relay man.

(2) The Technician will demonstrate his/her knowledge and ability to repair any one or all of the following: relays, locking beds, switch valves, or electronic equipment.

Communications Technician

An employee qualified to read and understand communications plans, install and repair communications equipment and who possesses the special qualifications required to repair any one or all of the following: PA systems, radios, electronic equipment, backhaul and long-haul/optical Carrier grade electronics, voice, video and data equipment or operate test board equipment and perform work generally recognized as communications work under the scope of this Agreement.

Signal Inspector

An employee qualified to read and understand signal blueprints, install and make operational tests of live signal wire work and whose principal activity shall be the testing of signal appliances, apparatus, circuits and appurtenances, but who may also perform other Signal Department work.

Signal and/or Communications Maintainer

An employee qualified and assigned to perform the work generally recognized as signal and/or communications work under the scope of this Agreement.

Signalman-Communications or Signals

An employee qualified to perform work generally recognized as accruing to Communications or Signals Department employees under the Scope of this Agreement.

Assistant Signalman

An employee in training for the positions detailed above, working with and under the direction of the employees classified herein.

Helper

Excavate along right of way for installation of signal and communication cables, air lines and foundations for signal and communications equipment. Trim trees, cut brush and paint various signal and communications equipment and drive Carrier vehicles. Helpers may drive Carrier vehicles to pick up and drop off material, position vehicles, pick up and deliver vehicles for service and other such driving but not for the purpose of dropping off or picking up Gangs. Not more than two (2) Helpers may be assigned to this type of driving per vehicle. Maintain poles, provide protection for gangs in accordance with LIRR rules and Roadway Worker Safety rules and all other duties normally considered as signal and communications work.

(c) The Carrier and the Organization will establish a committee to define all BRS positions listed above and all other existing positions not defined in this Agreement.

RULE 27

No Bids From Qualified Employees

When no bids are received from employees actively engaged in the class for a position under advertisement, such position shall be filled through the following procedure:

- (a) By recalling an employee reduced or furloughed from the class.
- (b) In the case of a position of Signalman or Signal Maintainer, by assigning the senior qualified employee in the assistant class who has completed his/her eight (8) basic training periods but holds no seniority in the Signal or Signal Maintainer class.
- (c) To the qualified applicant having the greatest seniority in each successive lower class.
- (d) By assigning the junior employee working in a lower class who holds seniority in the class and is sufficiently qualified.

RULE 28

Positions Or Vacancies Of Thirty Days Or Less Duration And Advertised Positions And Vacancies Prior To Assignment - How Filled

(a) When positions or vacancies of thirty (30) days or less duration, and advertised positions and vacancies prior to their assignment, are filled, they may be filled by available employees reduced or furloughed who have signified their desire to be so used. If such positions or vacancies in the Mechanic class cannot be filled in the manner provided in the preceding sentence, they may be filled by Assistant Signalmen who have completed their eight (8) basic training periods of 130 eight (8)-hour days of service each, overtime excluded, or by other qualified employees who have signified their desire to be so used, in seniority order.

(b) Upon completion of a temporary assignment, the employee shall revert to his/her former position, or return to the furloughed list. If, during the employee's absence, his/her former position has been abolished or permanently filled by a senior employee, he/she may exercise seniority.

RULE 29
Assistant Signalman - Promotion From Helper

(a) The number of Assistant Signalmen shall be consistent with the requirements of the service and the apparatus to be installed and maintained. Employees assigned to the positions of Assistant Signalmen shall be promoted from Signal Helpers, when available; ability to learn the work being sufficient and having passed Phase 1 testing, seniority will govern. When a Helper successfully qualifies and is promoted to Assistant Signalman he/she shall not have their hourly rate reduced. If the Helper's current hourly rate is higher than the entry rate for Assistant Signalman, then the Helper's hourly rate shall continue to apply for the next 365 calendar days at which time the next step in the Assistant Signalman's salary progression shall take affect. The period of training for an Assistant Signalman to qualify as Mechanic shall be eight (8) basic training periods of 130 eight (8)-hour days of service each, overtime excluded, except that:

(1) An Assistant Signalman failing to show sufficient aptitude to learn or refusing to accept training will be returned to the position of a Signal Helper, retaining his/her seniority rights only as a Helper.

(2) An Assistant Signalman may be promoted to a position of Mechanic before the expiration of the eight (8) basic training periods of 130 days each, referred to above, if such a position is available and if, in the opinion of Management, he/she is qualified therefor. An Assistant Signalman so promoted who fails to meet the requirements of the position shall be returned to the Assistant Signalman class to complete his/her basic training.

(b) It is the intent of this Rule that employees will receive their training on this Railroad and will be promoted to Mechanic rather than employing new employees for such positions.

RULE 30
Promotion At Expiration Of Training Period

(a) An Assistant Signalman at the expiration of his/her eight (8) basic training periods of 130 eight (8)-hour days of service each, overtime excluded, shall be promoted in the order of his/her completion of training to a position of Mechanic, provided there is an advertised position which cannot be filled by a previously qualified Mechanic in accordance with the provisions of this Agreement.

(b) If after the expiration of his/her basic training, as referred to above, there is no position as Mechanic, then in such case the employee may, subject to being displaced, continue as Assistant Signalman at the highest Assistant Signalman's rate of pay until a Mechanic position is available.

(c) An Assistant Signalman who fails to qualify for promotion to the Mechanic class after completion of his/her eight (8) basic training periods of 130 eight (8)-hour days each, overtime excluded, shall forfeit all seniority rights in the Assistant Signalman class.

RULE 31
Declining Promotion To Positions In A Higher Class

An employee declining promotion to a position in a higher class in which he/she holds no seniority shall not for that reason forfeit any seniority, except that an Assistant Signalman who refuses promotion after a four (4)-year period of training, shall forfeit his/her seniority rights in the Assistant Signalman class, and shall be demoted to a Helper. The employee may exercise his/her seniority only to displace the junior Helper in his/her seniority district, and may thereafter bid only on advertised positions in the Helper class.

RULE 32
Disabled Employee - Placement Of And Restrictions From Bidding

(a) By written Agreement between the General Chairman and the Carrier a permanently disabled employee holding seniority rights in the Communications and Signals Department may be assigned to any position covered by this Agreement, provided he/she is capable of performing the service. An employee removed to permit such placement shall exercise seniority, within five (5) days from the date removed, in accordance with Rules 15 and 60.

(b) A permanently disabled employee placed in accordance with paragraph (a) above shall be compensated at the rate of the position to which assigned and may not exercise seniority to advertised positions or vacancies.

RULE 33
Disabled Employee-Displacement Of

A position, while occupied by such permanently disabled employee, shall not be subject to the seniority or advertising provisions of this Agreement, except that a permanently disabled employee placed in such position may be displaced by a senior qualified permanently disabled employee who has been assigned to a position under paragraph (a), Rule 32.

RULE 34
**Temporarily Disabled Employee - Placement Of,
Restriction From Bidding, Displacement Of**

The provisions of Rules 32 and 33 shall also be applicable to employees who by reason of temporary disability are unable to perform their regular duties and shall continue as such employees only so long as such disabling inability continues. By Agreement between the General Chairman and the Carrier the disabling condition may be found to be ended, or at the request of either of them, if they do not agree, the provisions of Rule 57 shall be invoked to determine whether the employee's temporary disability has terminated.

RULE 35
Motor Cars And/Or Hi-Rail Vehicles

(a) Employees required to operate motor cars and hi-rail vehicles will be given dependable and adequate protection in accordance with the operating rules. Motor cars will be equipped with dependable head and taillights, cushions and with windshields suitable to the needs and protections of the employees.

(b) Where motor cars are ordinarily operated by one (1) individual, Management will endeavor in future purchase of motor cars for use of such individual to secure cars of the type rated as a one (1)-man car. Adequate set-offs and runways shall be installed and maintained at motor car houses and other points suitable to the needs and convenience of the employees.

RULE 36
Operation Of Company Supplied Vehicles Requiring Special Licenses By Law

(a) Operators of company supplied vehicles in the Signals and Communications Department will be qualified as Signalmen.

(b) If, due to vacation, illness, or other absence, no Signalman is available in the gang to which a vehicle is assigned, the senior employee having qualifications as a Signalman, and holding the proper vehicle operator's license, will be assigned the work.

(c) If no member of the gang is qualified as a Signalman, such work will be performed by the senior Helper having the necessary motor vehicle operator's license.

(d) Whenever a Signalman is required to obtain a CDL (Commercial Driver's License) a vehicle will be supplied by the company for purposes of the road test and time will be afforded for taking the road test. In addition, such employee, and any other employee represented by the BRS who is already in possession of a CDL license due to the Carrier's requirement to possess one, shall be reimbursed for the additional cost of the CDL license, over and above the cost of a regular driver's license.

RULE 37
**Operation And Utilization Of Trucks In The Signals And Communications Department
Not Requiring Special Licenses**

(a) It is mutually recognized that improved signal and communication technology will require greater utilization of trucks by Signals and Communications Department employees in the performance of their primary duties and many trucks utilized by signals and communications forces do not require special licenses. Therefore, it is the desire of the parties that as new and/or additional trucks of this nature are acquired for use within the Signals and Communications Department, in conjunction with signals and communications work, the utilization of such trucks may be effected without dispute.

(b) In order to ensure the condition stipulated in paragraph (a) above, the following will be binding upon the parties covered herein:

(1) On each shift, in each of the subdivisions, and in construction gangs, where utility trucks are assigned, Carrier will advertise sufficient Signalman positions to provide one (1) assigned Signalman (truckyard) and two (2) alternate Signalmen (truckyard) for each truck so assigned. Carrier shall not be required to establish additional positions to meet the requirements of this Rule.

(2) Certain Signalmen positions, as provided in Section 1 hereof, will be accomplished by abolishing and advertising those positions necessary to include the Signalman (truckyard). Positions in each gang will be awarded in accordance with seniority. Alternate positions in each gang will be awarded to the next senior bidders. Thereafter, whenever it becomes necessary to readvertise a successful bidder's position it will be referred to by its combined title, e.g., Signalman (truckyard).

(3) In the event no bids are received for the positions provided in Section 2 hereof, the Signalman most junior in seniority in each gang and/or sub-division with a New York State driver's license will be assigned. Alternates also will be assigned in reverse order of seniority.

(4) In the future, as additional trucks are assigned to the various sub-divisions and gangs, commensurate additional positions and two (2) alternate positions will be advertised in the same manner as provided in Section 2 hereof.

(5) In the event a Signalman is not available to operate his/her vehicle, alternates or available employees will be utilized. In the event there are no available Signalmen in a given gang or sub-division, the vehicle(s) will be driven by the employee(s) covering the absent Signalman (truckyard) position.

(6) Nothing contained herein is intended to abrogate present arrangements for the payment of auto mileage in instances where Signalmen are required to utilize their personal vehicles in company service.

(7) Signalman, as used herein, includes Signalman, Maintainer, Technician and all other classes of Mechanics represented by the Brotherhood of Railroad Signalmen.

RULE 38 **Tools, Protective Clothing, Safety Meetings**

(a) The Carrier will equip all Signalmen with the hand tools enumerated below, and will replace any of the tools listed when broken while performing service for the Carrier.

Signalmen's Tool List

- 1-Tool Bag
- 1-Ball Peen Hammer
- 1-Cold Chisel (7/8")
- 1-Track Punch (1/4")
- 1-Line Pliers (9")
- 1-Diagonal Pliers (6")
- 1-Needle Nose Pliers (6")
- 1-Crescent Wrench (12")
- 1-Crescent Wrench (8")
- 1-Screw Driver (9")
- 1-Screw Driver (7" thin shank)
- 1-Screw Driver (8" clip type)
- 1-Hack Saw (standard)
- 1-Ruler (6' fold type)
- 1-Female type plug
- 1-Pocket or Skinning Knife
- 1-Socket Wrench (9/16")
- 1-Fuse Pullers
- 1-Test Lamp
- 1-Wire Skinner
- 1-Superchamp Crimpers
- 1-Crimper for 14 and 16 sleeves

Each Signalman should be required to sign for his/her set of tools as follows:

"I, _____, acknowledge receipt of all tools shown on the above tool list, and agree to replace at my own expense any tools lost, stolen or misplaced."

(b) When special tools are required, the Carrier shall assume the cost of such tools.

(c) 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 shall be the responsibility of the employee.

Safety Shoes

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

(2) Any employee who reports for work without Carrier-approved ANSI safety shoes will be relieved from duty without pay; and the day will not be considered a compensated day for any purpose. Employees who report for work without Carrier-approved ANSI 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 (d)(1), provided written notice is provided to the Director-Labor Relations by June 1 of each year.

Safety Gear

(e)(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 without reporting to headquarters for emergency call out. The Carrier has explained to the Organization that the purpose of issuing two (2) sets of safety gear is to enable the employee to proceed expeditiously and directly to the emergency site, to evaluate the requirements of the emergency, to make repairs where possible and report back to the Control Desk as to any other requirements.

(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.

Safety Meetings

(f) The parties agree that the Signal and Communication Department Heads or their designee shall meet with BRS representatives once every two (2) months to discuss safety procedures and safety concerns.

RULE 39 Accident Reports

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

SECTION II

Overtime, Calls, Work On Rest Days And Holidays

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RULE 40
Overtime

(a) An employee shall be paid on the actual minute basis at the overtime rate for service performed outside of and continuous with his/her assigned tour of duty; compensation for service performed outside of and not continuous with his/her assigned tour of duty shall be paid for in accordance with Rule 44 except that employees who are notified during their regular working hours the day before to report out in advance of their regular starting time will be allowed the actual time for such advance reporting time with a minimum of one (1) hour at the rate of time and one-half.

(b) When an employee is required to work eight (8) or more hours previous to and continuous with his/her regular work period, he/she will continue on the rate in effect during his/her regular work period until the emergency which necessitated the overtime terminates. Employees relieved from emergency duty shall be given the option of continuing on their regular duties at the pro-rata rate of pay or going home for rest.

(c) Employees worked more than five (5) days in a workweek shall be paid at the overtime rates for work on the sixth and seventh days of their workweek except where such work is performed by an employee moving from one assignment to another, or where days off are being accumulated.

(d) Time worked in excess of sixteen (16) hours in any twenty-four-(24)-hour period, computed from the hour on any day designated as the starting time of the employee's regular shift on a working day, shall be paid for at the rate of double time.

(e) 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 forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

Employees released from emergency work previous to the starting time of the next work period shall receive double-time pay up to the starting time of the next work period unless released at least eight (8) hours in advance of the said starting time. (For intent, see PEB 223, page 25, section K2.)

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

Refer to Appendix T regarding the Seventh Day Double Time Rule interpretation.

(g) When it becomes necessary to assign an employee to an overtime assignment, such employee shall be selected based on the following considerations:

(1) Incumbent of the position for which the overtime is required.

(2) Senior qualified available employee working in the class of the overtime assignment as set out in Rule 12 at the section, subdivision, or gang. In the event no such employee is available to cover the overtime assignment, employees in an adjacent section, subdivision, or gang will then be considered on the same basis.

The above arrangements do not prohibit Carrier from covering vacancies when it deems such vacancies need be covered by doubling over the employees four (4) hours each on either side of the vacant position, but will apply only when Carrier chooses not to follow such an arrangement. This provision will not apply to emergency call-out conditions but only in instances where Carrier has had at least three (3) hours' advance knowledge of the situation creating the overtime condition.

(h) When it becomes necessary to assign an employee on a scheduled holiday, such employee shall be selected on the following basis:

(1) Incumbent of the position will be offered the overtime assignment.

(2) If the incumbent declines to work, the senior qualified available employee working in the class of the overtime assignment as set out in Rule 12 at the section, subdivision, or gang will be asked to work. In the event no such employee is available to cover the holiday assignment, the incumbent of the position shall be required to work the scheduled holiday coverage.

(i) In instances where Carrier has had sufficient advance notice of an overtime situation arising, it shall use the senior available qualified employee at the point where such overtime has arisen. This provision will not apply to emergency call-out conditions but only in instances where Carrier has had at least three (3) hours' advance knowledge of the situation creating the overtime condition.

All provisions of Rule 40 and 41 are mutually exclusive.

RULE 40A
Overtime for Employees Working Ten Hour Shift-Four Day Shift

Notwithstanding the provisions of Rule 40, the following will determine when an employee who is working a ten (10) hour day - four (4) day week will be paid overtime:

- (a) The ten (10) hours per day of his/her regular assignment shall be paid at straight-time rates.
- (b) Such employee who is required to work beyond his/her regular ten (10)-hour day shall be paid at time and one half for the first eight (8) hours and, if continued on duty beyond eight (8) hours, double time.
- (c) Such employee who is required to work on his/her relief days shall be paid as follows:

First Relief Day	Time and one half
Second Relief Day	Time and one half
Third Relief Day	Double time

RULE 41
Pre-Determined Overtime

When a portion of a particular gang must be worked on pre-determined overtime, those with greatest seniority will be given first opportunity on the following basis:

- (a) That such employees are able and qualified for the particular job.
 - (b) That such employees are members of the gang working on the project prior to the overtime date.
 - (c) That the scheduled overtime is a continuance of the project worked prior to the overtime date.
- (See Appendix E.)

RULE 42
Absorbing Overtime

Employees shall not be required to suspend work during regular working hours to absorb overtime.

RULE 43
Work During Meal Period

Where one (1) shift is worked, if an employee is required to work during the meal period, he/she shall be paid for the actual time worked at the time and one-half rate, and the employee shall thereafter be allowed twenty (20) minutes, without deduction in pay, in which to eat.

RULE 44
Calls

(a) Employees notified or called to perform service outside of and not continuous with the regularly assigned working hours shall report for duty with reasonable promptness and shall be paid a minimum of two (2) hours and forty (40) minutes at the rate of time and one-half. If held on duty longer than two (2) hours and forty (40) minutes, they shall be paid at the rate of time and one-half on the actual minute basis, except as otherwise provided in paragraph (d) of Rule 40.

(b) The time of employees so notified to report at a designated time to perform service outside of and not continuous with the regularly assigned working hours shall begin at the time required to report and end when released. The time of employees so called to perform such service immediately shall begin at the time called and end when they return to their headquarters.

(c) When an employee is called to duty under the provisions of the Call Rule such employee will be required to perform only that service for which called.

However, in the event an actual need arises for additional service, concurrent with the service for which initially called, the employee may be utilized to perform that service at no penalty and consistent with current Call Rule practices and payments.

In the event no additional service is required beyond that for which initially called, the employee shall be released from service upon completion of the assignment for which called; such employee will not be held on duty on a standby basis for the purpose of absorbing the unused minimum time allowance established in the rule.

RULE 45
Designated Relief Days-Work On

Payment for service performed by an employee on his/her assigned rest days shall be paid for at the overtime rate.

RULE 46
Holiday Payment

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

(b) Holiday provisions applicable to regularly assigned employees:

(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 proclamation shall be considered the holiday,) shall be at the rate of time and one-half for time actually worked. In addition, the employee shall be paid one (1)-day's pay at the pro-rata rate for the holiday.

Whenever December 25 and January 1 fall on a Sunday, an employee who is scheduled to work on 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, on other than Sunday, the following workday will be considered the holiday and he/she shall be compensated therefor at the pro-rata rate for such day. If the employee is required to work on this day, he/she shall additionally be paid at the time and one-half rate for time actually worked. An employee shall qualify for holiday pay provided in paragraphs (a) and (b) hereof if compensation paid by the Carrier is credited to the workdays immediately preceding and following such holiday.

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

(d) In lieu of a birthday holiday, employees will be granted one (1) additional vacation day, which will be added to the vacation period for which they are eligible. Vacation rules will apply to this additional vacation day. Effective January 1, 1983, newly hired employees will not be granted a vacation day in lieu of a birthday holiday during their first two (2) calendar years of employment.

SECTION III

Discipline, Claims Or Grievances,
Application For Employment, Examinations,
Attending Court Or Investigation,
Return To Duty

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RULE 47
Discipline

(a) Employees who have completed their probationary period of employment shall not be disciplined or dismissed without a fair and impartial trial unless such employees shall accept such dismissal or other discipline in writing and waive formal trial.

Such waiver must be made in the presence of a duly accredited representative of the Organization. The employees may be held out of service pending such investigation only if their retention in service could be detrimental to themselves, another person, or the Carrier.

When a major offense has been committed, an employee considered by the Railroad to be guilty thereof may be held out of service pending trial and decision. 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.

Disciplinary suspension, at the Carrier's discretion, may be converted to a fine equal to twenty-five percent (25%) of the employee's regular salary for each day of the suspension. The employee will be required to work and pay the fine. The employee's disciplinary record will only reflect the period of the suspension for the purposes of progressive discipline and will not reflect that a fine was paid in lieu of serving a suspension. Carrier will not be permitted to apply fines to work rule violations covered by the FRA or drug and alcohol violations under any authority.

(b) Employees shall be given written notice in advance of the trial, such notice to set forth the specific charge or charges against them. No charge shall be made that involves any offense of which the employee's 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 thirty (30) days of the final judgment. The trial shall be held at a place to be designated by the Carrier within ten (10) calendar days of the date when notified of the offenses or held from service (subject to one (1) postponement not to exceed an additional ten (10) calendar days). At such investigation, the employees may be assisted by their duly accredited representative. A decision will be rendered by the investigating officer within fifteen (15) calendar days after completion of investigation.

Employees may appeal discipline imposed upon them, provided written appeal is made to the Carrier's Chief Engineer within fifteen (15) calendar days from the date the accused employee received written notice of the discipline to be assessed. The Carrier's Chief Engineer will arrange to hear the appeal within fifteen (15) calendar days after receipt of the appeal request. A decision on the appeal shall be rendered within thirty (30) calendar days of the date of conference.

(c) Employees dissatisfied with the decision of the Chief Engineer shall have the right to appeal, either in person or through their duly accredited representative, to the highest designated officer, and a conference shall be granted, provided written request is made to such officer and copy furnished to the officer whose decision is appealed within thirty (30) calendar days of the date of receipt of the Chief Engineer's decision.

(d) Any appeal to the highest designated officer must be made by the employees or their duly accredited representative within thirty (30) calendar days of the date of such decision. A conference on the appeal shall be held between the Carrier's highest designated officer and the employees or their designated representative of the Organization within thirty (30) calendar days of the date of the appeal. A decision on the appeal shall be rendered within thirty (30) calendar days of the date of conference. Any appeal from the decision of the Carrier's highest designated officer must be initiated to a proper tribunal as established under the provisions of the Railway Labor Act within ninety (90) calendar days of the date of such decision.

(e) A copy of the trial transcript together with a copy of any documents placed in the record at the trial shall be promptly furnished to the employees and their representative. When notations are made against the records of employees, they will be furnished a copy.

(f) If the final decision decrees that the charges against the employees were not sustained, the record shall be cleared of the charge. If held out of service (suspended or dismissed) the employees shall be reinstated with all rights unimpaired and reimbursed for net wages lost.

(g) The time limits of this Rule shall not apply to requests for leniency.

(h) The time limits set forth in this Rule may be extended by mutual Agreement.

(i) Letters of warning and caution (but not letters of reprimand) will be removed from an employee's personal record after two (2) years.

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

RULE 48

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.

RULE 49

Reinstatement Of Dismissed Employees

An employee who has been dismissed from the service and who has not appealed his/her case within the time limit specified in Rule 47 shall not be reinstated with his/her former seniority standing without conference and Agreement with the General Chairman.

In the event that an employee who has been dismissed from the service is reinstated as the result of appeal presented within the time limit specified in Rule 47, and he/she was not represented at the appeal hearing by the "duly accredited representative," as that term is defined in this Agreement, the General Chairman shall be informed by the Chief Engineer of the reinstatement.

RULE 50

Time Claim Presentation Limit - Claims Or Grievances

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved to the Assistant Chief Engineer-Signal, Communications and Power within sixty (60) 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 sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employee or his/her duly accredited representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

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

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

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of 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 employees 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 sixty (60)-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 officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated official shall be barred unless within nine (9) months from the date of decision proceedings are instituted by the employee or his/her "duly accredited representative" before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that 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 nine (9) months period herein referred to.

(d) A claim may be filed at any time for an alleged continuing violation of any Agreement and all rights of the Claimant or 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.

(e) This Rule recognizes the right of representatives of the Brotherhood party hereto to file and prosecute claims and grievances for and on behalf of the employees they represent.

(f) This Agreement is not intended to deny the right of the employees 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 officer of the Carrier designated for that purpose.

(g) This Rule shall not apply to requests for leniency.

Resolution Of Jurisdiction Of Work Disputes

The Agreement of February 17, 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.

RULE 51

Injustices, Other Than Discipline And Claims For Money Alleged To Be Due

(a) When an employee considers that an injustice has been done him/her with respect to any matter covered by this Agreement, other than discipline and claims for money alleged to be due, such employee or the "duly accredited representative" as that term is defined in this Agreement, on the employee's behalf, may present the case in writing to the Assistant Chief Engineer-Signal, Communications and Power, if he/she does so within thirty (30) days from the date of the occurrence of the alleged injustice. Assistant Chief Engineer-Signal, Communications and Power shall render his/her decision within thirty (30) days from the time the case is presented to him/her; if a decision is not rendered within this time, the claim shall be deemed disallowed as of the end of the period and may be further processed accordingly. The employee affected, or the said "duly accredited representative" on the employee's behalf, may appeal to the Chief Engineer from the decision of the Assistant Chief Engineer-Signal, Communications and Power, if he/she does so within thirty (30) days from notification of such decision, or within thirty (30) days from the expiration of the period during which the Assistant Chief Engineer-Signal, Communications and Power is required to make his/her decision, if in fact, he/she renders no decision.

(b) The steps in the said usual manner of handling such disputes will be, successively, with:

(1) Assistant Chief Engineer-Signal, Communications and Power;

(2) Chief Engineer;

(3) Highest official of the Carrier designated to handle such appeals.

(c) All appeals progressed to the highest official of the Carrier shall be docketed by the General Chairman.

RULE 52

Application For Employment

An employee who gave false information on his/her application for employment may be dismissed from the service, because of giving such false information, within six (6) months from the date he/she commenced to work. The provisions of Rule 47 shall not apply.

RULE 53

Attending Court Or Inquest

When in the interest of the Carrier and on the instructions of a proper Carrier representative, an employee is required to attend court, or an inquest, or other legal proceeding or hearing, or to absent himself from his/her employment for consultation or examination in connection with a lawsuit or any other proceeding, the employee shall do so without losing working time whenever possible and he/she shall be compensated for his/her time in accordance with the following provisions:

(a) Where such attendance is rendered on the employee's assigned rest day, pay for actual time in attendance shall be allowed at rate of time and one-half.

(b) Where such attendance is rendered on the employee's assigned workday, and no working time is lost, pay for actual time in attendance shall be allowed at regular hourly rate.

(c) Where such attendance is rendered on the employee's assigned workday but the employee loses working time account such attendance, pay for actual time in attendance shall be allowed at regular hourly rate and reimbursement shall be allowed for time lost, provided the aggregate allowance in these circumstances shall not exceed eight (8) hours unless the time actually worked, plus the time in witness attendance, exceeds eight (8) hours, in which event the total of such hours shall be paid at regular hourly rate.

(d) Any necessary travel time, outside of working hours, between headquarters station and station to which sent in connection with witness attendance under paragraphs (a), (b) and (c) above shall be paid for at regular hourly rate, except on rest days or holidays when such time will be paid for at the overtime rate; provided that no compensation will be allowed for time actually traveling when six (6) or more continuous hours of sleeping car accommodations are available between 10:00 P.M. and 6:00 A.M. Employees notified or called to leave their home station outside of regular working hours in order to travel to another point for service will be paid not less than four (4) hours at straight-time rates under the provisions of this paragraph.

(e) Any fees or mileage accruing for such services shall be assigned to the Carrier.

RULE 54 **Attending Investigation Or Trial**

(a) An employee required by the Carrier to attend an investigation or trial immediately after having finished, or just prior to reporting to work and continuous therewith shall be allowed continuous time at his/her regular straight-time rate for the time spent in attending such investigation or trial.

(b) Employees required by the Carrier to attend an investigation or trial at other than the above-mentioned times, except when under pay, shall be compensated for the time spent in attending the investigation or trial, with a minimum of four (4) hours and a maximum of eight (8) hours at the pro-rata rate of their positions.

(c) Furloughed employees required by the Carrier to attend an investigation or trial shall be compensated in accordance with paragraph (b) of this Rule at the rate of pay of the position in which they last performed service.

(d) No compensation shall be paid to an employee for time spent in attending an investigation or trial if such employee is found guilty of an offense in connection with which such investigation or trial is held.

RULE 55 **Physical Examination**

(a) For the purpose of establishing their qualifications for service, employees may be required as directed by the Carrier to take physical examinations or re-examinations.

(b) Should an employee fail to pass the indoor color perception test and such test has not conclusively proven that the employee is not qualified for service, he/she shall, upon request of the General Chairman, be given field tests by a proper officer of the Carrier. Such tests may be witnessed by the Committee.

The field tests shall consist of such examinations and shall be conducted in such a manner as the Carrier believes necessary to establish to its satisfaction that the employee is fit to perform the duties of his/her assignment safely and adequately. The tests shall include the perception of the colors of the flags, lamps and signals that are used in the operation of trains and in switching service; and the tests shall be conducted as nearly as practicable under the varying conditions under which employees of the Communications and Signals Department work.

(c) Except as provided in paragraph (d) below, physical examinations or re-examinations referred to in paragraphs (a) and (b) of this Rule shall be given during the employee's regular tour of duty where it is practicable.

(d) Examinations required of an employee returning from furlough or from absence caused by sickness or disability need not be given during the employee's regular tour of duty.

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

RULE 56 **Examinations Other Than Physical**

(a) For the purpose of establishing their qualifications for service, employees may be required, as directed by the Carrier to take examinations or re-examinations on the following rules and instructions:

* (1) Book of Rules & Timetables

* (2) C&S 227 Test of Signal Apparatus

* (3) C.T. 290 Special Instructions for Employees in Electrified Territory

* (4) C&S 223 Special Instructions Governing Construction and Maintenance of Signals and Interlocking Plants

* Includes such supplements and revisions as may be subsequently issued by the Carrier.

(b) Examinations or re-examinations, referred to in paragraph (a) of this Rule shall be given during the employee's regular tour of duty where it is practicable to do so.

(c) When it is not practicable to give examinations referred to in paragraph (a) during the regular tour of duty, employees shall be paid for the time engaged in connection with examinations or re-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.

(d) An employee will not be required to take a written examination to qualify for a position. However, in the event of a reasonable doubt as to the employee's qualifications, he/she may be required to demonstrate his/her ability by a reasonable and practical test.

If an employee covered by this Agreement is required by Carrier to demonstrate his or her ability to qualify for a position by a reasonable and practical test, as provided by Rule 56(d), but fails to do so, he or she shall be prohibited from applying for a bulletined position within the same classification for a period of sixty (60) days from the date of failure and all prior applications shall be rejected.

Effective September 15, 2017, this Agreement shall go into effect and include employees who, within the preceding sixty (60) days, have applied for positions but have failed the reasonable and practical test required.

RULE 57

Physical Fitness - Determination Of, Board Of Doctors

(a) When an employee covered by this Agreement has been removed from his/her position on account of his/her physical condition and the General Chairman desires the question of the employee's physical fitness to be decided finally before he/she is permanently removed from his/her position, the case shall be handled in the following manner:

(1) The General Chairman shall bring the case to the attention of the Carrier. The Carrier and the General Chairman shall each select a doctor to represent them, each notifying the other of the name and address of the doctor selected. The two (2) doctors thus selected shall confer and appoint a third doctor.

(2) Such Board of Doctors shall then fix a time and place for the employee to meet them. After completion of the examination they shall make a full report in duplicate, one (1) copy each to be sent to the Carrier and the General Chairman.

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

(4) The doctors selected for such Board shall be experts in a disease or injury from which the employee is alleged to be suffering, and they shall be located at a convenient point so that it will be necessary for the employee to travel only a minimum distance and, if possible, not to be away from home for a longer period than one (1) day.

(5) The Carrier and the Brotherhood of Railroad Signalmen shall each defray the expense of their respective appointees. At the time the report of the Board of Doctors is made, a bill for the fee and traveling expenses, if there are any, of the third appointee shall be made in duplicate, one (1) copy to be sent to the Carrier and one (1) copy to the General Chairman. The Carrier and the Brotherhood of Railroad Signalmen, Local 56, shall each pay one-half of the fee and traveling expenses of the third appointee.

(b) When as a result of examination by a Board of Doctors, established under the provisions of this Rule, an employee is restored to service, such report of the Board of Doctors shall not constitute a basis for compensation claims for the period during which such employee was held out of service. In such case, however, the employee shall be returned to service with reasonable promptness after the report of the Board of Doctors is received.

Sick Leave - On-Duty Injury

(c)(1) 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 (Refer to Appendix B, Section 6).

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 they were suspended. Examples of justifiable excuses: heavy snow, hurricanes, death in family.

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

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

(2) 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 class or craft 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.

(3) Additionally, a panel of doctors as described above (including cost) may be established in order to determine whether an alleged injury was the result of an on-the-job incident. The following question shall be put to the impartial doctor:

"In your professional medical opinion is the employee's disability a result of the on-the-job injury?"

RULE 57A 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 58 Return To Duty

(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, AR-3, before being permitted to return to work.

(b) Employees covered by this Agreement who are off duty on account of sickness or personal injury not connected with railroad service more than fifteen (15) workdays, exclusive of relief days or vacation, will be required to secure a return-to-duty card, AR-3, 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, AR-3, 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, AR-3, 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, AR-3, before returning to work.

SECTION IV

**Abolishment Of Position, Reduction In Force,
Restoration Of Force, Stabilization Of Force**

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RULE 59
Abolishment Of Position

The Carrier shall not be prohibited from abolishing any position 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, except that under emergency conditions such as flood, snowstorm, hurricane, earthquake, fire, strike, etc., only sixteen (16) hours' notice will be required.

RULE 60
Reduction In Force

(a) When forces are reduced or positions are abolished, employees affected thereby may exercise seniority in the class or classes in which they possess seniority and in which they are qualified, but subject to the limitations set forth in paragraphs (b) and (c) of this Rule, within five (5) days from the date displaced; and the employees displaced by such exercise of seniority may likewise exercise their seniority. The five (5)-day time limit in which to exercise seniority also applies to Assistant Signalmen reduced to the Helper Class under Rule 29, paragraph (c) of Rule 30 and Rule 31.

(b) An employee affected under the provisions of paragraph (a) hereof, if not the junior employee in the seniority class, shall have the right only to displace any employee of the same seniority class and he/she must exercise such right of displacement. If the employee fails to exercise such right, he/she shall forfeit his/her seniority in that seniority class.

(c) An employee, after having exhausted seniority in the class in which employed, including the junior employee in a class, need not exercise seniority in a lower class or classes but may elect to accept furlough, without impairment of his/her seniority.

(d) An employee shall be considered displaced when the senior employee making the displacement so notifies the appropriate Carrier office (office of Engineer Communications or Engineer of Signals).

RULE 61
Restoration Of Force-
Employees Laid Off In Force Reductions

(a) An employee laid off in force reduction including one who has elected to accept furlough under the provisions of paragraph (c) of Rule 60 must keep the officer who notified him/her of the reduction informed, in writing, of his/her address. The employee must return to duty within ten (10) days from the date a notice by certified U.S. Mail is mailed to his/her last recorded address, copy to the General Chairman by regular mail, directing him/her to report for service in an advertised permanent position or vacancy for which no bids have been received from qualified employees. If there are conditions which prevent the employee from returning to duty within this ten (10)-day period, he/she must, within the ten (10)-day period, report by telephone or otherwise to the officer notifying him, giving his/her reasons for being unable to return to duty, and must request permission to be absent. When an employee secures written permission to be absent this will extend the ten (10)-day period by the length of the period he/she is granted permission to be absent. An employee failing to report for duty within ten (10) days from the date such notification is sent to his/her last recorded address, who has not reported and secured permission to be absent, shall forfeit all seniority and shall cease to be an employee of the Carrier.

(b) An employee laid off in force reduction shall, if his/her services are required, be returned to service in the order of his/her seniority for temporary positions or vacancies of thirty (30) days duration or less, provided that he/she notifies the employing officer in writing, copy to the General Chairman at the time of the reduction, that he/she desires consideration for such temporary employment and is available.

An employee who notifies the employing officer that he/she desires to be considered for temporary employment but fails to report for such employment when notified that his/her services are required, shall not be considered eligible for recall thereafter for temporary employment, unless the employee's failure to report is caused by sickness or temporary disability, and for the remainder of that period during which he/she is laid off, the employee's name shall be removed from the list of employees desiring consideration for such employment.

An employee furloughed from active service shall have no bidding rights until he/she returns to active service in accordance with this Rule and in such case the employee shall have bidding rights in the class to which he/she returns.

RULE 62
Restoration of Force-
Employees Reduced In Class In Force Reductions

(a) An employee reduced in class when force reductions are made must, if he/she possesses the necessary qualifications, accept return to service in seniority order, in an advertised position or permanent vacancy in the class from which demoted, if no bids have been received from qualified employees for such position or vacancy. Refusal to accept such return to service shall constitute forfeiture by the employee of his/her seniority in the class in which he/she refused recall and in all higher classes.

(b) An employee reduced in class shall, if his/her services are required, be returned to the higher class in the order of his/her seniority to temporary positions or vacancies of thirty (30) days duration or less, provided he/she has notified the employing officer at the time of the reduction that he/she desires consideration for such temporary employment and is available.

(c) An employee who notifies his/her employing officer that he/she desires to be considered for such temporary employment, but fails to report for such employment when notified that his/her services are required, shall not be considered eligible for recall thereafter for temporary employment unless the employee's failure to report is caused by sickness, temporary disability, suspension or leave of absence; and for the remainder of that period during which the employee is in the class to which he/she has been reduced, his/her name shall be removed from the list of employees desiring consideration for such employment.

(d) An employee reduced to a lower class in force reduction shall have no bidding rights in the higher class until he/she returns to an advertised position or permanent vacancy in such class.

RULE 63
Stabilization Of Force

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

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

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

(d) The term "rearranging of forces" as used herein shall not be construed to mean that the Carrier may abolish positions in one (1) sub-division of craft or class to establish a position in another subdivision of craft or class, nor shall Carrier abolish positions at any location to offset positions of employees absent on account of sickness or vacation, provided the latter positions are being filled by either regular employees on overtime or temporary employees hired for such vacancies.

SECTION V

Rates Of Pay, Expenses, Differentials

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RULE 64
Rates Of Pay, Differentials, Payroll Data

(a) The hourly rates of pay for employees covered by this Agreement are shown in Appendix A.

(b) For all Assistant Signalmen hired effective February 27, 1987, through September 24, 2014, there will be a new hire entry progression as follows:

1st 365 calendar days:	70% of the Mechanic's rate
2nd 365 calendar days:	75% of the Mechanic's rate
3rd 365 calendar days:	80% of the Mechanic's rate
4th 365 calendar days:	85% of the Mechanic's rate

For all Assistant Signalmen hired on or after September 25, 2014, there will be a new hire entry progression as follows:

1 st 365 calendar days:	70% of the Mechanic's rate
2 nd 365 calendar days:	70% of the Mechanic's rate
3 rd 365 calendar days:	75% of the Mechanic's rate
4 th 365 calendar days:	80% of the Mechanic's rate
5 th 365 calendar days:	85% of the Mechanic's rate
6 th 365 calendar days:	85% of the Mechanic's rate

Assistant Signalmen subject to the wage progression who are permanently promoted to a Mechanic's position will be paid 95% of the Mechanic's rate. After 365 calendar days, their rate will be 100% of the Mechanic's rate.

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

(c) Skill differentials were abrogated as all skill differentials were cut in half and added to the basic rate of pay.

(d) The shift differential (10% per hour) shall be frozen as computed on the base rate of pay in effect on December 31, 1984. Effective January 16, 2018, the shift differential rates in effect since 2002 shall be increased by five percent (5%) and shall be paid for hours worked beginning at 6:01 PM and ending at 5:59 AM the next succeeding day. On weekends, the night differential shall be applicable to all hours worked between 6:01 PM Friday and 5:59 AM on Monday.

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

(f) An employee shall be paid at the straight-time rate for his/her assigned tour of duty whether working, waiting or traveling.

(g) Employees temporarily promoted to cover vacancies as Foreman and Assistant Foreman will be paid at the entrance rate of the position assigned. An Assistant Foreman who holds seniority as a Foreman will, when assigned to fill a temporary vacancy as a Foreman, be paid at a rate consistent with his/her accrued seniority as a Foreman.

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

(i) Effective December 24, 1997 Carrier agrees to permanently upgrade the BRS-represented positions on the Signal Desk from Assistant Foreman to Foreman.

RULE 65
Work Performed During Tour Of Duty
For Which More Than One Rate Is Applicable

(a) An employee, who during a tour of duty performs work for which more than one (1) rate of pay is applicable, shall be paid for the entire tour of duty at the highest rate of pay applicable to any of the work performed. An employee who performs service temporarily in a lower rate position under the Scope of this Agreement shall not have his/her rate reduced.

(b) An employee who in the course of his/her regularly assigned tour of duty performs service in a higher class under the Scope of this Agreement shall be paid in accordance with paragraph (i) of Rule 1, paragraphs (a), (c) and (e) of Rule 40, paragraph (f) of Rule 64, and paragraphs (b) and (c) of Rule 67 for time worked continuous with and outside of the hours of his/her regularly assigned tour of duty, and for time spent in traveling and waiting outside of his/her assigned tour of duty.

RULE 66

Temporary Assignment To Two or More Sections-Maintainer

When a Maintainer during his/her regular hours works on two (2) or more sections, his/her compensation for his/her regular tour of duty on that day shall include an additional allowance of one (1) hour's pay at his/her regular rate.

RULE 67

Reimbursement-Actual Expenses

(a) An employee taken from his/her assigned territory to work elsewhere in an emergency shall be furnished meals and lodging by the Carrier except, that if such employee is taken from his/her assigned territory during the hours of his/her normal tour of duty, the Carrier will not provide the meal which falls within his/her normal working hours that day unless the employee has neither provided nor eaten his/her meal.

(b) An employee performing service which does not permit him/her to leave and return to his/her headquarters the same day shall be reimbursed for actual expenses while away from headquarters.

(c) When employees are entitled under the terms of this Agreement to be reimbursed for expenses incurred by them, they shall be reimbursed promptly after presenting expense accounts covering such expenses.
(See Rule 8.)

SECTION VI

Benefits

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RULE 68
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 and interpretations thereto, including Supplemental Agreements of February 20, 1945, August 21, 1959, and August 19, 1960.

(b) New employees covered herein will 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) In lieu of a birthday holiday, employees shall be granted one (1) additional vacation day to be taken in conjunction with scheduled vacation periods. This additional vacation day shall be subject to existing vacation rules and the limitations of Rule 46(d).

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

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

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

In the event an employee described in (d), (e) or (f) above renders less than one hundred (100) days of compensated service his/her entitlement shall be calculated as follows:

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

One hundred (100) 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.

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

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

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

(j) 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 other 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 (2½) days' 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.

(k) When a vacationing employee has a holiday fall during his/her vacation and his/her assignment is covered on the holiday, the employee will be allowed another vacation day. Example: the employee works Monday – Friday and the Monday of the employee's vacation week is a holiday on which the employee's job is covered. The employee is paid two and one-half (2½) days' pay on the holiday and the following Monday will be considered the 5th vacation day.

(l) All BRS Signalmen employees will be permitted to take up to one (1) week (five (5) work days) in single vacation days. The administration of single vacation days will be handled by the Engineering Department.

(m) All BRS Signalmen employees will have the option of selling back up to five (5) days' vacation provided that the employee has at least one (1) week vacation left in their vacation bank. Vacation buy back payments will not be considered pensionable earnings under the terms of the MTA Defined Benefit Plan.

RULE 69
Personal Leave Days

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

(b)(1) Effective January 1, 1983, during the first two (2) calendar years of employment, newly hired employees will not be entitled to a paid personal leave day.

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

(2) Employees who attain ten (10) years but less than twenty (20) years of service prior to September 1 each year will be granted four (4) personal leave days per calendar year consistent with Personal Leave Day Rules currently in effect.

(3) Employees who attain twenty (20) years but less than twenty-five (25) years of service prior to September 1 each year will be granted five (5) personal leave days in each calendar year consistent with Personal Leave Day Rules currently in effect.

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

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

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

Consecutive personal leave days may be granted at the discretion of the Department Head.

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

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

Interpretation

(1) It is not the intent of the Carrier that the employee be required to file an application form prior to his/her absence for personal reasons. The intent of paragraph (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.

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

RULE 69A
Trauma Leave

Employees 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 70
Leave Of Absence

(a) When the requirements of service permit, employees shall upon written request be granted a leave of absence for a limited time with the privilege of renewal. This may include employees accepting elective or appointive positions with the local, state or federal government. For the purposes of this paragraph an employee shall be considered on leave of absence when off duty on account of sickness or disability.

(b) An employee absent on leave who engages in other employment without the permission of the Chief Engineer, or who fails to return to duty upon expiration of such leave of absence, shall forfeit all seniority rights under this Agreement and shall cease to be an employee of the Carrier. If there are conditions which prevent the employee from returning to duty by the expiration date of his/her leave of absence he/she must, before the expiration

date of his/her leave of absence, report by telephone or otherwise to the Chief Engineer, giving his/her reasons for being unable to return to duty and must request permission to be absent. When an employee secures permission to be absent this will extend the leave of absence by the length of time he/she is granted permission to be absent.

(c) Employees shall, upon request, be given necessary leave of absence for committee work or for service with their representative Organization without impairment of their seniority.

RULE 71 Bereavement Allowance

(a) Employees covered by this Agreement will be allowed a maximum of three (3) days off without loss of pay to attend funeral services when a death occurs in the immediate family. When such time off is taken in conjunction with relief days and/or a holiday, employees shall be allowed three (3) working days off without loss of pay.

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

(c) Employees must present satisfactory evidence as to the death in the immediate family in the form of a certificate to their supervisor before any allowance is paid. The form of certificate which an employee must present as evidence to a death in the immediate family need not list the cause of death on such certificate.

RULE 72 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 and will not be required to remit to the Carrier any of the fees or expenses earned while on jury duty.

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

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

RULE 73 Operation Of Motor Vehicle, Injuries

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

RULE 74 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. All restrictions and requirements which presently apply to the premium allowance shall continue to apply.

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

Dental, vision, and hearing insurance for active employees shall be provided by the Carrier as a defined benefit at the January 1, 1994, train service employee levels.

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

Effective January 1, 2016, Carrier shall provide life insurance benefit of \$100,000 for BRS Local 56 represented employees.

Effective January 1, 1998: Employees shall be entitled to participate in a flexible spending account funded by payroll deductions for health benefits and dependent care purposes.

Effective May 24, 2000, the Carrier will extend health coverage to domestic partners of a Long Island Rail Road employee represented by the Brotherhood of Railroad Signalmen.

Effective May 24, 2000, Carrier will extend the 1997 Agreement to allow current Brotherhood of Railroad Signalmen retirees who have not reached Medicare eligible age to enroll in the Empire Plan at no cost to the Carrier. These retirees will be required to reimburse the Carrier for the difference between the Empire Plan coverage and their current allowances. This provision will also be discontinued once the retiree reaches Medicare eligible age as our current and previous contracts provide. At that time, the retiree will receive the monthly allowance he/she is entitled to according to the respective contract in effect at the time of their retirement.

Effective 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.

Where both spouses and/or domestic partners are employed by the MTA and/or any of its agencies and covered by NYSHIP, only one (1) employee will be eligible for a family health plan. The other employee will be eligible for an individual health plan. Should the spouse or domestic partner work for another MTA agency, the LIRR employee must take the individual health plan.

This same provision will apply with respect to pre-Medicare eligible retirees and the pop-up paid to Medicare eligible employees.

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

RULE 75 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.

Prospective retirees shall receive adequate explanation of their benefits options. The Carrier and the Organization shall meet to discuss the application of the various actuarial assumptions to ensure that employees are receiving negotiated benefits.

The Long Island Rail Road will offer BRS-represented employees the option to participate in a 401(K) or 457 program.

RULE 76 Sick Leave Allowance

The employees covered herein will be granted a sick leave allowance set forth in the Sick Leave Allowance Agreement of March 15, 1968, as amended up to and including Memorandum of Understanding dated May 2, 2017, which is attached as Appendix B-1, subject also to the following provisions:

(a) Effective January 1, 1983, newly hired employees will be granted one (1) sick leave day after completion of each two (2) months of service during their first calendar year of employment. A month is defined within the current Sick Leave Agreement.

(b) In the second calendar year of employment, an employee will be granted an additional eight (8) sick leave days in lieu of the twelve (12) sick days granted other employees.

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

(d) Current employees will be required to furnish medical proof satisfactory to the Carrier for an absence of more than two (2) consecutive days or for a third and subsequent sick leave absence consisting of a two (2)-day period in a calendar year.

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

(e)(1) 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. Payment shall be made at the rate in effect on the date of separation. Effective June 1, 2017, employees will no longer be required to have a minimum of half of their potential sick leave bank at the time of voluntary separation or retirement in order to be

eligible for the cash out. The cash out will not be paid to employees who resign and are not in good standing or to those who are discharged for cause.

(2) The payment established in paragraph (e)(1) will not be included in pension calculations in any manner whatsoever.

(3) M.P.A. employees who return to a position subject to the provisions of the Collective Bargaining Agreement must have a period of uninterrupted service of not less than two (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 (e)(1) above.

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

(5) Effective May 24, 2000, 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.

RULE 77 Union Shop

The Union Shop Agreement signed September 16, 1952, is applicable to all employees covered by all the rules of this Agreement and is attached as Appendix O-1.

RULE 78 Radio Agreement

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

RULE 79 Training

In compliance with Article V of the Agreement of January 31, 1983, the Training Program outline dated January 12, 1984, is by this reference made a part hereof (as amended by Letter Agreement dated June 27, 2003 in Appendix F-1A).

Refer to Appendix F-1B regarding the Material and Logistics Specialist and Amendment to Appendix F-1.

RULE 80 Making Of Interpretations

For interpretations of this Agreement to be binding, they must be made in writing by the Carrier and the General Chairman.

RULE 81 Advisory Committee

The parties agree to establish a cooperative committee for the purpose of reviewing current work practices, addressing issues of a mutual nature and planning for the cooperative transition from existing facilities to those emanating from the implementation of the Capital Plan. It is the intent of the parties to this Agreement to seek a more productive and streamlined arrangement relative to tasks currently performed by and between the shop craft employees.

RULE 82 Moratorium Clause

There shall be a moratorium on the service of notice pursuant to Section 6 of the Railway Labor act until November 1, 2018, not to be effective before April 16, 2019.

THIS RULEBOOK IS A COMPILATION OF EXISTING AGREEMENTS IN EFFECT BETWEEN THE LONG ISLAND RAIL ROAD COMPANY AND THE BROTHERHOOD OF RAILROAD SIGNALMEN 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
(Rule 76)**

Agreement entered into this 15th day of March, 1968, as amended (up to and including Agreements dated July 30, 2014 and May 2, 2017), by and between The Long Island Rail Road Company and its employees represented by the Brotherhood of Railroad Signalmen.

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 12 days plus the number of days shown in the schedule immediately below, which will be established as of March 1, 1968, 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 March 1, 1968, and on January 1st of each subsequent year thereafter.

The foregoing allowances shall not apply to employees with less than sixty (60) days active service.

Unused sick leave may be carried over to subsequent years.

Newly hired employees will accrue one (1) sick leave day after completion of each two (2) months of service during their first calendar year.

In the second year of employment, an employee will accrue an additional eight (8) days granted other employees.

Section 2

Subject to the limitations hereinafter set forth, the Carrier will grant to every employee in its employ less than one (1) year sick leave allowance on each working day when such employee is unfit for work on account of illness or disability, up to a total of one (1) day per each calendar month during which, or the major part (1st to 15th) of which, the employee shall have been in such employ.

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 31st day of December.

Section 4

For the purpose of this Agreement, an employee shall not be deemed to have been in the employ of the Carrier during a period of leave of absence without pay except where such leave of absence shall have been for ordered military duty or for full or part-time Union activities.

Section 5

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

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

Section 6

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

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

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

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

Section 7

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

Section 8

Should an employee's scheduled vacation commence after a leave of absence for illness, the vacation shall be cancelled and rescheduled at a later date in accordance with the requirements of the service. Should an employee who is on vacation become ill, he/she must continue on his/her vacation and will not be entitled to any sick leave allowance during such vacation. 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 absences due to illness on the applicable holidays.

Section 9

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

Section 10

In order to be granted a paid or unpaid leave of absence on account of illness, an employee must file a written application therefor, on a form provided by the Carrier, 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. The application for sick leave must include a true statement of the cause of the applicant's absence from work, including the nature of the employee's illness or disability, and must be made to the Carrier through the applicant's appropriate superior. If the application is for more than two (2) days, or for a third and subsequent sick leave absence consisting of a two (2)-day period in a calendar year, it must comply with the provisions of Section 11 hereof.

Section 11

The burden of establishing that he/she was actually unfit for work on account of illness will be upon the employee. Current rules of Agreements governing the granting of sick leave allowances shall be amended to provide that applications for sick leave allowances upon which a licensed chiropractor has certified that an employee was unable to perform his/her duties for the period of the absence will be considered as establishing the burden of proof that such employee was in fact unfit for work on account of illness. Every application for sick leave, whether with or without pay, for more than two (2) consecutive days, or for a third and subsequent sick leave absence consisting of a two (2)-day period in a calendar year, must be accompanied by medical proof satisfactory to the Carrier and upon a form to be furnished by the Carrier, setting forth the nature of the employee's illness and certifying that by reason of such illness the employee was unable to perform his/her duties for the period of the absence.

Section 12

To be entitled to sick leave for any day on which he/she is absent from work because of illness, an employee, except where it is impossible to do so, must, at least one (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 he/she shall not be entitled to pay for any subsequent tour of duty from which he/she absents himself/herself unless at some time, not less than one (1) hour prior to the commencement of such tour of duty, he/she shall have caused such notice to be given. The failure to cause notice to be given as herein provided shall not be excused unless the Carrier is convinced that special circumstances made it impossible and is also convinced that notice was given as soon as the special circumstances permitted.

Section 13

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

Section 14

No sick leave allowance will be granted for less than one-quarter of a day at a time. An employee who under this Rule is not entitled to a sick leave allowance for the first working day in any period of leave of absence for illness and who works part of his/her scheduled tour of duty, but, because of such illness, does not work the balance thereof, and continues absent because of such illness beyond the part of his/her next regularly scheduled tour of duty, shall be granted sick leave allowance for that part of the second day of such absence which follows the equivalent time at which he/she ceased work on the day on which he/she became ill. 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 his/her work schedule on such day includes a paid meal period and he/she works all of that part of his/her tour of duty which precedes his/her scheduled meal period, or all of that part of his/her tour of duty which follows his/her scheduled meal period, the meal period will be treated as time on duty in determining the charge to be made against his/her sick leave allowance.

Section 15

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

Section 16

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

Section 17

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

Section 18

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

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

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

Section 19

The additional sick leave days required under Section 18 shall not be accumulative from year to year but shall be available to the covered employees in each year. The additional days shall not be available to an employee unless he/she has exhausted his/her vacation time, if any, and is absent for illness for nine (9) or more consecutive working days, in which event the employee shall receive pay to the extent provided in Section 18 from the first day for which the Carrier is not required to pay him/her under Section 1 hereof.

Section 20

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

Section 21

Effective January 1, 2004, the Carrier will discontinue the deduction from sick pay of the daily sick leave benefits an employee is entitled to under the Railroad Retirement Unemployment and Sickness Act (RRUSA). Such employee who receives sick pay from the Carrier which is not so reduced shall not apply for daily benefits under the Act for those days paid. Filing for Railroad Retirement sickness benefits while receiving full sick pay may subject the employee to discipline. However, if any employee is not receiving sick pay from the Carrier and/or an employee who is out sick on sixty percent (60%) supplemental sick pay, the employee may apply for benefits under the Railroad Retirement Unemployment and Sickness Act. When an employee is receiving sixty percent (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 22

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

Section 23

In the event a dispute arises out of the application and/or interpretation of the terms of this Agreement which cannot be resolved, it will be submitted to the Final Appeals Officer by the General Chairman.

Section 24

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

Section 25

Except as otherwise herein provided, this Agreement and each of its provisions, provided that they are not in violation of law as determined by a court of competent jurisdiction, shall be effective as of March 15, 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 R. Saar, Jr., General Chairman
Brotherhood of Railroad Signalmen
36 Newport Road
Island Park, NY 11558

Re: Long Island Rail Road/Brotherhood of Railroad Signalmen Agreement dated May 21, 1997 - Sick Leave Payment

Dear Mr. Saar:

This is to confirm our understanding of the administration of the sick leave payout provision, paragraph 4 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., employees hired after December 31, 1982) 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.
NOTE: Effective June 1, 2017, employees will no longer be required to have a minimum of half of their potential sick leave bank at the time of voluntary separation or retirement in order to be eligible for the cash out. Refer to Rule 76 (e)(1).
- 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 R. Saar, Jr.
General Chairman - Brotherhood of Railroad Signalmen

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

APPENDIX B-3

January 19, 1995

Mr. Robert Evers	General Chairman	BLE
Mr. William Saar	General Chairman	BRS
Mr. William Mitchell	General Chairman	IAM
Mr. John Caggiano	Business Manager	IBEW
Mr. Dean Devita	General Chairman	IBF&O
Mr. Andrew Pirro	General Chairman	SMWIA
Mr. Kenneth Lipton	General Chairman	TCU
Mr. James Morrone	General Chairman	IRSA
Mr. Michael Canino	General Chairman	UTU
Mr. John Eschmann	General Chairman	UTU-Y

Gentlemen:

The attached chart outlines the run out of coverage under the Empire Plan for active and retired employees as well as identifying who is responsible for the premium payment.

Please contact the undersigned should you have any questions.

Very truly yours,

Ernest L. Garb
Vice President-Labor Relations

Attachment

cc: P. O. Geraghty
J. Larsen
G. M. Moran
R. J. Olvet
R. A. Walsh
G. Wenchell - SMWIA
N. Brown - IAM

CONTINUATION TO APPENDIX B-3

	COVERAGE	COST*
LOA	Coverage continues until end of month in which employee commences leave.	Enrollee and dependent coverage may continue LOA at <u>full cost</u> to employee.
FURLOUGH	Health insurance coverage continues for up to four months for employee and dependent.	Employer pays full cost.
SUSPENSION/ DISMISSAL APPEAL PENDING (OTHER THAN TRAIN & ENGINE SERVICE)	Health insurance coverage continues for up to four months for employees and dependent.	Employer pays full cost.
SUSPENSION/ DISMISSAL APPEAL PENDING	For Train Service and Engine Service personnel Health insurance coverage continues for up to six months (with mutual Agreement to extend) for employees and dependents.	Employer pays full cost.
DISMISSAL OR RESIGNATION	If the date of termination is prior to the fifteenth (15 th) of the month, coverage remains in effect until the end of the month for employee and dependent. If the date of termination after the fifteenth (15 th) of the month, coverage remains in effect until the end of the following month for employee and dependent.	Employer pays full cost.
DEATH-ACTIVE NON VESTED & VESTED STATUS	Coverage continues for two (2) months beyond the last month for which coverage was paid.	Employer pays full cost.
DEATH-WORK RELATED	Active employee who dies as a result of a work-related illness or injury, dependent survivors will receive coverage as long as they are eligible.	Employer pays full cost.
NON-WORK RELATED DEATH	Active employees who <u>had 10</u> years of service and who <u>were</u> within 10 years of retirement, dependent survivors will receive coverage as long as they remain eligible.	Employer pays full cost.
NON-WORK RELATED DEATH (Continued)	Active employees who <u>had</u> 10 years of service but <u>were not</u> within 10 years of retirement dependent survivors may elect to receive coverage as long as they remain eligible.	Dependent survivor(s) pay the entire cost.
DISABILITY (OTHER THAN TRAIN SERVICE EMPLOYEES)	Coverage continues for employee and dependent(s) until the end of the following calendar year of disability. Employee (only) coverage continues for 1 additional calendar year.	Employer pays full cost.
SUPPLEMENTAL SICKNESS BENEFITS	For Train Service Employees coverage continues for 52 weeks.	Employer pays full cost.

DEPENDENT CHILDREN	<p>Unmarried children age 19 or over but under age 25 who are full-time students at an accredited school will be covered until the end of the month in which they complete course requirements for graduation.</p>	Employer pays full cost.
RETIREMENT	<p>Coverage continues for employee and dependent(s) until age 65.</p> <p>Coverage continues for spouse when employee attains age 65 as follows: Spouse under age 65 is offered participation in the HIP (health maintenance organization).</p> <p>If spouse does not elect to participate in HIP, the company will issue a check in the amount equal to the monthly HIP premium to purchase other medical coverage until age 65.</p>	Employer pays full cost.
RETIREE SURVIVOR BENEFITS DB & DC PLANS	<p>Empire Plan coverage continues for the survivor until the retiree would have attained age 65.</p>	Employer pays full cost.
VESTING	<p>Continued coverage for employees who leave the employ of the Company with 20 years of service under the Defined Benefit Plan and are entitled to a Pension Benefit at age 50.</p>	<p>Employee pays the full cost of the Plan from resignation to age 50. If employee paid the full cost of the Plan from resignation to age 50 without interruption, the employer pays the full cost of the Plan from age 50 until age 65.</p>

*Cost of an HMO above the cost of the Empire Plan shall be the responsibility of the employee/dependent.

**APPENDIX C
(Rule 78)**

Agreement entered into January 14, 1970, by and between The Long Island Rail Road Company and its employees represented by the International Brotherhood of Electrical Workers and the Brotherhood of Railroad Signalmen.

IT IS AGREED:

That in order to have skilled employees available to facilitate the repair and maintenance of Railroad-owned communications equipment on the rolling stock of The Long Island Rail Road, the following shall govern:

1. Inspection, maintenance and repair of Railroad-owned communications equipment and components of Electronic Car Identification System (Identra), removed from rolling stock by Electricians, shall be performed by qualified Communication Technicians represented by the Brotherhood of Railroad Signalmen.
2. Inspection, removal and reinstallation of Railroad-owned communications equipment on rolling stock shall be performed by qualified Electricians represented by the International Brotherhood of Electrical Workers.
3. In the event a problem arises in connection with communication equipment on rolling stock, which cannot be resolved by the Electrician, it will be permissible for the Communications Technician to lend assistance to the Electrician on board rolling stock provided that both the Electrician and Communications Technician shall, if possible, work as a team while so engaged.

Note 1: The foregoing will amend the Scope Rule of the Brotherhood of Railroad Signalmen's Agreement to the extent that Communications Technicians may perform work on rolling stock communications equipment only to the extent and under circumstances set forth herein.

Note 2: The foregoing will be the only exception in the International Brotherhood of Electrical Workers' Agreement.

4. Qualified Communications Technicians, as referred to herein, whose assignments include testing, maintaining or repairing radio or similar equipment, must currently possess either a first or second class FCC Radio telephone license. They must also demonstrate their ability to perform the maintenance, repair and test work on communications equipment to which they are assigned.
5. This Agreement is in full, final and complete settlement of all matters whatsoever, contained in International Brotherhood of Electrical Workers' letter of March 27, 1968, under Section 6 of the Railway Labor Act, and request of the Brotherhood of Railroad Signalmen under Article VI, paragraph (a) of the December 28, 1967, Agreement with respect to revision of its Scope Rule.
6. This Agreement shall not abrogate, amend or supersede any rule, Agreement or understanding, however established, relating to employee protection or contracting of work. Except to the extent herein provided, Agreement rules or practices thereunder are not changed.
7. This Agreement shall remain in effect until abrogated or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Jamaica, N.Y., this 14th day of January, 1970.

(Signatures not reproduced)

**APPENDIX D
(Rule 50)**

Attachment to Agreement of February 17, 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 of Labor Relations, in writing, of its objections.

The Organization shall specify which parts of the work it seeks, the rationale in support of its position, and the specific reference to the work performed in the Organization's Scope Rule. If no objections are received within the 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 Organization(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 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 system-wide jurisdiction over the work. The Arbitrator shall have no power to limit the use of tools to employees of a specific craft or class.
12. The participants shall bear their own expenses. The Arbitrator's fees and expenses shall be paid solely by the Carrier.
13. The Arbitrator's award shall be final and binding, and shall be subject to judicial review only under the standards of Section 3 of the Railway Labor Act, 45 U.S.C. Sec. 153, as amended.
14. The time limits of paragraphs 6, 7, and 10 of this Agreement may be extended by Agreement of the participants. The time limits shall be measured in calendar days, except that where the last day of a time period is a weekend or holiday, the next workday which is not a weekend or holiday shall be the last day of that time period. The Carrier may, following the 90 days' notice, implement its award of jurisdiction pending resolution of the dispute in accordance with this procedure without incurring any liability to any of the organizations.
15. Neither the Carrier nor the Organizations shall exercise a right of self-help in connection with the matters subject to this Agreement.
16. This Agreement replaces all other jurisdictional dispute resolution provisions on the Long Island Rail Road, and all such provisions are abrogated.

**APPENDIX E
(Rule 41)**

May 13, 1980 (as amended)

Mr. John W. Hogan, General Chairman
Brotherhood of Railroad Signalmen
288 Sagamore Hills Drive
Port Jefferson Station, New York 11776

Dear Mr. Hogan:

This will confirm understanding reached concerning the application of Rule 41-Predetermined Overtime.

As mutually agreed, the term project as used within Rule 41 does not apply solely to capital funded projects, but to any on-going construction and/or maintenance undertaking with a scheduled start and finish date. Work of a routine nature does not fall within the definition of predetermined overtime.

The definition of job as used within subparagraph (a) of Rule 41 is meant a particular portion of an overall project which in itself is of an on-going nature with a scheduled start and finish date.

If the above establishes your understanding, please sign on the line provided, returning the original for our file.

Very truly yours,

/s/ James J. Miller
Acting Chief Personnel Officer

/s/ John W. Hogan
General Chairman
Brotherhood of Railroad Signalmen

APPENDIX F-1

SIGNALS & COMMUNICATIONS EMPLOYEE TRAINING PROGRAM

OBJECTIVE: To provide the theoretical and practical training that will enable Assistant Signalmen to properly prepare for qualifications as Signalmen; to upgrade the skill and knowledge of all Signal and Communication Department employees to more adequately equip them for proper discharge of the duties of the positions covered by the scope of their craft.

CLASS SIZE: Approximately twelve (12) per class.

LENGTH OF PROGRAM: Approximately two (2) years - Phase I through Phase II Approximately two (2) years – Phase III (Optional)

METHOD OF TRAINING: Course content will be divided between theory and practical applications. Trainees will receive classroom instruction, field instruction and practice, and complete regularly assigned homework.

TOPICAL OUTLINE:

Phase I	Basic Electricity
Phase II	Communication Symbols and Nomenclature Signal Symbols and Nomenclature Theory and Application of Communication Equipment Theory and Application of Signal Equipment Communications Procedures and Practices Signal Procedures and Practices
Phase III Optional	Electronic Signal and Communication Applications

ADMINISTRATION PROCEDURES

1. The Carrier and the Brotherhood of Railroad Signalmen, Local #56 will be jointly responsible for developing and establishing all course content, materials, text, training methods, number and length of sessions, sections and courses, and location and time of training classes.

An Advisory Board comprised of Director -Training, Assistant Chief Engineer - Signals and Communications, General Chairman BRS #56, and one (1) Local Chairman will administer the Training Program.
2. The program or any part thereof may be modified at any time by Agreement of the Advisory Board. However, Trainees will not be adversely affected by modifications in a section they are currently taking.
3. All training material will be supplied by the Carrier at no cost to the employee. Employees will be responsible for loaned equipment and materials.
4. Certificates will be awarded to all Trainees who successfully complete the entire course.
5. Training will be available first to Assistant Signalmen in Signals and Communications Department on a seniority basis in accordance with priorities mandated by production, class space, and scheduling as determined by the Advisory Board.
6. Sessions will be conducted one (1) day a week during the first trick. Employee will report to the training site as his/her headquarters and assignment for that day.

In the event that an employee is required to perform any other service for the Company in addition to attendance at training on any particular day, that employee will be paid at the time and one-half rate for the additional service.

NOTE: Refer to Appendix F-1B regarding amending Appendix F-1, No. 6, to allow Carrier to schedule training on all shifts without penalty.

Employees whose regular assignment includes a shift differential will be paid that differential on training days as if they had performed service on their regular assignment.

7. All Trainees will be required to take examinations on course material covered in current sessions. In order to insure impartial evaluation of Trainees, all examinations will be written. The examinations will consist of other than essay type questions. Passing grade for each examination will be seventy percent (70%).
8. Assistant Signalmen may participate in the programs. Successful completion is required for qualification as Signalman. Any employees not participating will not be qualified as a Signalman unless they can pass (70%) examinations equivalent to those required by the program.
9. Examinations referred to in Article 7 will be the sole basis for determining successful completion of the instruction.
10. Employees failing an examination may proceed with the instruction if they successfully pass a makeup examination within a ten (10)-day period following the initial examination. Failure to achieve a passing grade in a makeup examination may result in the employee being dropped from the program.
11. Most sections may contain advanced reading material and supplemental assignments. All Trainees are expected to come to class adequately prepared.
12. Successful completion of the course through Phase II, quarterly review of progress, and demonstration of practical application will result in qualification as a Signalman pending availability of a position as a Signalman.

EMPLOYEE TRAINING AND DEVELOPMENT
January 12, 1984

APPENDIX F-1A
(Amended by the June 6, 2013 Letter Agreement)

June 27, 2003

Mr. William R. Saar, Jr., General Chairman
Brotherhood of Railroad Signalmen
36 Newport Road
Island Park, NY 11558

Re: Assistant Signalmen Training, Phase II (Signal Inspector Training Program, Appendix F-1A)

Dear Mr. Saar:

It is the parties' intent to provide additional training to Assistant Signalmen who demonstrate the ability for greater responsibility so as to create more educated and trained Signal Mechanics. Following discussions, the following understanding was reached:

1. Carrier will establish "Signalmen/Training" positions for those Assistant Signalmen who receive recommendations from a supervisor for a practical exam test as part of the Phase II training program. The number of positions to be advertised will be the same as the number of employees who receive recommendations for practical exams, as reported to the Principal Engineer – Signals. The positions, which will only be eligible to be bid for by Assistant Signalmen recommended for practical exams, will be posted on Signal Department bulletins posted throughout the year. The rate of pay for these positions will be the Signalman rate.
2. The "Signalmen/Training" positions will be advertised as follows:

Position No.	Signalmen/Training
Headquarters	As per Asst. Signalmen rotation schedule
Rate of Pay	Signalman rate
Tour of Duty	As per Asst. Signalmen rotation schedule
Assigned Territory	Entire LIRR
Beginning of Work Week	As per Asst. Signalmen rotation schedule
Assigned Rest Days	As per Asst. Signalmen rotation schedule
Vice	New Position

3. Individuals awarded the above-described positions will remain in the Assistant Signalmen training rotation and will continue to be subject to the administrative procedures of Appendix F-1, however, they may be assigned to different locations and tours of duty, as necessitated by the training and service needs of Carrier.
4. Only Assistant Signalmen who have been recommended for a practical test may make application for the Signalmen/Training positions. An Assistant Signalman will be afforded one (1) practical test per evaluation. In order to be recommended for future practical tests, an Assistant Signalman must be recommended for a practical test on a subsequent evaluation.
5. An Assistant Signalman who makes application for said Signalman/Training position will be required to demonstrate to Carrier his/her knowledge and abilities to be a qualified Signalman via a practical examination, administered by Carrier.
6. An Assistant Signalman who qualifies for the Signalman/Training position will be placed on the Mechanics' (Signalmen) roster. If two (2) or more Assistant Signalmen qualify at the same time, placement on the Mechanic's roster shall be made on the basis of their Assistant Signalmen seniority.
7. Employees assigned to Signalmen/Training positions will be considered for overtime as fully qualified Signalmen, using their roster numbers in the Mechanics' class. Employees assigned to Signalmen/Training positions will not be considered for overtime work if said overtime work conflicts with their training or with the Hours of Service law, as determined by Carrier.
8. Employees assigned as Signalmen/Training will not be permitted to exercise seniority rights within the Assistant Signalmen rotation schedules, under Rule 15. If Carrier reduces positions, those employees assigned to Signalmen/Training positions shall be subject to furlough or displacement only after all

Assistant Signalmen have been displaced/furloughed. (Note: At no time will a qualified Mechanic and/or member of the Foreman's class be permitted to displace onto a Signalman/Training position.)

9. When a Signalman/Training employee successfully completes his/her Phase II training, he/she will be considered to be a qualified Signal Inspector and Carrier will, within two (2) months of his/her successful completion of the Phase II program, establish a sufficient number of Signalmen Signal Maintainer Inspector or Technician positions, as required by the needs of service, to accommodate the new Phase II graduates who held the Signalmen/Training positions at that time, if required, however, final decision on this matter is reserved to Carrier.
10. Signalman/Training positions which are temporarily vacant due to the illness or injury of the incumbent, or the fact that the incumbent is temporarily absent from the position by virtue of a vacation, personal leave day(s), bereavement period, jury duty, AWOL or AU or for other reasons, may be covered by Assistant Signalmen or Mechanics, at Carrier's discretion. This provision will in no way be considered as a modification to any existing overtime rules.

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

Very truly yours,

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

WE CONCUR:

/s/ 6/30/03
William R. Saar, General Chairman

/s/ 6/30/03
C. Natale, Vice General Chairman

/s/ 6/30/03
W. Fishedick, Local Chairman

APPROVED:

/s/ 6/30/03
Dennis Boston, International V.P.-BRS

cc: D. George, J. Southard, R. Freiberger, M. LaClair, B. J. Finn, S. DaLeo, G.M. Moran, B. Christopoulos, J.M. Biuso, Labor Relations Staff

As per the June 6, 2013 Letter Agreement, the following amendments have been made to Appendix F-1A:

Assistant Signalmen shall be hired into one (1) of two (2) categories; line construction, and technical work (either Radio or Tech). Those hired into line construction will be required to climb poles and train, test and qualify as Signalmen in accord with established requirements. Those hired into the "Tech" category will not have a requirement to climb poles; however, will be required to qualify in all other aspects of the Assistant Signalmen training program (i.e. digging, conduit installations, splicing, electronics installations, configuration, and testing, etc.), and qualify as Mechanics (Installers, Techs or Radio Techs) in accord with the established requirements.

Employees hired as Assistant Signalmen prior to July 1, 2013, shall be grandfathered under the Department practices in effect at the time of hire. In the event an Assistant hired into the Department prior to July 1, 2013, request they be considered for a technical position, he/she shall only be considered as follows:

- 1) There is a need;
- 2) There are available open positions;
- 3) Candidate is able to pass an exam existing of written, practical and/or oral elements. If the candidate passes the test, he/she shall transition into the technical program and have no more than four (4) years to qualify as Mechanic from the date of hire. The candidate shall no longer rotate through line construction for the remainder of his/her training program. If a candidate fails the test, he/she will be afforded the opportunity to retake the test within thirty (30) days. In the event the candidate fails a

second time, he/she will not be given an opportunity to retake the test for twelve (12) months from the date of the second failed attempt. Once twelve (12) months elapses, the candidate will be afforded the opportunity to retake the test provided 1) and 2) above are met.

Employees hired as Assistant Signalmen after July 1, 2013, assigned to one (1) discipline (Line Construction or Technical positions) expressing a desire to move into the other discipline (i.e. moving from a Technical rotation into a Lineman rotation) shall only be considered as follows:

- 1) There is a need;
- 2) There are available open positions;
- 3) Candidate is able to pass an exam consisting of written, practical and/or oral elements. If the candidate passes the test, he/she shall transition into the Technical program or Line Construction program and have no more than four (4) years to qualify as a Mechanic from the date of hire. If the candidate fails the test, he/she will be afforded an opportunity to retake the test within thirty (30) days. In the event the candidate fails the test a second time, he/she will not be given an opportunity to retake the test for twelve (12) months from the date of the second failed attempt. Once twelve (12) months elapses, the candidate will be afforded the opportunity to retake the test provided 1) and 2) above are met.

An abbreviated Phase II training program will be given to Assistant Signalmen hired after July 1, 2013, who are hired to become Signalmen. This abbreviated training will provide an overview of the LIRR and Department, the systems for which the Department is responsible and any other material deemed appropriate by the Carrier. Training rotations will be based upon the discipline into which they were hired. Assistants shall not be rotated between disciplines. Assistants hired as future Linemen will rotate into maintenance and vice versa.

Employees shall be subject to evaluation during their time as Assistants as is the current practice.

General:

For employees hired into the Department after July 1, 2013, the Signalmen Qualifications will no longer be considered to be a prerequisite to qualify for another Mechanic's position within the Department.

Incumbent employees will be grandfathered with respect to wage rates and current practices which allow for training and promotion within the Department.

For Incumbent employees, as long as an individual holds a base qualification for a position (i.e. Signalman qualification), he/she may bid open positions and be tested as is currently the case.

**APPENDIX F-1B
(Rule 79)**

VIA ELECTRONIC AND FIRST CLASS MAIL

September 29, 2017

Mr. Christopher Natale, General Chairman
Brotherhood of Railroad Signalmen
P.O. Box 812
Babylon, NY 11702-0812

Re: Material and Logistics Specialist and Amendment to Appendix F-1

Dear Mr. Natale:

This letter will confirm our Agreement to the creation of a new position titled Material and Logistics Specialist. It is further agreed that Appendix F-1 shall be amended to permit the creation of additional training classes that may be conducted on various shifts.

MATERIAL AND LOGISTICS SPECIALIST

Material and Logistics Specialist shall be responsible for rescheduling, ordering, handling and inventory of material, and the maintenance of headquarter and storage areas, on a non-exclusive basis, in addition to the usual and customary responsibilities of a Mechanic in their class, as assigned by the Department Supervision.

Initially, Carrier will create seven (7) Material and Logistics Specialist positions detailed in paragraph (2). The number of such positions may be increased, decreased, or abolished by the Carrier entirely. The protections of the 1936 Washington Job Agreement will only extend to such employees who are unable to hold a position of Mechanic or higher. The protection provided will only be for the difference between the Mechanic's rate of pay and the lower rate of the position the employee can hold.

1. The qualification for the position will be established by the Carrier after consulting with the Organization's representatives. The qualifications will be in writing, distributed to and discussed with the Organization prior to advertising the initial position and again before modifying qualifications in the future.
2. The incumbent Mechanics currently performing the duties in Gang 30, 34, 49 in Communications and Gangs 55, 56, 57, and 59 in Signal, shall be awarded the initial positions of Material and Logistics Specialist created at the signing of this Agreement provided, at their discretion, they may exercise their displacement rights under Rule 15 within five (5) calendar days of the award.
3. Thereafter, all vacant or newly created Material and Logistics Specialist positions will be filled in compliance with Rule 19 of the Controlling Agreement and the following conditions:
 - a) The candidates must qualify in the Mechanic's class.
 - b) To be eligible for the position, candidates will be required to pass a panel interview, said panel to be selected by Management. At Carrier's discretion, the successful candidate may be required to pass written and/or practical examinations as well. A representative of the Organization shall be permitted to be present to observe and proctor the interviews and examinations.
 - c) Additional training may be provided as determined by the Carrier in the use of material inventory, requisition and other software/hardware tools as needed to complete work tasks. The headquarters rule shall not apply to such training which shall be at the location and time determined by management.
4. The 100% rate of pay shall be \$44.313 per hour, subject to modification by the negotiated general wage increases.
5. If a Material and Logistics Specialist is disqualified for any reason other than disciplinary, the disqualified employee may exercise seniority to another position as provided by the Controlling Agreement. Disqualification for any reason will prohibit an employee from subsequently applying for or being awarded a Material and Logistics Specialist position for a period of not less than three (3) years.

6. Material and Logistics Specialists shall not constitute a separate seniority roster. Material and Logistics Specialist will accrue seniority in their classification while working in the position and accrue seniority in all classes in which they hold rights as provided by the Controlling Agreement. Overtime to cover temporary vacancies shall be compensated at the established rate of pay of the vacant position or at the Material and Logistics Specialist rate of pay, whichever is higher.

Nothing in this Agreement shall be construed to prohibit the Carrier from the current practice of utilizing Mechanics from time to time and on an intermittent basis in any location for the purpose of performing material coordination and logistics duties.

AMENDMENT TO APPENDIX F-1

Signals & Communications Employee Training Program

In addition, Appendix F-1 Signals & Communications Employee Training Program: Administration Procedure, Paragraph (6) shall be amended to waive the requirement for training to take place only one (1) day per week and only on the first trick. Upon the execution of this Agreement, the Carrier shall be permitted to schedule training on all shifts and on any number of days during each week without penalty. Employees shall continue to report to the training site as headquarters and assignment for each day of training.

All other provisions of the Controlling Agreement remain in full force and effect.

Please indicate your concurrence by signing below.

Sincerely

/s/

Marilyn Kustoff
Director-Labor Relations (Administration)

I Concur:

/s/

9/29/2017

Christopher Natale, General Chairman
Brotherhood of Railroad Signalmen

Date

cc: C. Calvagna, W. Hogan, E. Koch, L. Antonietti, M. Centauro, L. Kane, K. Layne

APPENDIX F-2

August 12, 1994

Mr. William R. Saar,
General Chairman
Brotherhood of Railroad Signalmen
36 Newport Road
Island Park, NY 11558

Re: Signalmen Refresher Course (Phase 3)

Dear Mr. Saar:

This will confirm our understanding with respect to employees who are currently represented by the Brotherhood of Railroad Signalmen with regard to the arrangement and implementation of a refresher course for current BRS employees. This course, which is currently being established through the cooperative efforts of the Training Department, the Engineering Department, and the BRS, is scheduled to begin in the fall of this year. It is our understanding that this format will serve as a guide for any future training programs which the Company will give to address any new technology introduced in this field.

/s/ S. A. LaRocco
Chief Engineer

/s/ W.R. Saar
General Chairman
Brotherhood of Railroad Signalmen

APPENDIX G

March 5, 1993

Mr. William R. Saar Jr.
General Chairman
Brotherhood of Railroad Signalmen
36 Newport Road
Island Park, NY 11558

Re: Agreement Concerning the Use of Vacation Relief Positions Within the Communications and Signal Departments Represented by the BRS

Dear Mr. Saar:

After several discussions concerning the use of relief employees and the Carrier's need to cover certain vacancies, the following Agreement was reached between the Long Island Rail Road and Local 56 of the Brotherhood of Railroad Signalmen.

It is understood that there are two (2) types of relief positions. The first, Regular Relief positions, exists by virtue of Rule 1 (e) of the Controlling Agreement, which permits the Carrier to establish relief positions to cover the rest days of six (6) and seven (7)-day positions. The second, Vacation Relief positions, exists by virtue of Rule 68 of the Controlling Agreement "Vacations" (which states that employees covered by the Agreement will be governed by the Vacation Agreement of 12-17-41 and all subsequent amendments and interpretations thereto) which provides for the establishment of Vacation Relief positions.

The parties mutually understand that Vacation Relief positions will be handled in the following manner:

1. All vacation relief positions will be advertised in accordance with Rules 19 and 26 within the month of March, 1993. These positions will be awarded and assigned to the successful bidders by the second Wednesday of the month of April, 1993. Subsequent readvertisements of any vacation relief positions will be at the Carrier's discretion.
2. All vacation relief positions will be advertised as "per vacation relief schedule," and identified with a letter designation, which will describe each individual position. A "sample" Vacation Relief Position Advertisement is attached to this understanding for example purposes only.
3. The Signal Department and the Communications Department will each post a monthly vacation relief schedule fifteen (15) days prior to the month of coverage.
4. The number of vacation relief positions posted in each Department (Signal and Communications) will be discussed with the Organization on a yearly basis.
5. The Vacation Relief Employee will be required to follow his/her monthly schedule. In the event the covered employee changes positions as a result of a bump or bid, the Vacation Relief Employee will be required to cover the position the vacationing employee moves to. The Carrier reserves the right to cancel any coverage after schedule has been posted. When the Vacation Relief employee is not engaged in a Vacation Relief assignment, he/she will work his/her awarded bulletined position. The awarded bulletined position of all Vacation Relief assignments will be a "first trick, Monday to Friday" assignment, except for one (1) Assistant Foreman Vacation Relief assignment which will be a "second trick, Monday to Friday" assignment. All changes in the tour of duty or relief days of Vacation Relief Employees bulletined positions (see Paragraph 10 [below] for a definition of "bulletined"), will be made only by mutual Agreement between the Assistant Chief Engineer-Communications Signal and Power and the General Chairman, or their designated representatives. This will not diminish the Carrier's right to utilize vacation relief employees on the manner described in Paragraphs 7, 8, 9 (below) at its sole discretion. Starting time of tours of duty or "tricks" will be as provided in Rule 4 of the Controlling Agreement and will not require mutual Agreement.
6. Vacation Relief Employees may cover assignments of employees other than those of employees on vacation when required by the needs of the service. However, whenever able, Vacation Relief Employees will cover the positions of employees on vacation. Best efforts will be made to cover vacations within their own subdivision before being assigned to vacation coverage outside their

subdivision. It is understood that there will be a minimum of one (1) Vacation Relief Position established within each subdivision before multiple positions are established.

7. When it is necessary to utilize a Vacation Relief Employee to cover a vacancy not provided for in the vacation relief schedule, but on a different tour of duty from that bulletined, then the compensation will be made as provided in Rule 6(a) of the Controlling Agreement.
8. It is understood, that when it is necessary to use a Vacation Relief Employee off his/her bulletined assignment at other than his/her bulletined headquarters, then the payments provided for in Rules 40(a) and if applicable, 67(b) shall apply.
9. Employees assigned to Vacation Relief positions who are covering a scheduled vacation and who are removed from said assignment at the direction of the Carrier, except as provided in Paragraph 5 (above), and placed on another assignment other than at his or her bulletined headquarters will be allowed payment as set forth in Rules 40(a) and if applicable, 67(b).
10. Employees assigned to Vacation Relief positions who are covering a scheduled vacation and who are removed from said assignment at the direction of the Carrier, except as provided in Paragraph 5 (above), and placed on another assignment or returned from another assignment to their bulletined position, will also be allowed a four (4)-hour payment at the pro-rata rate of pay for the initial tour only, in the event they are given less than 21 hours notice of the new assignment, calculated from the starting time of the new assignment. This payment will be applied as described below (Note: the terms "bulletined headquarters," and "bulletined tour of duty" used below, refer to the headquarters and tour of duty the Vacation Relief Employee is assigned to when not providing Vacation Relief Coverage for another employee):

A. Employee Used at Bulletined Headquarters But on Other than Bulletined Tour of Duty:

Rule 6(a) (Initial Tour of Duty Only) Time and One-Half rate for all service performed.

For less than 21-hour notice: Four (4) hours at pro-rata rate for the initial tour only.

Rule 67(b) payment, if applicable.

B. Employee Used at Work Location Other Than Bulletined Headquarters and on a Tour of Duty Other Than Bulletined Tour of Duty:

Rule 6(a) (Initial Tour of Duty Only) time and one-half rate for all service performed.

For less than 21-hour notice: Four (4) hours at pro-rata rate for the initial tour only.

Rule 67(b) payment, if applicable.

Rule 40(a), two (2) hours at overtime rate of pay.

C. Employee Used at Work Location Other Than Bulletined Headquarters But On Same Tour of Duty as Bulletined Tour of Duty:

Pro-rata rate of pay, for initial eight (8) hours service performed.

For less than 21-hour notice: Four (4) hours at pro-rata rate for the initial tour only.

Rule 40(a), two (2) hours at overtime rate of pay.

Rule 67(b) payment, if applicable.

D. Employee Used at Bulletined Headquarters On Bulletined Tour of Duty:

Pro-rata rate of pay, for initial eight (8) hours service performed.

There will be no payment for less than 21-hour notification in assignments of this nature.

Payments set forth in Rules 40(a) and 67(b) will not apply.

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

Very truly yours,

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

I Concur:

/s/ William R. Saar Jr.
General Chairman
BRS

Approved:

/s/ W.A. Radziewicz
Vice President
BRS

**EXAMPLE OF ADVERTISEMENT ON BULLETINS FOR
VACATION RELIEF POSITIONS**

Position No. ___	Signal Inspector Vacation Relief A
Headquarters	Harold - SD #01 or as per relief schedule A
Rate of Pay	\$20.171 per hour
Tour of Duty	8:00 AM to 4:00 PM or as per relief schedule A
Assigned Territory	SD #01 or as per relief schedule A
Beginning of Work Week	Monday or as per relief schedule A
Assigned Rest Days	Saturday and Sunday or as per relief schedule A
Permanent	Vice: Man's Name

APPENDIX H
(As amended July 29, 2005)

November 3, 1993

Mr. William R. Saar, Jr.
General Chairman
Brotherhood of Railroad Signalmen
36 Newport Road
Island Park, NY 11558

Dear Mr. Saar:

This is to confirm our understanding of October 22, 1993, regarding the compensation rate for BRS represented employees when they are assigned to the abatement or encapsulation of asbestos material.

The required training of employees and the procedures involved in the handling of asbestos material has been resolved between the Carrier and your Organization and is attached.

The compensation rate shall be the base rate of the position plus \$2.50 per hour for all work performed on straight time. For asbestos work performed on overtime, the employee will receive his/her base rate of pay at the applicable overtime rate, plus \$2.50 per hour for the asbestos work. No overtime calculations shall be applied to the \$2.50 per hour payment.

The \$2.50 hourly rate, which shall not be included in the base rate, shall be paid for the actual hours of the encapsulation or abatement including the required prep set-up work and finish-up work at the completion of the encapsulation or abatement, with a minimum payment of \$20.00 for the employee's regular eight (8)-hour tour of duty. For all asbestos-related work performed on overtime, the employee shall receive the \$2.50 per hour payment for each portion of an hour or entire hour he/she performs asbestos-related work, as provided herein. Set-up work and finish-up work is understood to be setting up curtains, preparing equipment, suiting up, etc.

The parties further agree that the Carrier may use other than BRS members to perform asbestos abatement or encapsulation work provided that the work does not include signal or communication repair work. The Carrier's use of other than BRS members shall not require the agreement of the Organization.

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

Very truly yours,

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

I Concur:

/s/ William R. Saar, Jr.
General Chairman
Brotherhood of Railroad Signalmen

Approved:

/s/ W.A. Radziewicz
Vice President
Brotherhood of Railroad Signalmen

Attachment

cc: E. Garb, S. LaRocco, B. Finn, G. Voss, R. Olvet, S. Drayzen, M. Viscuse

APPENDIX H (CONTINUED)

November 3, 1993

ASBESTOS HANDLING AND REMOVAL TRAINING FOR BRS EMPLOYEES

1. Volunteers for training from the Signal and Communications Department will be solicited through mailings to all the employees. To date, approximately 55 employees have applied for such training.
2. Follow-up interviews with employees who have applied for training have been completed.
3. The number of employees to be trained has been agreed to and is as follows:
 - 12 Signal Department as Handlers
 - 12 Communications Department as Handlers
 - 3 Signal Department as Supervisors
 - 3 Communications Department as Supervisors
 - 30 Total employees trained**
4. Employees will be selected on Department seniority basis. Communications employees presently engaged in line work will have first priority.
5. Carrier to pay for all fees and expenses related to employee training and certification initially and as required for New York City and New York State recertification. Recertification will be on a voluntary basis.
6. The Organization waives the headquarters rule for days of required training. Carrier has indicated that training will be on LIRR property.
7. Carrier will retain an institution to be used for training that possesses the required regulations for certifying the employees.
8. The Carrier will keep a listing of all employees who are certified. No specific jobs will be advertised for asbestos-trained employees.
9. The employees will perform asbestos work in accordance with the Scope of the BRS Agreement.
10. The Carrier will provide, as per State and Federal Law, air sampling on all jobs where it is required. The Carrier will comply with all federal, state and city regulations that are applicable to asbestos removal. Further, all work performed will be in compliance with the LIRR Asbestos Mgt. Policy. It is understood that Carrier may unilaterally amend this policy at its sole discretion.
11. No bodily fluids or solids will be required by the employees for medical evaluation for purposes of this Agreement unless required by law.
12. Chest x-ray will be taken for each volunteer, to set basis for future evaluations as required by law.
13. Carrier will be responsible for medical surveillance of all employees engaged in asbestos work as required by law.
14. Employees who have been certified in the procedures involved in handling asbestos material prior to the effective date of this Agreement will be required to be available for asbestos work for a minimum of one (1) year, effective the date the employee was most recently certified as an asbestos handler. Provided he/she is not medically disqualified, employees who become certified after the effective date of this Agreement will be required to be available for asbestos work for a minimum of two (2) years, effective the date the employee was most recently certified as an asbestos handler.

APPENDIX I-1

February 26, 2002

Mr. William R. Saar, General Chairman
Brotherhood of Railroad Signalmen
36 Newport Road
Island Park, NY 11558

Re: Track Car Pilot - BRS Represented Employees

Dear Mr. Saar:

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

Effective with the signing of this Letter Agreement, when a BRS represented employee who is qualified or becomes qualified as a Track Car Pilot, said employee shall be compensated at the rate of \$1.00 per hour in addition to their contractual hourly rate of pay. It is understood that the Track Car Pilot skill differential shall be subject to and adjusted by subsequent general wage increases.

The Carrier shall provide the required Track Car Pilot training for BRS represented employees who request to be qualified based on seniority, however, the Carrier shall determine the number of Track Car Pilots to be trained based upon the needs of the service. Once qualified, a BRS represented employee must operate as a Track Car Pilot when required. Once qualified as a Track Car Pilot, the employee must maintain such qualification for a three (3)-year period. If after the three (3)-year period the employee lets his/her qualification lapse, he/she will no longer receive the \$1.00 per hour differential.

For this Track Car Pilot training only, the parties agree to waive the headquarters rule so that employees may report to the training locations other than their headquarters without travel time or additional compensation.

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

Very truly yours,

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

I CONCUR:

/s/
William R. Saar - General Chairman, BRS

cc: D.C. George, K.M. Lettow, S.M. Drayzen, S.R. DaLeo, G.M. Moran

APPENDIX I-2

October 16, 2002

Mr. Joseph T. Southard
Asst. Chief Engineer C&S
Long Island Rail Road
93-59 183 Street
Hollis, New York 11423

Re: Pilot Agreement, February 26, 2002

Dear Mr. Southard,

In reference to the above Agreement, the Organization stipulates that the Carrier will continue to utilize employees qualified as Pilots in the same fashion as they do presently. The Carrier agrees to offer Pilot training to all BRS employees who are qualified as Mechanics and above. Training will be offered to the two (2) senior employees in each sub-division of Signal maintenance and two (2) senior employees from each Signal construction gangs. Training will begin within three (3) months of the signing of this Agreement.

Until such time there is a qualified Pilot in each sub-division, the Organization will waive the Headquarters Rule when an employee is performing as a Pilot.

Very truly yours,

Mr. William R. Saar, Jr.
General Chairman BRS

I Concur:

Mr. J. T. Southard
Assistant Chief Engineer C&S

APPENDIX J

October 9, 1997

Mr. William R. Saar, Jr.
General Chairman
Brotherhood of Railroad Signalmen
36 Newport Road
Island Park, NY 11558

Re: Letter of Agreement Concerning Training for Assistant Foremen and Foremen Positions in the Communications Department

Dear Mr. Saar:

This will serve to confirm the Agreement reached between Carrier and the Organization concerning the parties' desire to train and qualify Assistant Foremen and Foremen of the Communications Department in both the maintenance and construction aspects of the Communications Department's work. It is understood and agreed that the provisions of this Agreement are only applicable to employees within the Foreman (Assistant Foreman and Foreman titles comprise the Foreman class) class of the Communications Department who have served in a supervisory capacity in the Department for a minimum of one (1) year at the time of their submission of a bid for a Foreman class position. The parties will utilize the provisions of this Agreement to assist members of the Foreman's class in their efforts to train and qualify in a sub-department of the Communications Department (i.e., either maintenance or construction) after they have been advised that they were not considered qualified to hold a position in the Foreman's class which they have bid. An employee who requests placement on one (1) of the training positions described below shall not lose seniority previously established in the Foreman's class.

An employee who submits a bid for a position in the Foreman class and who is rejected for said position by virtue of Carrier's determination that he/she does not possess the required qualification for the position, may request that he/she be placed on a training position, described below, so that he/she may obtain the necessary training to be considered qualified. The request to be placed in the training position must be filed by the employee in writing and received by the office of the Principal Manager - Communications within five (5) days following notice that the employee is not considered qualified for the position.

If more than one (1) request is received for placement in a training position following the posting of an award sheet, the employee selected for the training position will be chosen in seniority order using his Assistant Foreman or Foreman seniority date. Not more than two (2) training positions will be created per calendar year, however, at Carrier's sole discretion, the number of training positions may be increased as necessary. (It is anticipated that one (1) position will be created in construction and one (1) position created in maintenance. However, this will not restrict Carrier's ability to create two (2) positions in the same sub-department.) Additionally, Carrier need not create the training positions in the event that there is no question as to the qualifications of the senior bidder for a position.

The training positions will be unadvertised positions, exempt solely from rules governing the advertisement and awarding of positions. An employee placed in a training position will be afforded up to one (1) year to become sufficiently qualified, however, when it becomes evident to Carrier that an employee will not be able to qualify in the sub-department in question, the employee will be removed from the training position and will be required to displace onto a position for which he/she is qualified. Prior to an employee's removal from this program, the Principal Manager - Communications or his/her representative will discuss the matter with the General Chairman or his/her representative before a decision is rendered.

An employee selected for the Training position shall work as a Mechanic during the time assigned to the training position, so that he/she may learn all aspects of the work in question. At Carrier's discretion, the employee will be assigned to different gangs during the training period so as to maximize his/her exposure to various aspects of the Communications Department's operations. This training may require that the employee work on various shifts with various rest days, however, every employee assigned to a training position shall be afforded a five (5)-day work week with two (2) consecutive rest days. All aspects of the employee's training shall be determined by Carrier, however, it is understood that the Department will periodically meet with representatives of the Organization to discuss the training provided and to ascertain the Organization's comments and suggestions regarding same.

During the training, the employee will be afforded not less than five (5) days' notice of a change of his/her gang, headquarters or working hours. The employee will be eligible for overtime assignments in accordance with his/her Mechanic seniority as if he were a full working member of each gang assigned to.

During the training period, the Carrier may provide oral and/or practical examinations so that Carrier and the employee may ascertain progress in the respective areas. Failure to demonstrate progress during the training period may result in the removal of the employee from the training program. The employee will then be handled in accordance with the procedure described in the 4th paragraph of this Agreement. An employee who successfully completes his/her training may displace a junior employee in accordance with Rule 15.

Employees will be compensated at the rate of pay of the last held position for all time spent in training. Contractually provided wage progression steps will continue to apply during the training period. During the training period, Carrier may utilize the employee as an Assistant Foreman or Foreman on an as needed basis, provided Carrier has first canvassed employees holding Assistant Foremen and Foremen positions to perform service.

The Organization agrees that it will withdraw all claims and grievances it has filed concerning the employees in the Communications Department who have not been permitted to exercise seniority to Foreman class positions as a result of Carrier's determination that they did not possess the requisite qualifications.

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

Very truly yours,

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

I CONCUR:

/s/
William R. Saar, Jr.
General Chairman
Brotherhood of Railroad Signalmen

/s/
R. A. Waidler, Vice General Chairman
Brotherhood of Railroad Signalmen

APPROVED:

/s/
J. Mattingly, Vice President
Brotherhood of Railroad Signalmen

cc: F. Smith, P. Balkas, R. Dean, H. Chynsky, G. Moran, S. Drayzen, S. DaLeo, J. Hanna, D. Hughes, C. Munch

APPENDIX K

Date April 21, 1998
To All Communications Employees
From R. Dean, Principal Mgr. - Communications
Re Periodic Qualifying Test

The LIRR Communications Department and the Brotherhood of Railroad Signalmen have agreed to conduct periodic testing for the purpose of prequalifying individuals for future positions in the Mechanics class.

Testing will be scheduled twice a year with ten (10) employees being tested on each occasion. Normally, April and October will be the months in which the testing will be held. Testing will be conducted during normal working hours in accordance with Rule 56 of the BRS Agreement and may be held at other than an employee's headquarters without penalty to the Carrier. Communications employees interested in being tested for any potential position in the Communications Department will fill out the appropriate form and return it to the Office of the Engineer - Communications within thirty (30) days of notice of testing. Copies of the subjects to be covered during the test can be obtained from the Foreman at your headquarters. All candidates will be contacted regarding the scheduled time and place. Employees must pass the test prior to a bid closing date in order to be considered qualified.

Applications received after the deadline will not be considered.

Note: This Agreement does not relieve the Department from testing employees for open positions advertised throughout the year on bid sheets.

I Concur:

/s/

W.R. Saar
General Chairman
Brotherhood of Railroad Signalmen

**APPENDIX L
(Rule 12)**

CARRIER PROPOSAL TO BRS

A. Effective with the signing of this Agreement the Carrier proposes to re-establish the Helper position for Signal and Communication work in accordance with the following:

1. Helpers shall perform signal and communication work as outlined in Attachment A.
2. The top rate for incumbent Helpers is \$19.233 as of 7/1/97. Helpers hired subsequent to this Agreement shall be paid as follows:

	% of top Helper rate
1 st 365 Calendar Days	70%
2 nd 365 Calendar Days	75%
3 rd 365 Calendar Days	80%
4 th 365 Calendar Days and thereafter	85%

3. Helpers must qualify as Assistant Signalmen within the first four (4) years of employment as a Helper. Should a Helper be unable to qualify as an Assistant Signalman then he or she shall, subject to mutual Agreement of the parties remain a Helper. Should the parties not agree to the employee remaining a Helper the employee shall be terminated. Upon request of the Helper, consideration for alternate LIRR employment shall be given to employees who are terminated from employment. This consideration will only be made to those individuals who have successfully completed their probationary period.
4. Training classes (not to include Phase II training) for Helpers will be scheduled by the Carrier during the first four (4) years of employment. Helpers shall attend such training classes without compensation at other than their scheduled work hours. Normally this training shall be scheduled as one (1) eight (8)-hour session or two (2) four (4)-hour sessions per week.
5. The position of Assistant Signalman is considered a career opportunity position. All such vacancies will be posted. Only those employees who have successfully completed their probationary period and passed the Assistant Signalman's test may apply for transfer to the Assistant Signalman position(s). The Carrier shall have the right to modify this provision, so that an employee may be eligible for transfer to an Assistant Signalman position before he/she has completed the one (1)-year probationary period. This will not serve to modify the length of the probationary period, which is presently one (1) year. An employee's work, safety, attendance and discipline record will be considered in the Carrier's final determination of those selected for the Assistant Signalman position(s).
6. For the period of time employed as a Helper, the employee will be required to maintain a valid New York State Driver's License.
7. Helpers may be assigned to different headquarters and gangs without the necessity of following the procedures outlined in Rules 19, 20, 22, and 26. In this regard, they may be moved to different gangs/headquarters at Carrier's discretion, provided the employee is afforded a minimum of three (3) days' notice except in emergency situations. Rule 23 shall only apply to Helpers when making application to a higher position. Employees in the Helper classification may be utilized in either the Signal or Communications Departments in maintenance and/or construction, as specified above and below. Helpers may be assigned to work in maintenance with a Mechanic and Assistant Signalman in accordance with the following:
 - a. Not more than one (1) Helper will be scheduled to work with a Mechanic and Assistant Signalman.
 - b. If the Assistant Signalman calls in sick or is otherwise not available to work with the Mechanic, the Helper may continue to be assigned to the Mechanic for up to five (5) working days. Thereafter either an Assistant Signalman will be assigned to the Mechanic or the Helper will be reassigned.
 - c. If the Mechanic calls in sick or is otherwise not available to work, the Carrier will call in a Mechanic on overtime or will reassign the Assistant Signalman and/or Helper to another Mechanic. Should a Mechanic be assigned four (4) or more Assistant Signalman and/or

Helpers, the Mechanic shall receive the Assistant Foreman rate of pay for that shift. However, the Mechanic shall still be required to use tools and work as a Mechanic. No other upgrades shall be required.

NOTE: There shall be no limitation to the number of Helpers assigned to construction Gangs.

8. The Carrier may hire Assistant Signalmen or Helpers at its sole discretion. However, the Carrier shall promote any Helper who has passed the Assistant Signalman test before hiring an Assistant Signalman from the street. Further, Helpers hired under this Agreement shall not be permitted to permanently revert to the Helper classification as provided in Rule 31.
9. This proposal will encompass employees hired after the date of this Agreement and will not include present incumbents of the Signal Helper title.
10. The provisions of Rule 29(a) concerning the method of promotion of employees from Helper to Assistant Signalmen are amended for Helpers as follows:

When a Helper successfully qualifies and is promoted to Assistant Signalman he/she shall not have their hourly rate reduced. If the Helper's current hourly rate is higher than the entry rate for Assistant Signalman, then the Helper's hourly rate shall continue to apply for the next 365 calendar days at which time the next step in the Assistant Signalman's salary progression shall take affect.

B. The Carrier agrees to permanently upgrade the BRS-represented positions on the Signal Desk from Assistant Foreman to Foreman. Such Foreman jobs shall be posted for bid on January 2, 1998.

C. Effective with the signing of this Agreement, the parties agree to amend Rule 5 so that headquarters may be established at any of the current 18 signal maintenance locations (see Attachment B) for construction forces in either the Signal or Communication Departments or both simultaneously.

D. The Carrier agrees to pay effective March 4, 1998 a .50¢ per hour skill differential in the basic hourly rate to the following BRS-represented employees:

- Foreman
- Assistant Foreman
- Communications Cable Splicer
- Communications Technician
- Communications Technician Installer
- Signal Technician
- Radio Technician
- Wire Chief
- Maintainer - Signal
- Maintainer - Communication and Signal
- Signalman
- Signal Inspector

FOR THE LONG ISLAND RAIL ROAD

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

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

FOR THE ORGANIZATION

/s/

William R. Saar, Jr.
General Chairman
Brotherhood of Railroad Signalmen

/s/

R. A. Waidler, Vice General Chairman
Brotherhood of Railroad Signalmen

APPROVED:

/s/

J. Mattingly, Vice President
Brotherhood of Railroad Signalmen

December 24, 1997

ATTACHMENT A

The duties and responsibilities of a Signal Helper will be:

Excavate along right of way for installation of signal and communication cables, air lines and foundations for signal and communications equipment. Trim trees, cut brush and paint various signal and communications equipment and drive Carrier vehicles. Helpers may drive Carrier vehicles to pick up and drop off material, position vehicles, pick up and deliver vehicles for service and other such driving but not for the purpose of dropping off and picking up Gangs. Not more than two (2) Helpers may be assigned to this type of driving per vehicle. Maintain poles, provide protection for gangs in accordance with LIRR rules and Roadway Worker Safety rules and all other duties normally considered as signal and communications work.

ATTACHMENT B

HEADQUARTERS

1. Harold
2. WSSY
3. Bayside
4. Richmond Hill
5. Brook
6. Jay
7. Hall
8. Divide
9. Nassau
10. Huntington
11. Valley
12. Queens
13. Babylon
14. Port
15. Ronkonkoma
16. Deer Park
17. Southampton
18. Riverhead

NOTE: The parties agree that a desk will be provided at these headquarters locations.

APPENDIX M-1

August 22, 1997

Mr. William R. Saar, Jr.
General Chairman
Brotherhood of Railroad Signalmen
36 Newport Road
Island Park, NY 11558

Dear Mr. Saar:

This refers to the proposed Agreement discussed August 5 and 11, 1997, concerning the installation of a fiber optic network along the Long Island Rail Road Company (LIRR) right of way; the length of which is shown on the attached diagram. This Agreement and any work hereunder are made on a non-precedent basis and shall not be cited by either party with reference to any future work or future dispute (except as necessary in order to enforce this Agreement). The BRS was advised that Carrier will be entering into a License Agreement with MFS Communications (MFS), wherein MFS will arrange to construct and maintain a fiber optic network along the LIRR right of way.

In connection with the proposed License Agreement with MFS to construct and maintain this network, and without waiver of the parties' positions concerning the future installation of fiber optics, the following Agreement has been reached in resolution of any and all issues associated with this network:

LIRR will serve as a subcontractor for MFS, utilizing BRS-represented forces, to construct fiber optic facilities owned by MFS along the LIRR right of way between Great Neck and Port Washington. This section of the fiber optic network will be maintained by MFS when construction is completed.

Carrier may establish a temporary construction headquarters at Port Washington for BRS forces who will perform the construction work associated with the Great Neck to Port Washington segment of the fiber optic network. This headquarters will be established in accordance with Rules 19, 20 and 26 of the BRS-LIRR Collective Bargaining Agreement.

At locations along MFS' fiber optic network where it is necessary to make a "drop" of railroad-dedicated fibers into a LIRR substation, building, or signal/ communications case, BRS-represented forces shall install and maintain the drop cable (provided by MFS) and end equipment, located in the facility.

When necessary for MFS to utilize a LIRR high-rail vehicle in conjunction with the construction of their fiber optic network, a BRS-represented pilot shall be assigned to the vehicle, provided the BRS-represented employee is available. Additionally, for other than the Great Neck to Port Washington segment of the construction, Carrier shall assign a BRS-represented employee for the purpose of protecting LIRR cable(s) during those days of active construction of the fiber optic network.

The parties agree that the installation and maintenance of the fiber optic network by MFS, as described in the License Agreement between MFS and the LIRR, is in accordance with and not in violation of the Scope Rule of the BRS-LIRR Collective Bargaining Agreement.

In the future, the parties agree that if the fiber optics network is expanded, Carrier and BRS representatives will meet to discuss BRS-represented forces being utilized to perform any or all of the construction and/or maintenance work associated with the network expansion. It is understood, however, if Agreement between Carrier and the BRS is not reached, the expansion may proceed and the BRS retains the right to grieve the network expansion, in accordance with Rules 50 and 51 of the BRS-LIRR Collective Bargaining Agreement.

If MFS requests that Carrier provide employees to satisfy the employee protection requirements of the Roadway Worker Protection regulations, as set forth in 49 CFR Part 214, Carrier will arrange to utilize employees represented by the BRS for this service.

In the event MFS does not accept the distribution of work described above, this Agreement shall be void.

Upon finalization of the LIRR-MFS Agreement for construction and use of the fiber optic network, Carrier will furnish a copy of the LIRR-MFS Agreement to the BRS. Within three (3) business days of the BRS' receipt of the LIRR-MFS Agreement, the BRS will notify Carrier of its decision to approve or disapprove of the instant

Agreement between Carrier and the BRS. If the BRS disapproves or does not respond within the three (3) business days' period, this Agreement shall be considered void.

If the foregoing meets your approval, please affix your signature in the space provided.

Very truly yours,

/s/ G. M. Moran
Acting Vice President - Labor Relations

attachment

I CONCUR:

/s/ William R. Saar, Jr.
General Chairman
Brotherhood of Railroad Signalmen

/s/ Leonard Jones
General Secretary/Treasurer, BRS

/s/ Robert Waidler
Vice General Chairman, BRS

/s/ Robert Porter
Local Chairman, BRS

APPROVED:

/s/ J. R. Mattingly,
International Vice President, BRS

**APPENDIX N
(Rule 5)**

December 5, 2000

Mr. William Saar, Jr.
General Chairman
Brotherhood of Railroad Signalmen
36 Newport Road
Island Park, NY 11558

Re: Garden City Headquarters

Dear Mr. Saar:

This is to confirm our Agreement regarding the Garden City Headquarters located in the Garden City Team Yard at Stewart and Commercial Avenues. A new employee facility building, including a signal hut fabrication area will be constructed at this site. Effective with November 1, 2001, the parties agree to substitute Garden City for Hicksville in those locations permitted under Rule 5(c). Signal construction forces will transition to the new headquarters from June 1 to November 1, 2001 for a maximum of twelve (12) employees, including one (1) Foreman. Thereafter, Signal and Communications forces for construction may be bulletined at the Garden City headquarters at the sole discretion of the Carrier.

Additionally, the parties agree that BRS represented employees of the Carrier shall perform all the internal wiring and installation of relays and associated signal/communication appliances in the next fifty (50) interlocking and crossing control signal huts scheduled to be received before 2006. These fifty (50) huts are exclusive of the Valley Interlocking and West Hempstead Branch huts (approximately 20 huts). The Carrier will advise the Organization on the status of the fifty (50) huts quarterly until complete.

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

Very truly yours,

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

I Concur:

/s/
William R. Saar, Jr.
General Chairman, BRS

Approved:

/s/
D. M. Boston
Int'l. Vice President, BRS

cc: D. C. George
K. M. Lettow
S. M. Drayzen
G. Moran

**APPENDIX O-1
(Rule 77)**

MEMORANDUM OF AGREEMENT

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

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

This Agreement is subject to approval of the Court that appointed the Trustee.
(Signatures not reproduced)

This Agreement is entered into this fifteenth day of July, 1952, by and between William Wyer as trustee of the property of The Long Island Rail Road Company, Debtor, hereinafter referred to as the Carrier, and the employees of the aforesaid Debtor Company represented by the Labor Organizations signatory hereto in disposing of the requests presented in notices served upon the Carrier by the aforesaid Labor Organizations on behalf of the employees represented by them on or about February 5, 1951, of their desire to negotiate Union Shop and Check-Off Agreements.

IT IS AGREED:

1. 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.

2. (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 furloughed on account of force reduction 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 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 they shall, as a condition of their continued employment subject to such Agreements, be required to become and remain members in good standing in the Organization representing their class or craft within thirty (30) days from date of their return to such service.

(b) The seniority status and rights of employees furloughed to service in the Armed Forces shall not be terminated by reason of any of the provisions of this Agreement but such employees shall, upon resumption of employment, be governed by Section 1 of this Agreement.

3. 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.

4. The various Labor Organizations will keep account of the employees in the classes or crafts described in paragraph 1 hereof, and will ascertain the status of such employees under the membership requirements of this Agreement. The Carrier shall, however, furnish to the interested General Chairman, in writing, within ten (10) calendar days of beginning of employment, the names and addresses of all employees entering the service in the classes or crafts described in paragraph 1 hereof, after the effective date of this Agreement.

5. (a) The interested General Chairman will notify the Director-Labor Relations, in writing, of the identity of any employee whose employment he/she requests be terminated by reason of failure to comply with the terms of this Agreement. Upon receipt of such notice and request, the Director-Labor Relations will, as promptly as possible, but within ten (10) calendar days of such receipt, notify the employee concerned, in writing, by certified letter, return receipt requested, sent to his/her last recorded address, that he/she is charged with failure to comply with the terms of this Agreement. Copy of such notice shall also be given to the interested General Chairman. Any 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 Director-Labor Relations, in writing, to accord him/her a hearing. Such request shall be honored by the Director-Labor Relations and a date set for the hearing as soon as possible but within ten (10) calendar days of the date of receipt or request therefor. Copy of notice of such hearing shall be given to the interested General Chairman. The receipt by the Director-Labor Relations of a request for a hearing shall operate to stay action on the request of the interested General Chairman for termination of the affected employee's service until the hearing is held and a decision is rendered. In the event the employee concerned fails to request a hearing as provided for herein, he/she shall forfeit all seniority under the applicable Rules Agreement and his/her service under that Agreement shall be terminated at the end of a period of ten (10) calendar days from the date of receipt by the employee of the notice from the Director-Labor Relations that he/she has not complied with this Agreement, unless otherwise agreed to, in writing, by the Director-Labor Relations and the interested General Chairman.

(b) Based on the evidence produced at the hearing, a decision shall be rendered within ten (10) calendar days of the hearing date and the employee and the interested General Chairman shall be promptly advised thereof. A transcript of the record at such hearing will be made and a copy thereof shall be furnished to the interested General Chairman and the employee involved. If the decision is that the employee has not complied with the terms of this Agreement, he/she shall forfeit all seniority under the applicable Rules Agreement and his/her service under that Agreement shall be terminated within ten (10) calendar days of the date of said decision, unless the Director-Labor Relations and the interested General Chairman agree otherwise in writing.

(c) The decision of the Director-Labor Relations shall be final and binding unless within ten (10) days after written notice of the decision of said officer, he/she is notified in writing, by the interested General Chairman that his/her decision is not accepted. In the event the Director-Labor Relations' decision is rejected, further procedure will be had as agreed upon by the parties hereto within ten (10) calendar days.

(d) The interested General Chairman shall have the right to be present at, and participate in, any hearing pursuant to this Agreement.

(e) Discipline rules contained in the Rules Agreements of the Labor Organizations signatory hereto shall not apply to cases arising under this Agreement.

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 determination of whether a qualified replacement is available shall be made jointly by the Director-Labor Relations and the General Chairman of the Organization involved. The Carrier may not, however, retain such employee in service under the provisions of this paragraph for a period in excess of ninety (90) calendar days from the date of the Organization's original notice. Employees whose service is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights.

7. The Labor Organizations signatory hereto shall indemnify and save harmless this Carrier in any and all claims for loss, disability or damage resulting through the compliance of the Carrier with this Agreement.

8. No part of this Agreement shall be used in any manner whatsoever as a basis for a grievance or time claim by or on behalf of any employee; and no part of any Rules Agreement covering rates of pay and working conditions shall be used as a basis for a grievance or time claim by or on behalf of any employee predicated upon alleged violation, misapplication or non-compliance with any part of this Agreement relating to Union Shop.

9. The Check-Off Union dues notice filed with the Carrier by the Labor Organizations signatory hereto shall be subject to further negotiation between the parties hereto.

10. This Agreement is subject to approval of the court that appointed the Trustee who will recommend its approval.

11. This Agreement shall become effective August 1, 1952, and shall remain in full force and effect thereafter until revised or amended in the manner prescribed by the provisions of the Railway Labor Act, as amended.

Signatures not reproduced.

APPENDIX O-2

This Agreement is entered into by and between The Long Island Rail Road Company, hereinafter referred to as the "Carrier" and the International Brotherhood of Railroad Signalmen 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 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) Deduction 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 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 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 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 (1) 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 deductions 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 the date indicated below, and shall remain in effect until altered, changed or canceled in accordance with Railway Labor Act, as amended.

Effective: 10-1-74 Jamaica, New York

Signatures not reproduced.

**CHECK-OFF AGREEMENT BETWEEN
THE LONG ISLAND RAIL ROAD COMPANY
AND
BROTHERHOOD OF RAILROAD SIGNALMEN**

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 Brotherhood of Railroad Signalmen, Lodge No. 56, 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 Brotherhood of Railroad Signalmen, Lodge No. 56, or successors in monthly statements, certified by the BRS, as provided under the Deduction Agreement entered into by and between the Organization and the Carrier and I hereby authorize the Carrier to deduct from my wages all such sums and pay them over to such designated representative of the Organization in accordance with said Deduction Agreement.

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

Date _____

Signature _____

**CHECK-OFF AGREEMENT BETWEEN
THE LONG ISLAND RAIL ROAD COMPANY
AND
BROTHERHOOD OF RAILROAD SIGNALMEN**

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 Brotherhood of Railroad Signalmen, Lodge No. 56, 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 _____

IBM # _____

**CHECK-OFF AGREEMENT BETWEEN
THE LONG ISLAND RAIL ROAD COMPANY
AND
BROTHERHOOD OF RAILROAD SIGNALMEN**

ATTACHMENT "C"

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

The undersigned, Secretary-Treasurer, Brotherhood of Railroad Signalmen, Lodge No. 56, 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 Brotherhood of Railroad Signalmen, Lodge No. 56, for the month of _____ by the respective employees of the aforesaid company, listed below; and, upon the individual written assignment of any such employee, the aforesaid company may properly deduct from any wages due and payable to such employee, the total amount listed opposite his name.

Financial Secretary-Treasurer

For Company Use Only

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

APPENDIX P-1

March 15, 2002

Mr. William R. Saar, General Chairman
Brotherhood of Railroad Signalmen
36 Newport Road
Island Park, NY

Re: Creation of Communications Inspector Positions

Dear Mr. Saar:

This is in reference to the Communications Department's plan to create Communications Inspector positions within the Communications Department.

The qualifications and job responsibilities for these positions are attached hereto as Attachment A.

It was agreed that the rate of pay for these positions will be equal to the Signal Inspector rate of pay.

It was further agreed that those employees who are presently qualified as "Installer-Technicians" (names listed on Attachment B), and who are compensated at the Communications Technician rate of pay, will continue to receive that rate of pay for the duration of their employment in the Communications Department, when they own positions advertised as Communications Technician or Communications Inspector.

Communications Splicer positions will be considered to be abolished within sixty (60) days from the signing of this Agreement. These positions will hereinafter be re-advertised as Communications Inspector positions and awarded in accordance with the current Agreement. Carrier may provide classroom training to those awarded these positions, if necessary, as determined by Carrier. Determination as to the duration, scope and type of training offered shall be made by Carrier. Employees awarded these positions will receive the Communications Inspector rate of pay, effective the date they are placed in the position. In the event an employee presently employed as a Splicer is awarded one (1) of these positions and subsequently cannot qualify as a Communications Inspector, he/she will be retained as a Splicer at the Splicer rate of pay, until he/she leaves that Splicer position for any reason. When the last individual who holds a Splicer position vacates same for any reason, the Splicer classification is considered eliminated.

Employees who are qualified as Cable Splicers will be considered qualified to make application to a bulletined Communications Inspector position. The open position will be awarded based solely on seniority in the Mechanic's class. If the position is awarded to a Cable Splicer, he/she may be given the necessary classroom training in order to qualify for the Communications Inspector position. If classroom training is not available, the employee will be afforded up to six (6) months field training to enable him/her to qualify. Periodic evaluations will be provided the employee by Carrier. An employee, in field training, who receives an unsatisfactory evaluation will be afforded not more than ten (10) working days to improve on areas considered unsatisfactory to the Carrier. Failure to show adequate progress shall result in disqualification and the employee will be retained as a Cable Splicer.

The intent of this Agreement is that the Communications Inspector position is being established to afford employees hands-on training with equipment needed for the construction, maintenance and installation requirements of Carrier in the Communications Department. Our goal is that employees who successfully qualify as Communications Inspectors will thereafter qualify as Communications Technicians in the Communications Department.

If the foregoing is agreeable to the Organization, please affix your signature in the space provided below.

Very truly yours,

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

Attachments

I Concur:

/s/ 4/12/02
William R. Saar, Jr.
General Chairman-BRS

Approved:

/s/
Dennis Boston
VP Northeast – BRS

Concur:

/s/
Leonard Jones
General Secretary/Treasurer

/s/
Robert Waidler
Vice General Chairman

/s/
William Fishedick
Local Chairman

/s/
Craig Eisenberg
Local Chairman

/s/
Arthur Olson
Local Chairman

/s/
Michael Babiak
President – Local 56

cc: F. Olsen-Tank, M. Lettow, S. DaLeo, C. Calvagna, J. Bruce, M. Boyce, L. Estabrook,
J. Bernet, Labor Relations Staff, S. Romeo

**JOB DESCRIPTION
COMMUNICATIONS DEPARTMENT**

Position: Communications Inspector

Summary of Duties:

Required to read and understand plans, diagram, prints and schematic for construction and maintenance of pole lines/conduit systems/cables and Communication Equipment.

Qualified to perform all phases of pole line construction work required of a Communications Signaller, including pole climbing and a working knowledge of all equipment, including but not limited to supervisory circuits, audio amplifiers, security and fire alarm systems, data circuits, T1 circuits, plus all other equipment generally recognized to be communications equipment.

Skills, Knowledge, Abilities:

- Must be able to demonstrate mechanical ability and manual dexterity in the repair and installation of:
- Fiber and copper cable splices, which include various types of enclosures from different manufacturers, in-line connector, grounding straps, etc.
- Terminal Cans – Installation of terminals and arrestor, terminate cable.
- Make up crotch splice – straights and butts.
- May be required to possess a NYS CDL-B driver's license.
- Terminate single-mode and multi-mode fibers.
- Prepare and install fiber termination shelves.
- Prepare and install all types of communication cables, as it pertains to maintenance requirements.
- Pipe bending and installation.
- Speaker installation/terminations.
- Installation and wiring of all types of AVPA (audio visual public address) equipment.
- Communication equipment, including but not limited to:
 - Channel Banks
 - SONET nodes
 - ATM nodes
 - Batteries and racks
 - Equipment racks
 - Other equipment deemed communications equipment
 - Integrated access devices
- Must be able to demonstrate knowledge and understanding of all specialized tools used in performance of fiber and copper cable splicing.
- Must be able to demonstrate ability to install communications electronics in all environments. (i.e. signal, substations, passenger stations, buildings, etc.)
- Must possess a working knowledge of outside plant construction and be a qualified Signaller.
- Understands basic AC/DC theory.
- Understand copper and fiber protection schemes and equipment.

- Qualified to use and operate test equipment such as: Simpson VOM, Fluke VOM, fiber optic fusion splicer, fiber power meter, optical time domain reflectometer (OTDR), time domain reflectometer (TDR), transmission measuring test set, dial test set, talk box, gas tube tester, data test set and cable fault finder and have a clear understanding of the theory of operation of such equipment.
- Qualified to troubleshoot Railroad fiber and copper cable problems and change copper pairs or fibers if necessary.

NOTE: *As per the June 6, 2013 Agreement, the requirement to climb with gaffs is removed from the Communications Inspector job description. All other requirements attributed to Signalman shall remain in effect, including climbing a stepped pole, ladder, working at height from a bucket, digging, etc. Inspector qualification tests may be modified by the Carrier.*

Attachment B to Letter of Agreement

Re: Creation of Communications Inspector Positions

Dated November 27, 2001

<u>Name</u>	<u>IBM #</u>
J. McIntosh	26189
T. Degratto	25836
P. Prusinski	16741
D. Saccoccio	26619
R. Greene	28268
H. Forte	28267
C. Eisenberg	25743
B. Lawlor	25646
W. Bandows	24241
K. Miller	29270
S. Merete	29402
R. Dorfman	29039

APPENDIX P-2

July 19, 2002

Mr. William R. Saar, General Chairman
Brotherhood of Railroad Signalmen
36 Newport Road
Island Park, NY 11558

Re: March 15, 2002 Agreement (Creation of Communications Inspector Positions)

Dear Mr. Saar:

This will clarify the parties' intent, as set forth in the March 15, 2002 Agreement signed by the BRS on April 12, 2002).

Paragraph 4 of that Agreement will be understood as follows: If an employee listed on Appendix B voluntarily bids for and is awarded another position, he/she will receive the rate of pay of the position he/she occupies.

Additionally, Messrs. K. Miller, S. Merete, R. Dorfman, R. Greene and H. Forte are considered to be covered by the provisions of Rule 63 of the Agreement.

If the foregoing properly reflects our understanding, please sign in the spaces provided.

Very truly yours,

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

We Concur:

/s/
W. R. Saar 7/19/02
General Chairman

/s/
R. A. Waidler 7/19/02
Vice General Chairman

Approved:

/s/
Dennis Boston
VP-Northeast – BRS

cc: C. Calvagna, J. Bruce, M. Boyce, J. Bernet, Labor Relations Staff

**APPENDIX Q
(Rule 5)**

May 24, 2005

Mr. Christopher Natale, General Chairman
Brotherhood of Railroad Signalmen
20 Grant Place
Patchogue, NY 11772

Dear Mr. Natale:

This refers to our May 6, 2005 meeting during which the following understanding was reached:

- Carrier may establish an East Side Access project headquarters at Long Island City.
- Carrier may establish a headquarters at Speonk and, in the future, at Grand Central Terminal in Manhattan.
- Carrier may establish one (1) floating headquarters for signal and/or communications projects in either Nassau or Suffolk county, said headquarters to be on or adjacent to LIRR property. (Note: Communications Maintenance Gangs who perform only construction work may also be assigned to the floating headquarters to perform such construction work.)
- Effective January 1, 2007, Carrier may establish a second floating headquarters for signal and/or communications projects in either Nassau or Suffolk county, said headquarters to be on or adjacent to LIRR property. (Note: Communications Maintenance Gangs who perform only construction work may also be assigned to the floating headquarters to perform such construction work.)
- It is understood and agreed that the floating headquarters will be subject to the provisions of Rule 5(a), (b), (d), (e) and (f). It is further understood that Carrier shall be permitted to change the locations of these floating headquarters based on Carrier's operational requirements. Additionally, the positions worked from the floating headquarters will be posted and awarded in accordance with Rules 19, 20 and 21, as applicable.
- The BRS agrees to withdraw with prejudice all claims and grievances filed concerning the Babylon State Storeroom headquarters. The BRS recognizes that this facility is part of the Babylon headquarters.
- Following approval of this Agreement by the Organization, effective May 25, 2005, the hourly rates of pay for all BRS-represented employees, except Helpers and Assistant Signalmen, shall be increased by \$.50 per hour.

If you agree with the foregoing, please affix your signature in the space provided.

Very truly yours,

/s/
G. M. Moran
Vice President – Labor Relations

I CONCUR:

/s/
Christopher Natale, 5/24/05
General Chairman Date

/s/
Jon Young,
Local Chairman
Approved: 5/24/05
Date

/s/
D. M. Boston,
Vice President 5/24/05
Date

cc: J. Dermody, R. P. Kenny, A. Cosenza, J. Finn, C. Calvagna, R. Freiburger, S. Daleo,
S. M. Drayzen, M. Capone, L. Fudzinski, K. Layne

APPENDIX R

December 14, 2007

Mr. Christopher Natale
General Chairman
Brotherhood of Railroad Signalmen
P.O. Box 812
Babylon, NY 11702-0812

Re: Definition of Regular Wages

Dear Mr. Natale:

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/
Christopher Natale, General Chairman
Brotherhood of Railroad Signalmen

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 S

February 1, 2008

Mr. Christopher Natale, General Chairman
Brotherhood of Railroad Signalmen
P.O. Box 812
Babylon, NY 11702-0812

RE: Establishment/Continuance of Relief Assignments with Short Swing Relief Days

Dear Mr. Natale:

This letter will serve to confirm your January 18, 2008 discussions with Chris Calvagna regarding the establishment/continuance of relief assignments with short swing relief days.

It is understood that the Carrier will be permitted to establish relief positions and maintain existing relief positions with less than 72 hours between the starting time of an assignment on the fifth workday and the time the assignment begins on the first workday of the following workweek, with the understanding that overtime for relief day work for relief assignments will be computed using calendar days in lieu of the 24-hour clock recognized by the parties to identify a workday.

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

Relief Assignment #1

Wed. – Thurs.:	Relief Days
Fri. – Sat.:	Midnight – 8:00 am
Sun.:	8:00 am – 4:00 pm
Mon. – Tues.:	4:00 pm – Midnight

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

It is understood that this Agreement covers relief day overtime work and does not change/modify or amend Rule 6 (b) that permits Carrier to establish relief assignments during the workweek with back-to-back shifts, or shifts with minimal time off without penalty.

Lastly, the Organization agrees to withdraw Claim No. SG-24-07 with prejudice.

Should this correctly reflect our understanding, please sign in the space provided below and return the original to the undersigned.

Very truly yours,

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

I Concur:

_____/s/
Christopher Natale, General Chairman

2/20/08
Date

cc: S. Drayzen, R. Agritelley, B. Finn, C. Calvagna, D. Weyhreter, W. Hogan, M. Boyce,
M. Biuso, L. Kane, K. Layne

APPENDIX T
(Rules 40 and 46)

February 16, 2010

Mr. Christopher Natale, General Chairman
Brotherhood of Railroad Signalmen
P.O. Box 812
Babylon, NY 11702-0812

RE: Your Letter of February 9, 2010

Dear Mr. Natale:

This refers to your February 9, 2010 letter faxed to, and received in my office on February 9, 2010 (copy enclosed herewith) wherein you request language be added to the current Collective Bargaining Agreement, Rule 40.

As you are aware, you called my office on February 9, 2010, questioning Carrier's Agreement with the IBEW and IRSA concerning seventh day double time, specifically when a holiday falls during a workweek. You stated you wanted the same language the IBEW and IRSA agreed to in their respective Agreements.

As I explained to you, those Agreements defined workdays across relief days and addressed other seventh day double-time issues. I also explained there has been a longstanding Labor Relations interpretation of the seventh day double-time rules and they were discussed with the Engineering Department in the latter part of last year that addressed the issue you raised to me.

I have enclosed for your files a copy of a letter dated October 30, 2009, addressed to acting Chief Engineer John Postorino regarding seventh day double time and Labor Relations' interpretation that an employee directed to stay home by the Carrier on a holiday will not be disqualified for seventh day double time, provided they qualify for holiday payment and have fulfilled all other contractual requirements for second rest day double-time payment.

Should you have any questions, please contact me on Extension 7405.

Very truly yours,

/s/

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

Attachments

cc: S. M. Drayzen, R. Agritelley, R. Puciloski, C. Calvagna, D. Weyhreter, S. Daleo, M. Biuso, L. Kane, K. Layne

Date: October 30, 2009
To: John Postorino, Acting Chief Engineer
From: M. D. Chirillo, Director-Labor Relations (Administration)
Re: **Seventh Day Double Time**

Labor Relations was asked by your Department to provide an interpretation of the seventh day double-time rule specifically when a holiday falls during an employee's workweek.

On October 9, 2009, Labor Relations met with the Assistant Chief Engineer – Planning and Administration and other Engineering Department administrative staff members to discuss the issue. At that meeting, the Labor Relations Department went over their long-standing interpretation of the rule and shared with the Department Labor Relations and the National Railway Labor Conference letters in support of their interpretation.

The seventh day double time question is as follows:

1. When a holiday falls during a workweek, does an employee who has otherwise qualified for second relief day double time have to work their regular hours on the holiday to qualify for the double time?

Engineering's practice has been "to pay employees who otherwise qualify for second relief day double time if they work all their regular hours on the holiday."

The applicable rule reads:

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

For over twenty-five (25) years, the Labor Relations interpretation of this issue has been that a holiday does not disqualify an employee for second relief day double-time pay, provided the employee qualifies for holiday pay and has worked all the remaining hours of their assignment and some time on their first relief day.

The employee would not qualify for second relief day double time if he/she did not qualify for holiday pay or was scheduled to work the holiday (24/7 type operation) and failed to work the full day, or the time worked on the second relief day was emergency work.

Labor Relations' interpretation was based on the national interpretation of the rule (our seventh day double-time rule comes from the National Agreements). As information, the Mechanical Department has historically compensated employees in accordance with the National interpretation.

Some examples of our interpretation are as follows utilizing a regular assignment of Monday through Friday with a regular tour of 8:00 am - 4:00 pm, Saturday and Sunday relief days.

Example No. 1

Friday – Employee works 8:00 am – 4:00 pm
Monday – Holiday, Employee scheduled to be off for the Holiday
Tuesday – Employee works 8:00 am – 4:00 pm
Wednesday – Employee works 8:00 am – 4:00 pm
Thursday – Employee works 8:00 am – 4:00 pm
Friday – Employee works 8:00 am – 4:00 pm
Saturday – Employee works 8:00 am – 4:00 pm
Sunday – Employee works 8:00 am – 4:00 pm
This employee qualifies for seventh day double time.

Example No. 2

Friday – Employee D/S

Monday – Holiday, Employee scheduled to be off by the Carrier¹

Tuesday – Employee works 8:00 am – 4:00 pm

Wednesday – Employee works 8:00 am – 4:00 pm

Thursday – Employee works 8:00 am – 4:00 pm

Friday – Employee works 8:00 am – 4:00 pm

Saturday – Employee works 8:00 am – 4:00 pm

Sunday – Employee works 8:00 am – 4:00 pm

This employee fails to qualify for double time since he/she did not bridge the holiday and does not qualify for holiday pay.

Example No. 3

Friday – Employee works 8:00 am – 4:00 pm

Monday – Holiday, Employee works 8:00 am – 3:00 pm and the Employee was scheduled to work their regular assignment

Tuesday – Employee works 8:00 am – 4:00 pm

Wednesday – Employee works 8:00 am – 4:00 pm

Thursday – Employee works 8:00 am – 4:00 pm

Friday – Employee works 8:00 am – 4:00 pm

Saturday – Employee works 8:00 am – 4:00 pm

Sunday – Employee works 8:00 am – 4:00 pm

This employee fails to qualify for seventh day double time since he/she failed to work all the hours of his/her assignment on Monday.

Example No. 4

Friday – Employee works 8:00 am – 4:00 pm

Monday – Holiday, Employee was scheduled for and works 7:00 am – 3:00 pm

Tuesday – Employee works 8:00 am – 4:00 pm

Wednesday – Employee works 8:00 am – 4:00 pm

Thursday – Employee works 8:00 am – 4:00 pm

Friday – Employee works 8:00 am – 4:00 pm

Saturday – Employee works 8:00 am – 4:00 pm

Sunday – Employee works 8:00 am – 4:00 pm

This employee qualifies for seventh day double time.

Example No. 5

Friday – Employee works 8:00 am – 4:00 pm

Monday – Holiday, Employee scheduled to be off for the Holiday

Tuesday – Employee works 8:00 am – 4:00 pm

Wednesday – Employee works 8:00 am – 4:00 pm

Thursday – Employee works 8:00 am – 4:00 pm

Friday – Employee works 8:00 am – 4:00 pm

Saturday – Off

Sunday – Employee works 8:00 am – 4:00 pm

This employee does not qualify for seventh day double time since he/she didn't work their first relief day.

Example No. 6

Friday – Employee works 8:00 am – 4:00 pm

Monday – Holiday, Employee scheduled to be off for the Holiday

¹ In some locations coverage on holidays is required due to the needs of service. On these holidays, Carrier may be operating with a reduced workforce. In these instances, some or all of the employees may volunteer or be directed to work. Those who are directed to work or who volunteer (accept an assignment) are required to work all the hours of the holiday assignment to qualify for seventh day double time. Employees at those locations who have not volunteered or were directed to work are not disqualified for seventh day double time provided they meet all the other qualifying criteria.

Tuesday – Employee works 8:00 am – 4:00 pm

Wednesday – PLD

Thursday – Employee works 8:00 am – 4:00 pm

Friday – Employee works 8:00 am – 4:00 pm

Saturday – Employee works 8:00 am – 4:00 pm

Sunday – Employee works 8:00 am – 4:00 pm

This employee does not qualify for seventh day double time since he/she didn't work all the hours of his/her assignment during the workweek (Wednesday-PLD).

None of the aforementioned should be interpreted to infer this applies to Agreements that do not contain the seventh day double-time language mentioned above.

I have attached a copy of a 1970 letter to the Director of Labor Relations of the Bessemer and Lake Erie Railroad Company from the National Railway Labor Conference advising them of the interpretation. I have also attached a copy of a 1981 letter to the General Chairman of the Brotherhood of Railway, Airline & Steamship Clerks from James J. Miller, Acting LIRR Chief Personnel Officer, settling a claim due to the National handling of similar cases. The letter copied the L. W. Dixon who at the time was the CTO.

Should you have any questions regarding our interpretation, please contact Steve Drayzen, Ralph Agritelley, or myself.

Attachments Not Reproduced

cc: S. M. Drayzen, R. Agritelley, M. Gelormino, S. Daleo, L. Kane, K. Layne

APPENDIX U

March 3, 2016

Mr. Christopher Natale, General Chairman
Brotherhood of Railroad Signalmen
P.O. Box 812
Babylon, NY 11702-8-0812

Re: Signal Specialists and Signal Specialist Foreman

Dear Mr. Natale:

This letter will confirm our understanding concerning the creation of two (2) new positions titled Signal Specialist and Signal Specialist Foreman.

SIGNAL SPECIALIST FOREMAN

Signal Specialist Foreman will supervise a mobile team of Signal Specialists to perform the installation, maintenance and testing of signal systems, including SCADA (Supervisory Control and Data Acquisition) systems, PTC (Positive Train Control) systems and CTC (Centralized Train Control) as well as future technology introduced by the Carrier and subject to the following terms and conditions:

1. Initially, Carrier will create one (1) Signal Specialist Foreman position; however, the number may be increased, decreased, or eliminated entirely by the Carrier, in accordance with the terms of the Controlling Agreement.
2. The qualification for the position will be established at the sole discretion of the Carrier. The qualifications will be in writing and distributed to the Organization prior to advertising the initial position and again before modifying qualifications in the future.
3. The positions will be filled in compliance with Rule 19 of the Controlling Agreement and the following conditions:
 - a) The initial candidates must be qualified in the Foreman Class.
 - b) To be eligible for the position, candidates will be required to pass a panel interview, said panel to be selected by Management. At Carrier's discretion, the successful candidate may be required to pass written and/or practical examinations as well. A representative of the Organization shall be permitted to be present and observe and proctor the interviews and examinations.
 - c) If no qualified candidate as described above is available, the Carrier may fill the position from the Mechanic's Class or directly from outside sources. Signal Specialist Foremen hired externally will be subject to selection and training requirements as determined by the Carrier, in addition to the terms and conditions of the Controlling Agreement.
4. If a Signal Specialist Foreman is disqualified, Carrier will re-assign the disqualified employee at Management's discretion until such time as he/she applies for and is awarded an advertised position. Until such time as awarded an advertised position, the disqualified employee may not exercise seniority to another position nor will he/she be eligible for overtime. Disqualification for any reason will prohibit an employee from subsequently applying for or being awarded another Signal Specialist Foreman position for a period of not less than three (3) years.
5. A separate Signal Specialist Foreman roster will be created. Signal Specialist Foremen will accrue seniority in their classification while working in the position and accrue seniority in all classes in which they hold rights as provided by the Controlling Agreement. Signal Specialist Foremen who are disqualified from the position will be removed from the Signal Specialist Foremen roster but retain any accrued seniority and all prior rights.

6. Employees selected for the Signal Specialist Foreman position will upon award receive compensation of \$54.971 per hour if at 100% rate and be subjected to a three (3) year lock-in period. They shall be required to remain in a position of Signal Specialist Foreman for a period of not less than three (3) years, except they shall be released from the lock-in period if he/she is awarded any position with a higher basic hourly rate of pay. Once the initial three (3)-year requirement to remain in a Signal Specialist Foreman position is satisfied, there will be no further obligation to remain in such position except as provided by Controlling Agreement.
7. If an employee becomes displaced during the three (3) year lock-in period, such employee shall be required to bid, bump or be available for assignment to another Signal Specialist Foreman position until the lock-in period has elapsed. Employees shall not receive the Signal Specialist Foreman rate unless actually performing the work.
8. Employees can request to be released from the aforementioned lock-in 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 in writing. Upon receipt of the above-referenced application, the Department Head or his/her designated representative will review and consider such request. Release from the three (3) year lock-in period shall be at the sole discretion of the Department Head or his/her representative. Once the hardship has concluded, such employees will be required to fulfill any uncompleted lock-in time when a vacancy becomes available.
9. Signal Specialist Foremen will be assigned a designated headquarters; however, he/she may be directed to report directly to any location on LIRR property to perform their duties, at the sole discretion of management without penalty or additional cost to the Carrier.
10. Signal Specialist Foremen assigned to attend training at locations beyond the New York City Metropolitan area will be paid eight (8) hours at his/her regular straight-time rate of pay each day while in training and/or traveling for training. Travel and meal expenses will be reimbursed in accord with Company policy.
11. The Organization recognized that the work performed by the new title does not impact upon the Carrier's ability to utilize a maintenance contract including warranty work that is proprietary in nature to the vendor.

SIGNAL SPECIALIST

Signal Specialist will perform the installation, maintenance, and testing of signal systems, including SCADA (Supervisory Control and Data Acquisition) systems, PTC (Positive Train Control) systems and CTC (Centralized Train Control) as well as future technology introduced by the Carrier and subject to the following terms and conditions:

1. Initially, Carrier will create four (4) Signal Specialist positions; however, that number may be increased, decreased, or eliminated entirely, in accordance with the terms of the Controlling Agreement.
2. The qualification for the position will be established at the sole discretion of the Carrier. The qualifications shall be in writing and distributed to the Organization prior to advertising the initial positions and again before modifying qualification in the future.
3. The positions will be filled in compliance with Rule 19 of the Controlling Agreement and the following conditions:
 - a) The initial candidates must be qualified as Mechanic. A Signaller in Training is considered to have the Mechanic qualification to bid the position; however, if selected he/she must successfully complete Phase II training.
 - b) To be eligible for the position, candidates will be required to pass a panel interview, said panel to be selected by Management. At Carrier's discretion, the successful candidate may also be required to pass written and/or practical examinations as well. A representative of the Organization shall be permitted to be present to observe and proctor the interviews and examinations.
 - c) If no qualified candidate as described above is available, the Carrier may fill the positions directly from outside sources. Signal Specialist hired externally will be subject to selection and training

requirements as determined by the Carrier, as well as to the terms and conditions of the Controlling Agreement.

4. If a Signal Specialist is disqualified, Carrier will re-assign the disqualified employee at the Management's discretion until such time as he/she applies for and is awarded an advertised position. Until such time as awarded an advertised position, the disqualified employee may not exercise seniority to another position nor will he/she be eligible for overtime. Disqualification for any reason will prohibit an employee from subsequently applying for or being awarded another Signal Specialist position for a period of not less than three (3) years.
5. A separate Signal Specialist roster will be created. Signal Specialist will accrue seniority in their classification while working in the position as well and accrue seniority in all classes in which they hold rights, as provided by the Controlling Agreement. Signal Specialists who are disqualified from the position will be removed from the Signal Specialist roster but retain any accrued seniority and all prior rights.
6. An employee who is selected for the Signal Specialist position will upon award receive compensation of \$48.284 per hour if at 100% rate and be subject to a three (3) year lock-in period. They shall be required to remain in the position of Signal Specialist for a period of not less than three (3) years, except they shall be released from the lock-in period if he/she is awarded any position with a higher basic hourly rate of pay. Once the initial three (3)-year requirement to remain in a Signal Specialist position is satisfied, there will be no further obligation to remain in such position except as provided in the Controlling Agreement.
7. If an employee becomes displaced during the three (3) year lock-in period, such employee shall be required to bid, bump or be available for assignment to another Signal Specialist position until the lock-in period has elapsed. Employees shall not receive the Signal Specialist rate unless actually performing the work.
8. Employees can request to be released from the aforementioned lock-in 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 in writing. Upon receipt of the above-referenced application, the Department Head or his/her representative will review and consider such request. Release from the three (3) year lock-in period shall be at the sole discretion of the Department Head or his/her designated representative. Once the hardship has concluded, such employee will be required to fulfill any uncompleted lock-in time when a vacancy becomes available.
9. Signal Specialists will be assigned a designated headquarters; however, he/she may be directed to report directly to any location on LIRR property to perform their duties at the sole discretion of management without penalty or additional cost to the Carrier.
10. Signal Specialists assigned to attend training off Long Island Rail Road Property will be paid eight (8) hours at his/her straight-time rate of pay each day while in training and/or travel for training. Travel and meal expenses will be reimbursed in accord with Carrier policy.
11. The Organization recognizes that the work performed by the new title does not impact upon the Carrier's ability to utilize a maintenance contract including warranty work that is proprietary in nature to the vendor.

Please indicate your concurrence by signing below.

Sincerely,

/s/

Marilyn Kustoff
Director-Labor Relations (Administration)

I Concur:

/s/

3/3/2016

Christopher Natale, General Chairman-BRS

Date

cc: C. Calvagna, E. Koch, W. Hogan, M. Centauro, M. D. Chirillo, C. Stanisich,
L. Kane, K. M. Layne

APPENDIX A

Union Code 15

Brotherhood of Railroad Signalmen

Signalmen

Title	Year	% Inc.	Rate	Progression for Night Differential *						Notes	
				100%	95%	85%	80%	75%	70%	No.	Eff.
Signalman/Training (Occ: 8020-Signal) (Occ: 8019-Communications)	12/16/2010	2%	33.385	1.624	1.543						
	06/16/2011	1.5%	33.885	1.624	1.543						
	12/16/2011	1.5%	34.394	1.624	1.543						
	06/16/2012	1.5%	34.910	1.624	1.543						
	12/16/2012	1.5%	35.433	1.624	1.543						
	06/16/2013	1.5%	35.965	1.624	1.543						
	12/16/2013	1.5%	36.504	1.624	1.543						
	06/16/2014	1.5%	37.052	1.624	1.543						
	12/16/2014	1.5%	37.608	1.624	1.543						
	06/16/2015	1.5%	38.172	1.624	1.543						
12/16/2015	1.5%	38.744	1.624	1.543							
Assistant Signalman (Occ: 8130-Signal) (Occ: 8129-Communications)	12/16/2010	2%	32.114	1.554		1.321	1.243	1.166	1.088		
	06/16/2011	1.5%	32.595	1.554		1.321	1.243	1.166	1.088		
	12/16/2011	1.5%	33.084	1.554		1.321	1.243	1.166	1.088		
	06/16/2012	1.5%	33.581	1.554		1.321	1.243	1.166	1.088		
	12/16/2012	1.5%	34.084	1.554		1.321	1.243	1.166	1.088		
	06/16/2013	1.5%	34.596	1.554		1.321	1.243	1.166	1.088		
	12/16/2013	1.5%	35.114	1.554		1.321	1.243	1.166	1.088		
	06/16/2014	1.5%	35.641	1.554		1.321	1.243	1.166	1.088		
	12/16/2014	1.5%	36.176	1.554		1.321	1.243	1.166	1.088		
	06/16/2015	1.5%	36.718	1.554		1.321	1.243	1.166	1.088		
12/16/2015	1.5%	37.269	1.554		1.321	1.243	1.166	1.088			

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

Assistant Signalman Wage Progression			
Employees Hired Prior to 9/25/2014:			
1st	365	Calendar Days	70%
2nd	365	Calendar Days	75%
3rd	365	Calendar Days	80%
4th	365	Calendar Days	85%
Permanently Promoted to Mechanic			95%
After	365	Calendar Days	100%

Assistant Signalman Wage Progression			
Employees Hired On or After 9/25/2014:			
1st	365	Calendar Days	70%
2nd	365	Calendar Days	75%
3rd	365	Calendar Days	80%
4th	365	Calendar Days	85%
5th	365	Calendar Days	90%
6th	365	Calendar Days	95%
Permanently Promoted to Mechanic			95%
After	365	Calendar Days	100%

Prior company service counts toward wage progression.

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

APPENDIX A

Union Code 15

Brotherhood of Railroad Signalmen

Signalmen

Title	Effective Date	% Inc.	Rate	Progression for Night Differential *						Notes		
				100%	95%	85%	80%	75%	70%	No.	Eff.	
Communications - Cable Splicer (Occ: 8070)	12/16/2010	2%	33.848	1.648	1.566							
	06/16/2011	1.5%	34.355	1.648	1.566							
	12/16/2011	1.5%	34.871	1.648	1.566							
	06/16/2012	1.5%	35.394	1.648	1.566							
	12/16/2012	1.5%	35.925	1.648	1.566							
	06/16/2013	1.5%	36.464	1.648	1.566							
	12/16/2013	1.5%	37.011	1.648	1.566							
	06/16/2014	1.5%	37.566	1.648	1.566							
	12/16/2014	1.5%	38.129	1.648	1.566							
	06/16/2015	1.5%	38.701	1.648	1.566							
12/16/2015	1.5%	39.282	1.648	1.566								
Technician (Occ: 7814-Communications) (Occ: 8090 - Signal)	12/16/2010	2%	35.066	1.710	1.625							
	06/16/2011	1.5%	35.592	1.710	1.625							
	12/16/2011	1.5%	36.125	1.710	1.625							
	06/16/2012	1.5%	36.667	1.710	1.625							
	12/16/2012	1.5%	37.217	1.710	1.625							
	06/16/2013	1.5%	37.776	1.710	1.625							
	12/16/2013	1.5%	38.342	1.710	1.625							
	06/16/2014	1.5%	38.917	1.710	1.625							
	12/16/2014	1.5%	39.501	1.710	1.625							
	06/16/2015	1.5%	40.094	1.710	1.625							
12/16/2015	1.5%	40.695	1.710	1.625								
Inspector (Occ: 8040 - Signal) (Occ: 8045-Communications)	12/16/2010	2%	34.605	1.685	1.601							
	06/16/2011	1.5%	35.124	1.685	1.601							
	12/16/2011	1.5%	35.650	1.685	1.601							
	06/16/2012	1.5%	36.185	1.685	1.601							
	12/16/2012	1.5%	36.728	1.685	1.601							
	06/16/2013	1.5%	37.279	1.685	1.601							
	12/16/2013	1.5%	37.838	1.685	1.601							
	06/16/2014	1.5%	38.406	1.685	1.601							
	12/16/2014	1.5%	38.982	1.685	1.601							
	06/16/2015	1.5%	39.566	1.685	1.601							
12/16/2015	1.5%	40.160	1.685	1.601								
Maintainer (Occ: 8030- Signal) (Occ: 8050-Communications)	12/16/2010	2%	33.848	1.648	1.566							
	06/16/2011	1.5%	34.355	1.648	1.566							
	12/16/2011	1.5%	34.871	1.648	1.566							
	06/16/2012	1.5%	35.394	1.648	1.566							
	12/16/2012	1.5%	35.925	1.648	1.566							
	06/16/2013	1.5%	36.464	1.648	1.566							
	12/16/2013	1.5%	37.011	1.648	1.566							
	06/16/2014	1.5%	37.566	1.648	1.566							
	12/16/2014	1.5%	38.129	1.648	1.566							
	06/16/2015	1.5%	38.701	1.648	1.566							
12/16/2015	1.5%	39.282	1.648	1.566								
Helper (Occ: 8160)	12/16/2010	2%	26.489	1.340		1.139	1.072	1.005	0.938			
	06/16/2011	1.5%	26.887	1.340		1.139	1.072	1.005	0.938			
	12/16/2011	1.5%	27.290	1.340		1.139	1.072	1.005	0.938			
	06/16/2012	1.5%	27.699	1.340		1.139	1.072	1.005	0.938			
	12/16/2012	1.5%	28.115	1.340		1.139	1.072	1.005	0.938			
	06/16/2013	1.5%	28.537	1.340		1.139	1.072	1.005	0.938			
	12/16/2013	1.5%	28.965	1.340		1.139	1.072	1.005	0.938			
	06/16/2014	1.5%	29.399	1.340		1.139	1.072	1.005	0.938			
	12/16/2014	1.5%	29.840	1.340		1.139	1.072	1.005	0.938			
	06/16/2015	1.5%	30.288	1.340		1.139	1.072	1.005	0.938			
12/16/2015	1.5%	30.742	1.340		1.139	1.072	1.005	0.938				

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

Helpers Wage Progression (% is of top Helper rate)			
Wage Progression for Employees			
Hired Prior to 9/25/2014:			
1st	365	Calendar Days	70%
2nd	365	Calendar Days	75%
3rd	365	Calendar Days	80%
4th	365	Calendar Days	85%

Wage Progression for Employees			
Hired On or After 9/25/2014:			
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%
After	1,825	Calendar Days	85%

Prior company service counts toward wage progression.

Qualified Signalman Wage Progression		
Permanently Promoted to Mechanic		95%
After	365	Calendar Days 100%

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

APPENDIX A

Union Code 15

Brotherhood of Railroad Signalmen

Signalmen

Title	Effective Date	% Inc.	Rate	Progression for Night Differential *						Notes		
				100%	95%	85%	80%	75%	70%	No.	Eff.	
Foreman <i>Entrance</i> (Occ: 4392 = Signal) (Occ: 4630 = T&T)	12/16/2010	2%	42.546	2.087								
	06/16/2011	1.5%	43.184	2.087								
	12/16/2011	1.5%	43.832	2.087								
	06/16/2012	1.5%	44.490	2.087								
	12/16/2012	1.5%	45.157	2.087								
	06/16/2013	1.5%	45.834	2.087								
	12/16/2013	1.5%	46.522	2.087								
	06/16/2014	1.5%	47.220	2.087								
	12/16/2014	1.5%	47.928	2.087								
	06/16/2015	1.5%	48.647	2.087								
12/16/2015	1.5%	49.377	2.087									
Foreman <i>After 6 Months</i> (Occ: 4392 = Signal) (Occ: 4630 = T&T)	12/16/2010	2%	43.195	2.120								
	06/16/2011	1.5%	43.843	2.120								
	12/16/2011	1.5%	44.501	2.120								
	06/16/2012	1.5%	45.168	2.120								
	12/16/2012	1.5%	45.846	2.120								
	06/16/2013	1.5%	46.533	2.120								
	12/16/2013	1.5%	47.231	2.120								
	06/16/2014	1.5%	47.940	2.120								
	12/16/2014	1.5%	48.659	2.120								
	06/16/2015	1.5%	49.389	2.120								
12/16/2015	1.5%	50.130	2.120									
Foreman <i>After 1 Year</i> (Occ: 4392 = Signal) (Occ: 4630 = T&T)	12/16/2010	2%	44.781	2.199								
	06/16/2011	1.5%	45.453	2.199								
	12/16/2011	1.5%	46.135	2.199								
	06/16/2012	1.5%	46.827	2.199								
	12/16/2012	1.5%	47.529	2.199								
	06/16/2013	1.5%	48.242	2.199								
	12/16/2013	1.5%	48.966	2.199								
	06/16/2014	1.5%	49.700	2.199								
	12/16/2014	1.5%	50.446	2.199								
	06/16/2015	1.5%	51.202	2.199								
12/16/2015	1.5%	51.970	2.199									
Asst. Foreman <i>Entrance</i> (Occ: 4500 = Signal) (Occ: 4540 = T&T)	12/16/2010	2%	37.251	1.820								
	06/16/2011	1.5%	37.810	1.820								
	12/16/2011	1.5%	38.377	1.820								
	06/16/2012	1.5%	38.953	1.820								
	12/16/2012	1.5%	39.537	1.820								
	06/16/2013	1.5%	40.130	1.820								
	12/16/2013	1.5%	40.732	1.820								
	06/16/2014	1.5%	41.343	1.820								
	12/16/2014	1.5%	41.963	1.820								
	06/16/2015	1.5%	42.593	1.820								
12/16/2015	1.5%	43.232	1.820									

APPENDIX A

Union Code 15

Brotherhood of Railroad Signalmen

Signalmen

Title	Effective Date	% Inc.	Rate	Progression for Night Differential *						Notes		
				100%	95%	85%	80%	75%	70%	No.	Eff.	
Asst. Foreman <i>After 6 Months</i> (Occ: 4500 = Signal) (Occ: 4540 = T&T)	12/16/2010	2%	37.900	1.852								
	06/16/2011	1.5%	38.469	1.852								
	12/16/2011	1.5%	39.046	1.852								
	06/16/2012	1.5%	39.631	1.852								
	12/16/2012	1.5%	40.226	1.852								
	06/16/2013	1.5%	40.829	1.852								
	12/16/2013	1.5%	41.442	1.852								
	06/16/2014	1.5%	42.063	1.852								
	12/16/2014	1.5%	42.694	1.852								
	06/16/2015	1.5%	43.335	1.852								
12/16/2015	1.5%	43.985	1.852									
Asst. Foreman <i>After 1 Year</i> (Occ: 4500 = Signal) (Occ: 4540 = T&T)	12/16/2010	2%	39.740	1.945								
	06/16/2011	1.5%	40.336	1.945								
	12/16/2011	1.5%	40.941	1.945								
	06/16/2012	1.5%	41.555	1.945								
	12/16/2012	1.5%	42.179	1.945								
	06/16/2013	1.5%	42.812	1.945								
	12/16/2013	1.5%	43.454	1.945								
	06/16/2014	1.5%	44.105	1.945								
	12/16/2014	1.5%	44.767	1.945								
	06/16/2015	1.5%	45.439	1.945								
12/16/2015	1.5%	46.120	1.945									
Asst. Foreman <i>After 2 Years</i> (Occ: 4500 = Signal) (Occ: 4540 = T&T)	12/16/2010	2%	41.605	2.040								
	06/16/2011	1.5%	42.229	2.040								
	12/16/2011	1.5%	42.862	2.040								
	06/16/2012	1.5%	43.505	2.040								
	12/16/2012	1.5%	44.158	2.040								
	06/16/2013	1.5%	44.820	2.040								
	12/16/2013	1.5%	45.492	2.040								
	06/16/2014	1.5%	46.175	2.040								
	12/16/2014	1.5%	46.867	2.040								
	06/16/2015	1.5%	47.570	2.040								
12/16/2015	1.5%	48.284	2.040									

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

Progression percentages not applicable to Foreman step rates.

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

APPENDIX A

Union Code 15

Brotherhood of Railroad Signalmen

Signalmen - Track Car Pilot

Title	Effective Date	% Inc.	Rate	Progression for Night Differential *						Notes		
				100%	95%	85%	80%	75%	70%	No.	Eff.	
Signalman (Occ: 8019-Communications) (Occ: 8020-Signalman)	12/16/2010	2%	34.621	1.624	1.543							
	06/16/2011	1.5%	35.140	1.624	1.543							
	12/16/2011	1.5%	35.667	1.624	1.543							
	06/16/2012	1.5%	36.202	1.624	1.543							
	12/16/2012	1.5%	36.745	1.624	1.543							
	06/16/2013	1.5%	37.296	1.624	1.543							
	12/16/2013	1.5%	37.856	1.624	1.543							
	06/16/2014	1.5%	38.424	1.624	1.543							
	12/16/2014	1.5%	39.000	1.624	1.543							
	06/16/2015	1.5%	39.585	1.624	1.543							
12/16/2015	1.5%	40.179	1.624	1.543								
Assistant Signalman (Occ: 8131)	12/16/2010	2%	33.348	1.554		1.321	1.243	1.166	1.088			
	06/16/2011	1.5%	33.848	1.554		1.321	1.243	1.166	1.088			
	12/16/2011	1.5%	34.356	1.554		1.321	1.243	1.166	1.088			
	06/16/2012	1.5%	34.871	1.554		1.321	1.243	1.166	1.088			
	12/16/2012	1.5%	35.394	1.554		1.321	1.243	1.166	1.088			
	06/16/2013	1.5%	35.925	1.554		1.321	1.243	1.166	1.088			
	12/16/2013	1.5%	36.464	1.554		1.321	1.243	1.166	1.088			
	06/16/2014	1.5%	37.011	1.554		1.321	1.243	1.166	1.088			
	12/16/2014	1.5%	37.566	1.554		1.321	1.243	1.166	1.088			
	06/16/2015	1.5%	38.130	1.554		1.321	1.243	1.166	1.088			
12/16/2015	1.5%	38.702	1.554		1.321	1.243	1.166	1.088				
Communications-Cable Splicer (Occ: 8070)	12/16/2010	2%	35.084	1.648	1.566							
	06/16/2011	1.5%	35.610	1.648	1.566							
	12/16/2011	1.5%	36.144	1.648	1.566							
	06/16/2012	1.5%	36.686	1.648	1.566							
	12/16/2012	1.5%	37.237	1.648	1.566							
	06/16/2013	1.5%	37.795	1.648	1.566							
	12/16/2013	1.5%	38.362	1.648	1.566							
	06/16/2014	1.5%	38.938	1.648	1.566							
	12/16/2014	1.5%	39.522	1.648	1.566							
	06/16/2015	1.5%	40.115	1.648	1.566							
12/16/2015	1.5%	40.716	1.648	1.566								
Technician (Occ: 7814-Communications) (Occ: 8090 - Signal)	12/16/2010	2%	36.302	1.710	1.625							
	06/16/2011	1.5%	36.846	1.710	1.625							
	12/16/2011	1.5%	37.399	1.710	1.625							
	06/16/2012	1.5%	37.960	1.710	1.625							
	12/16/2012	1.5%	38.529	1.710	1.625							
	06/16/2013	1.5%	39.107	1.710	1.625							
	12/16/2013	1.5%	39.694	1.710	1.625							
	06/16/2014	1.5%	40.289	1.710	1.625							
	12/16/2014	1.5%	40.894	1.710	1.625							
	06/16/2015	1.5%	41.507	1.710	1.625							
12/16/2015	1.5%	42.130	1.710	1.625								
Maintainer (Occ: 8030- Signal) (Occ: 8050-Communications)	12/16/2010	2%	35.084	1.648	1.566							
	06/16/2011	1.5%	35.610	1.648	1.566							
	12/16/2011	1.5%	36.144	1.648	1.566							
	06/16/2012	1.5%	36.686	1.648	1.566							
	12/16/2012	1.5%	37.237	1.648	1.566							
	06/16/2013	1.5%	37.795	1.648	1.566							
	12/16/2013	1.5%	38.362	1.648	1.566							
	06/16/2014	1.5%	38.938	1.648	1.566							
	12/16/2014	1.5%	39.522	1.648	1.566							
	06/16/2015	1.5%	40.115	1.648	1.566							
12/16/2015	1.5%	40.716	1.648	1.566								

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Brotherhood of Railroad Signalmen

Signalmen - Track Car Pilot

Title	Effective Date	% Inc.	Rate	Progression for Night Differential *						Notes		
				100%	95%	85%	80%	75%	70%	No.	Eff.	
Inspector (Occ: 8040 - Signal) (Occ: 8045-Communications)	12/16/2010	2%	35.841	1.685	1.601							
	06/16/2011	1.5%	36.378	1.685	1.601							
	12/16/2011	1.5%	36.924	1.685	1.601							
	06/16/2012	1.5%	37.478	1.685	1.601							
	12/16/2012	1.5%	38.040	1.685	1.601							
	06/16/2013	1.5%	38.611	1.685	1.601							
	12/16/2013	1.5%	39.190	1.685	1.601							
	06/16/2014	1.5%	39.778	1.685	1.601							
	12/16/2014	1.5%	40.374	1.685	1.601							
	06/16/2015	1.5%	40.980	1.685	1.601							
12/16/2015	1.5%	41.595	1.685	1.601								
Helper (Occ: 8161)	12/16/2010	2%	27.726	1.340		1.139	1.072	1.005	0.938			
	06/16/2011	1.5%	28.142	1.340		1.139	1.072	1.005	0.938			
	12/16/2011	1.5%	28.564	1.340		1.139	1.072	1.005	0.938			
	06/16/2012	1.5%	28.992	1.340		1.139	1.072	1.005	0.938			
	12/16/2012	1.5%	29.427	1.340		1.139	1.072	1.005	0.938			
	06/16/2013	1.5%	29.868	1.340		1.139	1.072	1.005	0.938			
	12/16/2013	1.5%	30.316	1.340		1.139	1.072	1.005	0.938			
	06/16/2014	1.5%	30.771	1.340		1.139	1.072	1.005	0.938			
	12/16/2014	1.5%	31.233	1.340		1.139	1.072	1.005	0.938			
	06/16/2015	1.5%	31.701	1.340		1.139	1.072	1.005	0.938			
12/16/2015	1.5%	32.177	1.340		1.139	1.072	1.005	0.938				
Foreman Entrance (Occ: 4392 = Signal) (Occ: 4630 = T&T)	12/16/2010	2%	43.782	2.087								
	06/16/2011	1.5%	44.439	2.087								
	12/16/2011	1.5%	45.106	2.087								
	06/16/2012	1.5%	45.782	2.087								
	12/16/2012	1.5%	46.469	2.087								
	06/16/2013	1.5%	47.166	2.087								
	12/16/2013	1.5%	47.874	2.087								
	06/16/2014	1.5%	48.592	2.087								
	12/16/2014	1.5%	49.321	2.087								
	06/16/2015	1.5%	50.060	2.087								
12/16/2015	1.5%	50.811	2.087									
Foreman After 6 Months (Occ: 4392 = Signal) (Occ: 4630 = T&T)	12/16/2010	2%	44.428	2.120								
	06/16/2011	1.5%	45.095	2.120								
	12/16/2011	1.5%	45.771	2.120								
	06/16/2012	1.5%	46.458	2.120								
	12/16/2012	1.5%	47.154	2.120								
	06/16/2013	1.5%	47.862	2.120								
	12/16/2013	1.5%	48.580	2.120								
	06/16/2014	1.5%	49.308	2.120								
	12/16/2014	1.5%	50.048	2.120								
	06/16/2015	1.5%	50.799	2.120								
12/16/2015	1.5%	51.561	2.120									
Foreman After 1 Year (Occ: 4392 = Signal) (Occ: 4630 = T&T)	12/16/2010	2%	46.017	2.199								
	06/16/2011	1.5%	46.708	2.199								
	12/16/2011	1.5%	47.408	2.199								
	06/16/2012	1.5%	48.119	2.199								
	12/16/2012	1.5%	48.841	2.199								
	06/16/2013	1.5%	49.574	2.199								
	12/16/2013	1.5%	50.317	2.199								
	06/16/2014	1.5%	51.072	2.199								
	12/16/2014	1.5%	51.838	2.199								
	06/16/2015	1.5%	52.616	2.199								
12/16/2015	1.5%	53.405	2.199									

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Brotherhood of Railroad Signalmen

Signalmen - Track Car Pilot

Title	Effective Date	% Inc.	Rate	Progression for Night Differential *						Notes		
				100%	95%	85%	80%	75%	70%	No.	Eff.	
Asst. Foreman <i>Entrance</i> (Occ: 4500 = Signal) (Occ: 4540 = T&T)	12/16/2010	2%	38.487	1.820								
	06/16/2011	1.5%	39.064	1.820								
	12/16/2011	1.5%	39.650	1.820								
	06/16/2012	1.5%	40.245	1.820								
	12/16/2012	1.5%	40.848	1.820								
	06/16/2013	1.5%	41.461	1.820								
	12/16/2013	1.5%	42.083	1.820								
	06/16/2014	1.5%	42.714	1.820								
	12/16/2014	1.5%	43.355	1.820								
	06/16/2015	1.5%	44.005	1.820								
12/16/2015	1.5%	44.665	1.820									
Asst. Foreman <i>After 6 Months</i> (Occ: 4500 = Signal) (Occ: 4540 = T&T)	12/16/2010	2%	39.136	1.852								
	06/16/2011	1.5%	39.723	1.852								
	12/16/2011	1.5%	40.319	1.852								
	06/16/2012	1.5%	40.924	1.852								
	12/16/2012	1.5%	41.538	1.852								
	06/16/2013	1.5%	42.161	1.852								
	12/16/2013	1.5%	42.793	1.852								
	06/16/2014	1.5%	43.435	1.852								
	12/16/2014	1.5%	44.087	1.852								
	06/16/2015	1.5%	44.748	1.852								
12/16/2015	1.5%	45.419	1.852									
Asst. Foreman <i>After 1 Year</i> (Occ: 4500 = Signal) (Occ: 4540 = T&T)	12/16/2010	2%	40.974	1.945								
	06/16/2011	1.5%	41.589	1.945								
	12/16/2011	1.5%	42.213	1.945								
	06/16/2012	1.5%	42.846	1.945								
	12/16/2012	1.5%	43.489	1.945								
	06/16/2013	1.5%	44.141	1.945								
	12/16/2013	1.5%	44.803	1.945								
	06/16/2014	1.5%	45.475	1.945								
	12/16/2014	1.5%	46.157	1.945								
	06/16/2015	1.5%	46.850	1.945								
12/16/2015	1.5%	47.552	1.945									
Asst. Foreman <i>After 2 Years</i> (Occ: 4500 = Signal) (Occ: 4540 = T&T)	12/16/2010	2%	42.839	2.040								
	06/16/2011	1.5%	43.482	2.040								
	12/16/2011	1.5%	44.134	2.040								
	06/16/2012	1.5%	44.796	2.040								
	12/16/2012	1.5%	45.468	2.040								
	06/16/2013	1.5%	46.150	2.040								
	12/16/2013	1.5%	46.842	2.040								
	06/16/2014	1.5%	47.545	2.040								
	12/16/2014	1.5%	48.258	2.040								
	06/16/2015	1.5%	48.982	2.040								
12/16/2015	1.5%	49.716	2.040									

BRS-represented employees who perform as a Track Car Pilot will be compensated as follows:

- a) Above shown rate per hour for those hours actually performing as a Track Car Pilot with a minimum of eight hours differential pay for his/her normal shift.
- b) On overtime, he/she shall receive the above shown rate for the overtime hours actually worked, not a guaranteed eight hours.

Effective 12/16/2014 wage progression for Track Car Pilot is calculated as a percent (%) of the 100% rate

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

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

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Brotherhood of Railroad Signalmen

Signalmen

Title	Year	% Inc.	Rate	Progression for Night Differential *						Notes	
				100%	95%	85%	80%	75%	70%	No.	Eff.
Signalman/Training (Occ: 8020-Signal) (Occ: 8019-Communications)	12/16/2016	2.5%	39.713	1.624	1.543						
	01/16/2018	2.5%	40.706	1.705	1.620						
Assistant Signalman (Occ: 8130-Signal) (Occ: 8129-Communications)	12/16/2016	2.5%	38.201	1.554		1.321	1.243	1.166	1.088		
	01/16/2018	2.5%	39.156	1.632		1.387	1.305	1.224	1.142		
Signal Specialist (Occ: 8025)	12/16/2016	2.5%	49.491	2.040	1.938	1.734	1.632	1.530	1.428	1	03/03/2016
	01/16/2018	2.5%	50.728	2.142	2.035	1.821	1.714	1.607	1.499		
Material Logistics Specialist (Occ: 8022)	9/29/2017		44.313	1.820	1.729	1.547	1.456	1.365	1.274	2	09/29/2017
	1/16/2018	2.5%	45.420	1.911	1.815	1.624	1.529	1.433	1.338		

12/16/2016 rates commenced 07/26/2017. Backpay period 12/16/2016 through 07/25/2017.

Effective February 16, 2019 a one time \$500.00 lump sum payment to each employee with no less than one (1) year of service.

Notes:

1. New Position effective with the 3/03/2016 agreement. Anyone hired from outside the LIRR will be subject to the new hire wage progression.
2. New Position effective with the 9/29/2017 agreement.

Assistant Signalman Wage Progression			
Employees Hired Prior to 9/25/2014:			
1st	365	Calendar Days	70%
2nd	365	Calendar Days	75%
3rd	365	Calendar Days	80%
4th	365	Calendar Days	85%
Permanently Promoted to Mechanic			95%
After	365	Calendar Days	100%

Assistant Signalman Wage Progression			
Employees Hired On or After 9/25/2014:			
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%
Permanently Promoted to Mechanic			95%
After	365	Calendar Days	100%

Prior company service counts toward wage progression.

*Effective January 16, 2018 night differential increased by 5%

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Brotherhood of Railroad Signalmen

Signalmen

Title	Effective Date	% Inc.	Rate	Progression for Night Differential *						Notes		
				100%	95%	85%	80%	75%	70%	No.	Eff.	
Communications - Cable Splicer (Occ: 8070)	12/16/2016	2.5%	40.264	1.648	1.566							
	01/16/2018	2.5%	41.270	1.730	1.644							
Technician (Occ: 7814-Communications) (Occ: 8090 - Signal)	12/16/2016	2.5%	41.712	1.710	1.625							
	01/16/2018	2.5%	42.755	1.796	1.706							
Inspector (Occ: 8040 - Signal) (Occ: 8045-Communications)	12/16/2016	2.5%	41.164	1.685	1.601							
	01/16/2018	2.5%	42.193	1.769	1.681							
Maintainer (Occ: 8030- Signal) (Occ: 8050-Communications)	12/16/2016	2.5%	40.264	1.648	1.566							
	01/16/2018	2.5%	41.270	1.730	1.644							
Helper (Occ: 8160)	12/16/2016	2.5%	31.511	1.340		1.139	1.072	1.005	0.938			
	01/16/2018	2.5%	32.298	1.407		1.196	1.126	1.055	0.985			

12/16/2016 rates commenced 07/26/2017. Backpay period 12/16/2016 through 07/25/2017.

Effective February 16, 2019 a one time \$500.00 lump sum payment to each employee with no less than one (1) year of service.

Helpers Wage Progression (% Is of top Helper rate)			
Wage Progression for Employees			
Hired Prior to 9/25/2014:			
1st	365	Calendar Days	70%
2nd	365	Calendar Days	75%
3rd	365	Calendar Days	80%
4th	365	Calendar Days	85%

Wage Progression for Employees			
Hired On or After 9/25/2014:			
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%
After	1,825	Calendar Days	85%

Prior company service counts toward wage progression.

Qualified Signalman Wage Progression		
Permanently Promoted to Mechanic		95%
After	365	Calendar Days
		100%

*Effective January 16, 2018 night differential increased by 5%

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Signalmen

Title	Effective Date	% Inc.	Rate	Progression for Night Differential *						Notes		
				100%	95%	85%	80%	75%	70%	No.	Eff.	
Foreman	12/16/2016	2.5%	50.611	2.087								
Entrance (Occ: 4392 = Signal) (Occ: 4630 = T&T)	01/16/2018	2.5%	51.876	2.191								
Foreman	12/16/2016	2.5%	51.383	2.120								
After 6 Months (Occ: 4392 = Signal) (Occ: 4630 = T&T)	01/16/2018	2.5%	52.667	2.226								
Foreman	12/16/2016	2.5%	53.270	2.199								
After 1 Year (Occ: 4392 = Signal) (Occ: 4630 = T&T)	01/16/2018	2.5%	54.601	2.309								
Asst. Foreman	12/16/2016	2.5%	44.313	1.820								
Entrance (Occ: 4500 = Signal) (Occ: 4540 = T&T)	01/16/2018	2.5%	45.420	1.911								
Asst. Foreman	12/16/2016	2.5%	45.084	1.852								
After 6 Months (Occ: 4500 = Signal) (Occ: 4540 = T&T)	01/16/2018	2.5%	46.211	1.945								
Asst. Foreman	12/16/2016	2.5%	47.273	1.945								
After 1 Year (Occ: 4500 = Signal) (Occ: 4540 = T&T)	01/16/2018	2.5%	48.455	2.042								
Asst. Foreman	12/16/2016	2.5%	49.491	2.040								
After 2 Years (Occ: 4500 = Signal) (Occ: 4540 = T&T)	01/16/2018	2.5%	50.728	2.142								
Signal Specialist Foreman	12/16/2016	2.5%	53.533	2.208							1	03/03/2016
Entrance (Occ: 4400 = Signal)	01/16/2018	2.5%	54.872	2.318								
Signal Specialist Foreman	12/16/2016	2.5%	54.350	2.242							1	03/03/2016
After 6 Months (Occ: 4400 = Signal)	01/16/2018	2.5%	55.708	2.354								
Signal Specialist Foreman	12/16/2016	2.5%	56.345	2.326							1	03/03/2016
After 1 Year (Occ: 4400 = Signal)	01/16/2018	2.5%	57.754	2.442								

12/16/2016 rates commenced 07/26/2017. Backpay period 12/16/2016 through 07/25/2017.

Effective February 16, 2019 a one time \$500.00 lump sum payment to each employee with no less than one (1) year of service.

Progression percentages not applicable to Foreman step rates.

Notes:

1. New Position effective with the 3/03/2016 agreement.

*Effective January 16, 2018 night differential increased by 5%

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Signalmen - Track Car Pilot

Title	Effective Date	% Inc.	Rate	Progression for Night Differential *						Notes		
				100%	95%	85%	80%	75%	70%	No.	Eff.	
Signalman (Occ: 8019-Communications) (Occ: 8020-Signalman)	12/16/2016	2.5%	41.183	1.624	1.543							
	01/16/2018	2.5%	42.213	1.705	1.620							
Assistant Signalman (Occ: 8131)	12/16/2016	2.5%	39.669	1.554		1.321	1.243	1.166	1.088			
	01/16/2018	2.5%	40.661	1.632		1.387	1.305	1.224	1.142			
Communications-Cable Splicer (Occ: 8070)	12/16/2016	2.5%	41.734	1.648	1.566							
	01/16/2018	2.5%	42.778	1.730	1.644							
Technician (Occ: 7814-Communications) (Occ: 8090 - Signal)	12/16/2016	2.5%	43.183	1.710	1.625							
	01/16/2018	2.5%	44.263	1.796	1.706							
Maintainer (Occ: 8030- Signal) (Occ: 8050-Communications)	12/16/2016	2.5%	41.734	1.648	1.566							
	01/16/2018	2.5%	42.778	1.730	1.644							
Inspector (Occ: 8040 - Signal) (Occ: 8045-Communications)	12/16/2016	2.5%	42.635	1.685	1.601							
	01/16/2018	2.5%	43.700	1.769	1.681							
Signal Specialist (Occ: 8026)	12/16/2016	2.5%	50.959	2.040	1.938	1.734	1.632	1.530	1.428	1	03/03/2016	
	01/16/2018	2.5%	52.233	2.142	2.035	1.821	1.714	1.607	1.499			
Material Logistics Specialist (Occ: 8023)	9/29/2017		45.782	1.820	1.729	1.547	1.456	1.365	1.274	2	9/29/2017	
	1/16/2018	2.5%	46.927	1.911	1.815	1.624	1.529	1.433	1.338			
Helper (Occ: 8161)	12/16/2016	2.5%	32.981	1.340		1.139	1.072	1.005	0.938			
	01/16/2018	2.5%	33.806	1.407		1.196	1.126	1.055	0.985			
Foreman Entrance (Occ: 4392 = Signal) (Occ: 4630 = T&T)	12/16/2016	2.5%	52.082	2.087								
	01/16/2018	2.5%	53.384	2.191								
Foreman After 6 Months (Occ: 4392 = Signal) (Occ: 4630 = T&T)	12/16/2016	2.5%	52.850	2.120								
	01/16/2018	2.5%	54.171	2.226								
Foreman After 1 Year (Occ: 4392 = Signal) (Occ: 4630 = T&T)	12/16/2016	2.5%	54.740	2.199								
	01/16/2018	2.5%	56.109	2.309								
Asst. Foreman Entrance (Occ: 4500 = Signal) (Occ: 4540 = T&T)	12/16/2016	2.5%	45.782	1.820								
	01/16/2018	2.5%	46.927	1.911								
Asst. Foreman After 6 Months (Occ: 4500 = Signal) (Occ: 4540 = T&T)	12/16/2016	2.5%	46.555	1.852								
	01/16/2018	2.5%	47.719	1.945								
Asst. Foreman After 1 Year (Occ: 4500 = Signal) (Occ: 4540 = T&T)	12/16/2016	2.5%	48.741	1.945								
	01/16/2018	2.5%	49.960	2.042								
Asst. Foreman After 2 Years (Occ: 4500 = Signal) (Occ: 4540 = T&T)	12/16/2016	2.5%	50.959	2.040								
	01/16/2018	2.5%	52.233	2.142								

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Signalmen - Track Car Pilot

Title	Effective Date	% Inc.	Rate	Progression for Night Differential *						Notes		
				100%	95%	85%	80%	75%	70%	No.	Eff.	
Signal Specialist Foreman <i>Entrance</i> (Occ: 4401 = Signal)	12/16/2016	2.5%	54.930	2.208							1	03/03/2016
	01/16/2018	2.5%	56.303	2.318								
Signal Specialist Foreman <i>After 6 Months</i> (Occ: 4401 = Signal)	12/16/2016	2.5%	55.767	2.242							1	03/03/2016
	01/16/2018	2.5%	57.162	2.354								
Signal Specialist Foreman <i>After 1 Year</i> (Occ: 4401 = Signal)	12/16/2016	2.5%	57.815	2.326							1	03/03/2016
	01/16/2018	2.5%	59.260	2.442								

12/16/2016 rates commenced 07/26/2017. Backpay period 12/16/2016 through 07/25/2017.

Effective February 16, 2019 a one time \$500.00 lump sum payment to each employee with no less than one (1) year of service.

BRS-represented employees who perform as a Track Car Pilot will be compensated as follows:

- a) Above shown rate per hour for those hours actually performing as a Track Car Pilot with a minimum of eight hours differential pay for his/her normal shift.
- b) On overtime, he/she shall receive the above shown rate for the overtime hours actually worked, not a guaranteed eight hours.

Notes:

- 1. New Position effective with the 3/03/2016 agreement. Anyone hired from outside the LIRR will be subject to the new hire wage progression
- 2. New Position effective with the 9/29/2017 agreement.

*Effective January 16, 2018 night differential increased by 5%