

AGREEMENT
BETWEEN
METRO-NORTH RAILROAD
AND
ITS EMPLOYEES
REPRESENTED BY THE
TRANSPORT WORKERS
UNION OF AMERICA

**EFFECTIVE: JANUARY 1, 1995 - DECEMBER 31, 1998
(EXCEPT AS OTHERWISE SPECIFIED)**

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TWU
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PREAMBLE

The welfare of the Metro-North Commuter Railroad Company and its employees is dependent largely upon the service which the railroad renders the public. Improvements in this service and economy in operating and maintenance expense are promoted by cooperation between the railroad management and the voluntary organization of its employees. When the groups responsible for better service and greater efficiency share fairly in the benefits which follow their joint efforts, improvements in the conduct and efficiency of the railroads are greatly encouraged. The parties to this Agreement recognize the foregoing principles and agree to be governed by them in their relations.

SCOPE AND CLASSIFICATION OF WORK

The provisions hereinafter set forth (including this "Scope") shall constitute an agreement between Metro-North Commuter Railroad Company ("Metro-North") and employees of said Company represented by the Transport Workers Union and shall govern the hours of service, rates of pay and working conditions of such employees.

CLASSIFICATION OF WORK

1. Work of the Carman Craft shall consist of the following; the rates of pay for such work are set forth in the Rate Schedule.

A. Mechanics

Carmen's work shall consist of building, maintaining, repairing, dismantling, assembling, upholstering (except padding, packing; and sewing) all passenger and freight cars, including cabin cars, and multi level cars, and car parts (when in connection with carmen's work), made of

wood, metal or other materials. All inspection of passenger and freight cars and equipment for defects and repairs, maintenance of safety appliances, and compliance with rules governing the interchange of cars. Inspecting and measuring cars for clearance. Inspecting for commodity loading. (Present practice to be retained.) Inspecting passenger and freight trains. The term freight cars includes TTX and Flexi-Van cars.

Planning mill, cabinet and bench carpenter work, pattern and flask making and all other carpenter work of the Carman Craft in Maintenance of Equipment Department Shops and repair yards. Carman's work in repairing track motor car bodies, lever cars, hand cars, platform mail and baggage trucks, building, repairing, removing and applying locomotive cabs made of wood or its substitutes, other than metal, wooden pilots and pilot bumper beams, wooden running boards, footboards, and headlight boards, wood locomotive cab flooring, wood and steel tender flooring, and built up tender underframes and trucks.

Bleeding air when performed in connection with Mechanics' work, coupling and uncoupling air hose, steam heat connectors (not including ground connections), and electric jumpers between cars, chaining cars, testing air brakes, pipe work in connection with air brake equipment on all freight cars, and work of the Carman Craft in connection with periodic air brake attention to car equipment except the cleaning of brake cylinder pistons and packing leathers.

Applying metal roofing on cars; ACI labels on cars; padding and insulation on cars, insulation of cabs, and boiler lagging.

All brush painting, striping, stenciling and lettering, on cars, trucks, cranes and locomotives; spray painting on passenger car bodies and locomotives and cisterns; making stencils and templates other than metal; all other incidental painters' work of the Carman Craft.

Joint Car Inspectors employed on Consolidated Rail Corporation, car inspectors, multiple unit electric car inspectors, and autogenous welding in connection with carmen's work.

Removal, repairing, replacing of all glass and weather stripping, repairing and replacing all cement, wood, linoleum, monolith, carpeting and other types of floor covering (except work of the Sheet Metal Workers' Craft in dining car kitchens). Applying, removing, replacing and repairing seats and seat assemblies, brackets and arm rests, windshield wipers and blades (except repairing), hand rails on cars, ladder rests, safety and door locks on cars and locomotives, buffer plate assemblies on cars and diesel locomotive units, door and door locks, vestibule diaphragm assemblies, steps, step irons, treads, grab irons, toe boards and splash boards, couplers and coupler rigging and appliances, windshield and clear vision windows, cushions, awnings, window shades and diaphragm curtains except padding, packing and sewing, on cars and locomotives.

Straightening of car parts on or off cars in connection with work of the Carman Craft, not including work generally done by Blacksmiths.

Tapping or drilling in connection with modification on cars. Applying high voltage safety signs to car equipment. Laying out in connection with work of the Carman Craft except laying out material when templates are used. Time setting and time studying in connection with work of the Carman Craft.

Roughing out patterns, operating pattern making machines, power press, and automatic punches in Car Shops. Operating locomotive cranes and wreck derricks (derrick engineer), travograph, radiograph punch and shears in shaping and forming, driving rivets, in connection with carmen's work.

Polishing, grinding, buffing and lacquering for electroplating when done in Car Shops. Repairing pattern and core boxes. Operating Single Car Test devices in connection with air brake tests.

Wreck work including the manning of wreck trucks and wreck trains, derrick engineers; manning highway car repair trucks.

All other work generally recognized as work of the Carman Craft.

The foregoing does not include work classified as Helpers' work in this Agreement. It is understood, however, that where, as of the effective date of this Agreement, Mechanics' positions have been established for the performance of dismantling work (and wrecking service) covered by the Helpers' classification, those positions shall not be abolished solely for the purpose of substituting Helpers for Mechanics.

B. Helpers

- 1) Dismantling, including all or any part of passenger cabin, freight or work cars or tenders, or trucks of any description for scrap; dismantling car or parts of cars or tenders for repairs under the direction of a mechanic.
- 2) Rivet heating and operating forge for this purpose.
- 3) Operating bolt threading machine, drill press, nut tapper, nut backing-off machine, bolt pointing machine, and punch and shears and all work assigned to such machines when performed in Car Shops.
- 4) Work of the Carman Craft involving operation of pneumatic and hand cutting tools and holding. on rivets; all work in connection with these operations.
- 5) Erecting and taking down scaffolds used in connection with car and locomotive work.

- 6) Attending tool room in Car Shop, including issuing, cleaning and caring for all tools, grinding drills and edge tools.
- 7) Car oiling and packing of boxes, renewing journal bearings, wedges and applying journal box lids. Cleaning of lubricating devices when done in Car Shops.
- 8) Cleaning journals, applying and removing protective coating.
- 9) Use of paint sprayer on all classes of work, except spray painting passenger car bodies and similar grade of work on locomotive cabs and cisterns.
- 10) All gas and electric cutting that may be assigned.
- 11) All sewing and stitching work by hand or machine, making flags and similar work, and all stuffing or padding in preparing for upholstering.
- 12) All operations in connection with scrubbing, dyeing and drying seat cushions.
- 13) Cutting yoke from couplet butt with power machines and similar work.
- 14) Operating heating torches.
- 15) Laying out material when templates are used.
- 16) Cleaning and testing cylinder packing leathers, including repairs to pistons and followers.
- 17) Removing and applying brake shoes and brake shoe keys.
- 18) All work in connection with straightening metal parts of cars with backing hammers, sledges or air presses or forges, either cold or requiring heating.
- 19) Operating shop tractors, forklift trucks, mobile crane cars (except Stores Department equipment and similar equipment manned by other crafts of classes of employees).

Except as otherwise determined by a joint jurisdiction committee, it is further understood and agreed in the application of this Carmen's Classification of Work that any work specified herein which is being performed on the Property of any former component railroad by employees other than Carmen may continue to be performed by such other employees

at the locations at which such work was performed by past practice or agreement on the effective date of this Agreement; and it is also understood that work not included within this Carmen's Classification of Work which is being performed on the Property of any former component railroad by Carmen will not be removed from such Carmen at the locations at which such work was performed by past practice or agreement on the effective date of this Agreement.

It is further understood that Sheet Metal Workers will perform work generally recognized as Sheet Metal Workers' work on caboose, camp, service, work equipment, mechanical refrigerator, and all passenger-equipped cars.

INCIDENTAL WORK

II. When a mechanic or mechanics of a craft or crafts are performing a work assignment, the completion of which calls for the performance of "incidental work" (as hereinafter defined) covered by the Classification of Work Rules of another craft or crafts, such mechanic or mechanics may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as "incidental" when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment. Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work assignment.

If there is a dispute as to whether or not work comprises a "preponderant part" of a work assignment the Company may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee

may request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment. If it does, a claim will be honored by the Company for the actual time at pro rata rates required to perform the incidental work.

CONTRACTING OUT

III. Except in emergencies, employees will perform normal and routine maintenance. The Company shall give favorable consideration to having certain repair work performed by its employees instead of being contracted out, provided the work is performed with existing facilities, without adding employees, and that the cost of such work is competitive with outside manufacturers as to the quality, price, and time of performance, and will not conflict with the performance of normal maintenance. It is not the intention of the Company to contract out as a means of reducing the work force.

The Company shall establish joint Company-Union Committees to facilitate communication between the parties as to work being considered for contracting out, and the advisability of having such work performed by present employees. These committees may make recommendations to the Company concerning the contracting out of work.

Each committee shall be made up of an equal number of representatives of the Company and the Union. Each committee shall keep written minutes and shall meet monthly, unless no contracting-out proposal is pending.

Before any work, as described above, is contracted out, the Company shall provide the appropriate committee with copies of the information submitted to the prospective bidders on the items proposed to be contracted out, thus enabling the Union representatives to prepare and submit a proposal for the performance of such work by the Company's employees within the time frame afforded the prospective bidder to submit a bid.

The information to the appropriate committee shall be furnished it not later than the information is made available to the prospective bidder.

The decision with respect to the contracting out of any particular work shall remain solely that of the Company.

REGULATION NO.1 - EMPLOYMENT AND PROMOTION

1-A-1. (a) Applicants for employment shall be required to answer questions necessary to determine whether or not they are qualified to become satisfactory employees and, shall undergo a physical examination to determine their fitness for the work required and to protect the health and safety of employees.

(b) The application of new employees for employment shall be approved or disapproved within one hundred and fifty (150) days after applicants begin work. In the event of applicants giving materially false information this time limit shall be extended to five (5) years.

(c) A wage progression for new hires will be established in accordance with the following schedule:

<u>Length of Employment</u>	<u>Percent of Applicable Wage/Salary Rate</u>
1st year	70%
2nd year	75%
3rd year	80%
4th year	85%
5th year	90%
6th year	100%

Furloughed Conrail employees who transfer to Metro-North under the terms of the Implementing Agreement dated July 27, 1982 shall not be subject to this progression provided they were hired by Conrail on or

before' December 31 , 1982. However, if such employees would have continued to be covered by the wage progression under the terms of the Conrail Agreement, they shall transfer to Metro-North subject to the Conrail wage progression.

Furloughed Conrail employees whose Conrail date of hire is after December 31, 1982 shall be subject to the wage progression set forth above, but shall receive credit for the period of time worked for Conrail.

1-A-2. Employees shall be classified by craft or class and be compensated for the work so performed as provided for in the Rate Schedule.

1-A-3. When a new position is established for which no work precedent or comparison to existing types of work has been established prior to the effective date of this Agreement, the Company shall establish the rate to be paid for such position and shall notify, in writing, the local committee affected of the establishment of such position and the rate to be paid.

The interested local committee may within thirty (30) calendar days from the date of such written notification request reconsideration of such established rate, and the matter shall be a subject for handling between the Director-Labor Relations and the designated representative of the Unions. Any adjustment made in the rate of pay as the result of such handling shall be effective, at the location involved, as of the date the position was established.

REGULATION NO.2 - SELECTION OF POSITIONS

2-A-1. (a) When new positions are created or vacancies occur, the senior employee shall, if sufficient ability is shown, be given preference in filling such new positions or vacancies that. may be desirable to them. A nonwritten examination or test may be required as a prerequisite to assignment to the position of an employee who has not previously been

qualified on such work by performance or otherwise; an employee bidding for or seeking to displace on such a position shall upon request be promptly given an opportunity to take such examination or test.

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. (b) New positions and all vacancies will be advertised within fourteen (14) calendar days from the date they occur, for a period of five (5) calendar days. Advertisements will be bulletined on Wednesday and will designate the position number, location, tour of duty, rest days, rate of pay and major duty to be performed; vacancies will also indicate the name of the last incumbent. (Note: If Wednesday is a holiday the bulletin will be issued on the following day.)

An advertisement may be cancelled at any time prior to award being made. In the event an advertisement is cancelled, notice to that effect, and the reason therefore, will be posted on bulletin boards on which the advertisement appeared and the interested local committee will be furnished a copy.

Award will be made and bulletin announcing the name of the successful applicant will be posted within ten (10) calendar days after the close of the advertisement. This regulation will not be construed to require the placing of employees on their awarded positions, when properly qualified employees are not available to fill their places, but such transfers must be made within twelve (12) calendar days from effective date of award.

When an employee is awarded a position he will be compensated at the rate of the position he is awarded from the effective date of the award. Copy of the bulletin and award will be furnished to the interested local committee.

(c) Effective February 1, 1987, employees shall be permitted two (2) bid awards in subsequent twelve (12) month periods. If an employee awarded a bid position is subsequently disqualified from that position, such award shall not be counted. If an employee who has been displaced or had

his/her position abolished bids to a vacancy, it shall not count as one (1) of the two (2) bids. Additionally, this Rule shall not apply to promotional bids to the classifications of Carman Helper and Carman.

(d) The provisions of this regulation will not be applied to permit apprentices to bid or apply for advertised positions until their apprenticeship has been completed, nor will the provisions of said regulation apply to the positions of apprentices.

(e) Advertised positions may be filled temporarily pending an assignment.

(f) An employee transferred from a position on one (1) shift to a position on another shift, by award, shall receive an additional eight (8) hours pay at the straight time rate of the position he was awarded for each day he is required to work on his former position subsequent to twelve (12) calendar days from effective date of award.

An employee transferring from one (1) position to another position on the same shift, by award, shall receive an additional three (3) hours pay at the straight time rate of the position he was awarded for each day he is required to work on his former position subsequent to twelve (12) calendar days from effective date of award.

An employee who changes from one (1) shift to another as the result of displacement through reduction in force will be paid overtime rates for the first shift of such change.

(g) In the awarding of advertised positions or vacancies under the provisions of this regulation, bids from employees having seniority in the craft and class in which the vacancy exists will be given first consideration, even if working out of their craft or class.

Furloughed employees with seniority in the craft and class who are furloughed from the class in which the position or vacancy exists, or who are furloughed from a lower class, will be considered as having bid for any vacancy headquartered within thirty (30) miles of his point of hire. If entitled to the position or vacancy, it will be awarded to him and he will be recalled from furlough.

If no bids are received in accordance with the above, application from other employees will be considered in the following order:

1. Mechanic Assignments
 - (a) Senior qualified helper in the craft.
2. Helper Assignments and Mechanic Assignments not filled under 1.
 - (a) Senior qualified coach cleaners in the craft.
 - (b) Senior qualified applicants.

(h) An employee working in a craft covered by this Agreement who acquires seniority in any other craft shall forfeit seniority in the craft in which he was working.

(i) An employee who desires to withdraw his bid or application for an advertised position must file his request, in writing, with the official whose name appears on the bulletin and with copy to the interested local committee prior to the time and date on which the bulletin is closed.

(j) Special Appointments, not to exceed five percent (5%) of the number of employees at each location, may be established at the sole discretion of the Company. Such positions, when established, may be utilized in all phases of Carmen's work where special expertise is desirable.

These positions shall be subject to all Rules of the Agreement effective January 1, 1983, except those dealing with advertisement,

displacement, starting time, rest days and hours of assignment, provided, however, that the overtime provisions shall apply after completion of forty (40) hours' work in any week. Such Special Appointments may be filled by the Company from employees having more than sixty (60) days' seniority on the Carmen's roster.

Employees assigned to such positions shall be paid a wage differential of fifty cents (50¢) per hour above the "0" rate.

2-A-2. (a) An employee who bids for, and is awarded, an advertised position as mechanic in Grades A, B, C or D may not bid for another position for a period of six (6) months following the award.

(b) Other than as provided in paragraph (a) of this Regulation, an employee who bids for, and is awarded, an advertised position cannot bid for the position he has just vacated until same has been advertised a second time, unless, for any reason, such employee has been displaced from the position he has been awarded or unless no bids are received for the position he has just vacated. In either of these events, his bid for the position he has just vacated shall be considered.

2-A-3. (a) 1. Employees awarded advertised positions for which they bid or applied or acquiring positions through displacement of junior employees, will be given full cooperation from supervisory forces and others in their efforts to qualify.

2. An employee failing to qualify for the position selected within fifteen (15) days (working on the position), after having been given a fair opportunity to demonstrate his qualifications, will retain all prior seniority and will, within five (5) working days, return to his former position unless it has been abolished or permanently filled by a senior employee, in which event he may exercise seniority in accordance with Regulation 3-C-3. The employee may be removed from the position at any time during the fifteen

(15) day qualifying period if it becomes apparent that he does not possess the necessary ability and fitness to permit him to qualify.

3. Other employees displaced in the application of this regulation shall exercise seniority in accordance with Regulation 3-C-3.

(b) 1. When the installation of a basically improved type of new machinery or new work methods requiring new or additional skills necessitates the creation of a new position under the Agreement, the position shall be advertised and filled in accordance with the provisions of Regulation 2-A-1. When there is a large scale installation of new machinery or large installation of new work methods requiring new or additional skills which may involve a substantial loss of work as mechanics to senior employees, representatives of the Company and of the employees shall agree upon a training program.

2. If the senior bidder or applicant for such position is not qualified therefore, he shall be assigned as a trainee, and shall be paid the hourly rate of his former position during the training period. If his former position was that of a helper, he shall be paid at the minimum rate of mechanic.

3. Except as may otherwise be agreed upon, such as in the case of large scale installations, the terms "new machinery" and "new work methods" shall be considered as applicable only during the first year of operation at the point involved.

4. The time, specified in Regulation 2-A-1, within which to award and fill advertised positions will be extended by the length of time an employee or employees are in training for the position.

5. The employee who qualifies for the position shall be awarded the position and assigned to it and thereafter shall be paid the rate of the position. The proper officer of the Company after consultation with the employee representative shall determine (subject to appeal) the period of

time an employee shall be paid for learning such position, and the employee representative shall be advised, in writing, the period of time determined upon. .

6. A trainee who qualifies before the end of the specified training period will be awarded and assigned to the position as soon as he is qualified.

7. An employee who fails to qualify for the position shall retain seniority and shall, within five (5) working days, return to his former position unless it has been abolished or permanently filled by a senior employee, in which event he may exercise seniority. Other employees displaced in application of this paragraph (b) may exercise seniority in accordance with Regulation 3-C-3.

2-A-4. (a) A number of the total positions in each class and on each track at any location, not to exceed that indicated below, may, in accordance with the requirements of Regulation 2-A-1(a), be designated to fill vacancies at such location as needed:

<u>Total Positions</u>	<u>Designated Positions</u>
6 and under	2
7 through 13	3
14 through 20	4
21 through 26	6
27 through 33	7
34 through 40	8
41 through 46	10
47 through 59	12
60 through 69	13
70 through 79	15

For every additional ten (10) positions, two (2) additional positions may be designated.

The number of such designated positions requiring welding or air brake qualifications in addition to the bulletined major duty, in relation to the total welders or air brake positions respectively, shall not exceed the appropriate ratio.

After the procedure set forth above in this Regulation have been utilized, and only after such procedures have been utilized, any remaining day-to-day vacancies (including vacation vacancies not filled by vacation relief employees) or advertised positions temporarily vacant pending award, may, if filled, be filled by agreement between the General Foreman and the Union representative; otherwise the available junior, qualified employee shall be assigned.

REGULATION NO.3 - SENIORITY

3-A-1. (a) Seniority of mechanics begins at the time they are employed as such provided they qualify on such positions; except, at the expiration of their apprenticeship, the seniority of apprentices retained in the service will be carried to and shown on any apprenticeship roster and their seniority standing as mechanics will date from the first day employed as apprentices.

(b) Seniority as helpers or coach cleaners begins at the time they are employed in their respective class.

(c) Helpers and coach cleaners acquiring ~ advertised positions in a higher class shall retain helper or coach cleaner seniority. Such employees maintaining seniority in more than one (1) classification must hold a regular assignment in their higher classification. If the employee elects voluntarily to bid down to a position carrying a lesser rate of pay, the employee will lose his seniority on the roster carrying the higher rate. This does not apply to an employee who, due to a displacement or furlough, can only work in a lower rated position, or who as a result of a physical disability can no

longer maintain a higher rated position. Hardship cases will be reviewed and decided upon by Local Agreement.

(d) The term "acquiring advertised position" as used in this regulation contemplates that the employee qualifies and physically takes over the position.

(e) If two (2) or more employees start to work at the same time and on the same day, their seniority rank on the roster of their respective classes will be in the order of their date of birth.

(1) If two (2) or more employees on the same roster acquire seniority in a higher class on the same day, their relative rank in the higher class shall be the same as the class from which promoted.

3-C-1. (a) Notice of force reduction or abolishment of position at any point or in any department shall be posted or given as soon as possible and not less than five (5) working days in advance, except no advance notice to employees shall be required before temporarily abolishing positions or making temporary force reductions under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered in paragraph (b) below, provided that such conditions result in suspension of the Company's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding" the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours pay at the applicable rate for his position.

(b) No advance notice shall be required before positions are temporarily abolished or forces are temporarily reduced where a suspension

of the Company's operation in whole or in part is due to a labor dispute between the Company and any of its employees.

3-C-2. When forces are reduced, seniority in accordance with Regulations 3-A-1, 3-8-1 and 3-C-3 will govern.

3-C-3. (a) Employees whose positions are abolished may, within five (5) working days after being notified that their positions are abolished, exercise their seniority.

Other employees affected by such exercise of seniority may, within five (5) working days after being notified that they will be displaced, exercise their seniority.

(b) An employee reporting for duty after leave of absence, vacation, sickness, disability or suspension must return to his former position if not abolished or filled by another employee in the exercise of seniority and may, within five (5) working days exercise seniority to any position bulletined during his absence. If, during his absence, his regular position has been abolished or filled by another employee in the exercise of seniority, he may, within (5) working days after reporting for duty, exercise seniority.

(c) Employees failing to exercise seniority shall be furloughed from active service; employees who fail to exercise seniority within thirty (30) miles of their point of hire shall forfeit all seniority.

(d) An employee exercising seniority under the provisions of this regulation to a position occupied by a junior employee must give notice to the Local Official prior to the termination of the preceding tour of duty of the position to which he is exercising seniority that he will take over the assignment at the start of the next tour of duty. Provided, however, that when an employee's position is abolished or permanently filled by a senior employee during his absence on consecutive rest days, vacation,

suspension, leave of absence, sickness or disability, he shall be afforded a day's work on the day of his return to duty under the following circumstances:

1. When returning from consecutive rest days and his position has been abolished effective the day of his return, and he was not notified by written notice or posted bulletin of such abolishment at least four (4) hours prior to the end of his tour of duty on the work day preceding such rest days.

2. When returning from vacation or suspension and he was not notified personally, more than forty-eight (48) hours prior to his return to duty, that his position has been abolished or permanently filled by a senior employee, or if he was so notified and indicated at the time of personal notification that he intends to return to work at the termination of his scheduled vacation or suspension.

3. When returning from leave of absence, sickness, or disability and he notifies his immediate supervisor of his intended return more than forty-eight (48) hours before he reports for duty and has not been notified that his position has been abolished or permanently filled by a senior employee.

When entitled to a day's work under any of the foregoing provisions, compensation therefore shall be at not less than the grade rate of his former position, and assignment to work under such circumstances will not constitute a violation of any temporary upgrading rule.

3-C-4. When conditions develop so that an employee cannot satisfactorily perform the assigned work, he will be permitted to exercise seniority under Regulation 3-C-3 subject to agreement between the Company and the local committee.

Employees will be given full cooperation of supervisory forces and others in their effort to qualify.

3-C-5. In the restoration of forces seniority will govern in accordance with Regulations 3-A-1 , 3-8-1 , employees to take the rate of position to which assigned.

3-C-6. Employees furloughed must keep their employing officer advised of any change in their current address. Employees failing to report for duty for positions expected to be of more than sixty (60) days duration, within ten (10) calendar days after a Certified U.S. Mail notice is mailed to the last recorded address, will forfeit all seniority.

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

(b) Employees promoted prior to January 1, 1992 to official, supervisory or excepted positions from crafts or classes represented by the TWU shall retain their current seniority but shall be required to remain a member in good standing in order to accumulate additional seniority..

(c) All promoted official and excepted employees will make their intentions known on the form to be provided to the official in charge at the location with a copy to the Union within sixty (60) calendar days from the date of promotion or the date of this Agreement.

(d) Supervisory employees who are returned to the ranks of shop craft employees may, within five (5) working days, exercise seniority over any junior employee in their craft.

Other employees displaced as a result thereof may exercise seniority in accordance with the provisions of Regulation 3-C-3.

(e) The names of employees appointed to positions referred to in the foregoing paragraphs of this regulation below the rank of Assistant Master Mechanic (or comparable rank) shall be shown on the seniority roster.

3-E-1. Seniority rosters shall be prepared for each class, showing the names, seniority dates, and relative standing of all employees.

3-E-2. Rosters shall be posted, on bulletin boards provided for that exclusive purpose, in places accessible to all employees affected and shall be revised as of January 1st and posted in January of each year. An employee shall have sixty (60) calendar days from, date his name first appears on the roster to appeal his roster date or relative standing thereon, except that in case of an employee off on leave of absence, vacation, sickness, disability, suspension or furlough, at the time the roster is posted, this time limit shall apply from the date the employee returns to duty. If no appeal is taken within the sixty (60) calendar day period, future appeals will not be entertained unless the employee's roster date or his relative standing is changed from that first posted. A note shall be placed on each roster stating the time limit of appeal.

Copies of the rosters shall be furnished to the local committee, the General Chairman and Director-Railroad Division.

3-E-3. No change in seniority standing of any employee shall be made on the part of the Company without conference and agreement with the local committee. When such a change is made, the employee, whose' seniority standing was the subject of the conference and agreement, shall be notified, in writing, of the change.

3-F-1. (a) Subject to agreement, in writing, between the proper official of the Company and the interested local committee, a disabled employee covered by this Agreement may be placed in a new position or vacancy which has been advertised, a position or vacancy that is under advertisement but not yet filled, or in a position occupied by a junior employee covered by this Agreement, provided such employee is capable of performing the duties required. An employee who is so placed shall be compensated at the rate of the position in which he has been placed.

(b) An employee who has been placed in a position as set forth in paragraph (a) hereof shall forfeit his right to retain the protection afforded by this regulation if he thereafter bids for other advertised positions or vacancies, and the position on which he was placed shall thereupon be advertised. In such case, if the disabled employee is not awarded the advertised position or vacancy for which he has bid, he may exercise seniority within five (5) working days to a position the duties of which he is capable of performing and may bid for the position on which he was placed if in the future it is advertise~ again.

(c) A position of mechanic or helper, in which a disabled employee has been placed by agreement under paragraph (a) hereof, shall not except as provided in paragraph (b) hereof, be subject to the seniority or advertising provisions of this Agreement, but a disabled employee so assigned may be displaced by a senior qualified mechanic or helper holding seniority in the craft to which a disabled employee has been assigned, provided that there is no other position as mechanic or helper in the craft for which such senior employee is qualified.

(d) A position of coach cleaner in which a disabled employee has been placed by agreement under paragraph (a) hereof, shall not, except as provided in paragraph (b) hereof, be subject to the seniority or advertising provisions of this Agreement, but a disabled employee so assigned may be displaced by a senior qualified employee if there is no other coach cleaner

position covered by this Agreement to which such senior employee can exercise seniority.

(e) Employees displaced in the application of this regulation may exercise seniority in accordance with Regulation 3-C-3.

REGULATION NO.4 - TIME ALLOWANCES

4-A-1. Eight (8) consecutive hours' work, exclusive of the meal period (ten (10) hours for four (4) days gangs) shall constitute a day, except as provided in Regulation 4-8-1.

4-8-1. Where service is intermittent, eight (8) hours' actual time on duty within a period of ten (10) hours shall constitute a day's work. Employees filling such positions shall be paid overtime for all time actually on duty or held for duty in excess of eight (8) hours from the time required to report for duty to time of release within ten (10) consecutive hours, and also for all time in excess of ten (10) consecutive hours computed continuously from the time first required to report until final release. Time shall be counted as continuous service in all cases where the interval of release from duty does not exceed one (1) hour.

4-8-2. The Carrier shall have the right to utilize coach cleaners in a split-shift capacity as described herein.

(a) The total number of split-shift employees in the Coach Cleaner classification shall not exceed five percent (5%) of the total number of employees in that classification. (Fractional percentages shall not be considered.)

EXAMPLE: If the total number of employees in the Coach Cleaning classification equals 220, the Carrier shall have the right to employ a total of 11 split-shift Coach Cleaners.

(b) Split-shift employees will be placed on the same seniority roster with full-time employees covered by the Transport Workers Union of America Agreement. Split-shift employees will accumulate seniority in the same manner as full-time employees covered by said Agreement.

(c) Full-time employees will be permitted, subject to Regulation 2, to bid on vacant split-shift positions.

(d) Split-shift employees will be permitted, subject to Regulation 2, to bid on vacant full-time positions.

4-C-1. (a) Time worked by an employee in excess of eight (8) hours in any twenty-four (24) hour period, computed from the starting time of the employee's regular shift, will be considered as overtime and paid for at the rate of time and one-half, except that double time will be paid for time worked in excess of sixteen (16) hours in such twenty-four (24) hour period.

(b) A relief employee who performs relief work in two (2) or more positions within a twenty-four (24) hour period will be paid straight time for the first eight (8) hours worked in each position. For time worked in excess of eight (8) hours on any of the positions so relieved, he will be paid time and one-half.

(c) An employee who works all of the hours of his assignment in a work week shall be paid for at one and one-half times the applicable straight time rate of pay, except where such work is performed by an employee due to moving from one (1) assignment to another, or where days off are being accumulated in accordance with the provisions of Regulation 5-A-1 (i)(3).

(d) 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, 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.

(e) The term "work week" 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.

4-C-2. (a) Work performed by a regularly assigned employee on any rest. day of his assignment shall be paid at the overtime rate only if he has worked. all the hours of his assignment in that work week, except that work performed by a regularly assigned employee on the second rest day of his assignment shall be paid at double the basic straight time rate provided he has worked all the hours of his assignment in that work week and has worked the first rest day of his work week. Emergency work paid for under the call regulations will not be counted as qualifying service under any part of this paragraph nor will it to be paid for under the provisions hereof.

Where agreement has been reached, as provided for in Regulation 5-A-1 (i)(3) for the accumulation of rest days, compensation for time worked on his rest days shall be at straight time rate.

(b) Work performed on an assignment starting in advance of midnight on any day will be considered as work performed on the day the assignment began.

Work performed on an assignment starting at 12:00 midnight will be considered as work performed on the following day.

(c) No employee shall have a demand right to work on his assigned rest day nor in excess of five (5) days in any workweek.

In the assignment of employees to work overtime, due consideration shall be given to:

1. Their qualifications.
2. Local Agreements covering the distribution of overtime.
3. The regularity of their service on regular workdays, so that employees who display a pattern of absenteeism on regular workdays shall not be entitled to share in the work distributed.

4-C-3. (a) Work performed on the following legal holidays, namely:

New Year's Day
President's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Eve
Christmas
New Year's Eve

or the day observed will be paid for at the time and one-half rate with a minimum of three (3) hours.

(b) Subject to the qualifying requirements applicable to regularly assigned employees contained in paragraph (c) hereof, each regularly assigned employee shall receive eight (8) hours' pay at the straight time rate of the position to which assigned for each of the holidays enumerated in 4-C-3(a).

(c) A regularly assigned employee shall qualify for the holiday pay provided on paragraph (b) hereof if compensation paid him by the Company is credited to the full workdays immediately preceding and following such holiday except that an employee will not forfeit holiday pay if he is absent for several minutes (up to a total of sixty (60) minutes) for a legitimate reason on the days preceding and following the holiday. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following the rest days shall be considered the workday immediately following the holiday. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

The fact that no compensation paid by the Company is credited to the workday immediately preceding or following the holiday shall not disqualify an employee for holiday pay to which he would have been otherwise entitled (1) if the employee is a duly accredited union representative, and, as such, attends a regularly scheduled meeting with the Company, or is required to attend a meeting at the Company's request, on the workday immediately preceding or following the holiday, or (2) if the employee is absent from work on the workday immediately preceding or following the holiday because of death in the employee's family occurring within three (3) work days of the day of such absence. "Family" as used in this regulation means the employee's spouse, child, parent, parent-in-law, brother or sister, step child, grandparents or grandchild.

(d) When any of the holidays enumerated in Regulation 4-C-3, or the day observed, falls during an employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for in paragraph (a) of this regulation provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes. An employee's vacation period will not be extended by reason of any of the ten (10) recognized holidays, or the day observed.

(e) . Special qualifying provision for employees qualifying for both the Christmas Eve and Christmas Day holiday and the New Year's Eve and New Year's Day holiday:

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" or the "day," as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "workday" or the "day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

An employee who meets all other qualifying requirements will qualify for holiday pay for both New Year's Eve and New Year's Day if on the "workday" or the "day," as the case may be, immediately preceding the New Year's Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "workday" or the "day," as the case may be, immediately following the New Year's Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday.

An employee who does not qualify for holiday pay for both New Year's Eve and New Year's Day may qualify for holiday pay for either New Year's Eve or New Year's Day under the provisions applicable to holidays generally.

(f) Under no circumstances will an employee be allowed more than one (1) overtime payment for service performed by him on a holiday which is also a work day, a rest day and/or a vacation day.

(g) In addition to the holidays enumerated in 4-C-3(a), each employee shall be entitled to one (1) personal holiday. This personal holiday may be taken upon forty-eight (48) hours advance notice from the employee to the Company officer, provided, however, such days may be taken only when consistent with the requirements of the Company's service. It is not intended that this condition prevent an eligible employee from receiving a personal holiday except where the request for the holiday is so late in a calendar year that service requirements prevent the employee's utilization of the holiday before the end of that year.

The Rules applicable to personal leave days shall be applicable to the personal holiday.

(h) Consistent with the requirements of service, employees will be permitted upon forty-eight (48) hours notice to utilize a personal, vacation or authorized unpaid day off to observe Martin Luther King Day.

(i) Effective January 1, 1998 an employee with thirty (30) or more years of continuous service will be entitled to one (1) paid day off on their birthday on forty-eight (48) hours notice and consistent with the needs of service.

4-C-4. Bereavement leave, not in excess of three (3) work days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse, spouse's. parent, step - child, grandchild or grandparent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual

manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

4-0-1. For service continuous with and after bulletined hours employees shall be paid the overtime rate.

4-0-2. For service continuous with and before bulletined hours, employees shall be paid at the overtime rate on the actual minute basis with a minimum of one (1) hour.

4-E-1. Employees called, who report for work, shall be given not less than three (3) hours' work and paid as provided for in Regulation 4-C-1.

4-F-1. (a) There may be one, two or three shifts employed. The starting time of any shift shall be arranged by mutual understanding between the local officer and the local union representative based on actual service requirements; otherwise the provisions of Regulation 5-8-1 will apply.

(b) The time and length of the lunch period shall be subject to mutual agreement and shall be between the 4th and 5th hour.

(c) Where two (2) shifts are employed, the spread of the second shift shall consist of eight (8) consecutive hours, including an allowance of twenty (20) minutes for lunch.

(d) Where three (3) shifts are employed, the spread of each shift shall consist of eight (8) consecutive hours, including an allowance of twenty (20) minutes for lunch.

(e) Employees required to work during the lunch period shall receive actual time at straight time rate for the period so worked, and shall be allowed a reasonable time, without loss of pay, in which to eat. This does

not apply where employees are allowed the twenty (20) minutes for lunch without deduction therefore.

(f) Employees required to work more than three (3) hours beyond their bulletined working hours will be allowed reasonable time off, with pay, for a meal period. A meal allowance of \$7.00 shall be granted to the employee which will be received with his regular pay.

Subsequent meal periods, in accordance with the terms referred above, will be allowed at five (5) hour intervals following the termination of the preceding meal period.

Employees required to work more than three (3) hours before the start of their regular bulletin hours will be allowed reasonable time off with pay for a meal period. A meal allowance of \$7.00 shall be granted to the employee which will be received with his regular pay.

4-G-1. Employees changed from one (1) shift to another shall, when practicable, be relieved for necessary rest.

Except as provided in Regulation 4-C-1 (b) employees so changed will, if required to work more than their bulletined hours in any twenty-four (24) hour period, be paid at the time and one-half rate.

The provisions of this regulation- are not applicable when employees change shifts in the exercise of seniority, except as provided in Regulation 2-A-1 (e), third paragraph.

4-H-1. Employees sent out on the road for service shall be paid from time reporting at designated point at the home station until they return to home station, as follows:

(a) For other than wrecking service:

On assigned working days:

For all time traveling or waiting at the straight time rate. For time worked at the point to which sent -- at straight time and overtime rates in accordance with Regulation 4-C-1.

On rest days and the recognized holidays:

For all time waiting or traveling in excess of the employee's home station bulletined hours at the time and one-half rate.

(b) For wrecking service:
See Regulation 7-F-1 (d)

(c) If during the time on the road including wrecking service, an employee is given opportunity to rest five (5) or more hours, he will not be paid for such relief time. When necessary to travel to and from another point to secure lodging, such travel and/or waiting time will be paid for in accordance with sections (a) and/or (b) of this regulation.

(d) Employees shall not be paid less for this service than their bulletined hours at the home station at their hourly rate.

(e) When meals and lodging are not provided, actual reasonable expenses shall be allowed.

(f) No payments will be allowed to an employee for "travel time" to or from work locations included in his relief assignment, within his seniority district.

4-1-1. Employees sent to an outlying point to fill temporary vacancies, or for temporary duty, shall receive time from the time reporting at the designated point at home station to time reporting at the outlying point, and similarly for the return trip, at straight time rates. Time worked at

the outlying point in accordance with the bulletined hours of said point shall be paid as provided for in Regulation 4-C-1 or 4-C-2.

Employees shall not be paid less for this service than their bulletined hours at home station.

When meals and lodging are not provided, actual reasonable expenses shall be allowed.

4-J-1. When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate for his entire tour of duty.

An employee required to fill temporarily the place of another employee receiving a lower rate, shall not have his own rate changed.

4-J-2. (a) When an employee is assigned temporarily for part of his assigned tour of duty to the inspection and testing of locomotives, tenders, and locomotive boilers, including the preparation of and certification to reports required by the Federal Locomotive Inspection Laws, he shall be paid six cents (6¢) per hour in addition to his regular rate, for the hours of his assigned tour of duty which he works that day.

(b) When an employee is assigned temporarily for part of his assigned tour of duty to perform work (not covered by Regulation 4-J-1 nor the preceding paragraph) for which the Rate Schedule specifies a rate in excess of his regular rate, he shall be paid the higher rate for the actual time so engaged; if the time so engaged exceeds four (4) hours, he shall be paid the higher rate for the entire tour of duty.

4-K-1. An employee assigned temporarily to fill a supervisory position shall, for the tour of duty, be paid the rate of the position filled.

4-L-1. (a) The following allowances will be made for time spent incident to attending court as a witness for the .Company:

1. On a day or days the employee is assigned to work, compensation equal to what would have been earned had such interruption not taken place.
2. On a day or days the employee is not assigned to work (including rest. days and holidays), compensation equal to what would have been earned had such interruption not taken place but not less than eight (8) hours' pay at his regular straight time rate.
3. On holidays, straight time holiday pay for which an employee is qualified will be paid in addition to the allowance provided in paragraph 2 above.

(b) While away from headquarters incident to attending court as a witness for the Company, an employee shall also be allowed necessary actual expense.

(c) All fees and mileage accruing to an employee required to attend court as a witness for the Company will be assigned to the Company.

(d) When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

1. An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.

2. The number of days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.
 3. No Jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
 4. When an employee is excused from railroad service account of jury duty the Company shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other Rules.
 5. Except as provided in paragraph (6), an employee will not be required to work on his assignment on days which jury duty:
 - (a) ends within four (4) hours of the start of his assignment; or
 - (b) is scheduled to begin during the hours of his assignment or within four (4) hours of the beginning or ending of his assignment.
 - (6) On any day that an employee is released from jury duty and four (4) or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.
- 4-M-1. (a) Where practicable, investigation and trials will be held during assigned working hours.
- (b) When attending an investigation or trial by direction of an officer of the Company, during his working hours, either regular or overtime, an employee shall not suffer any loss of compensation.

(c) An employee required by the Company to attend an investigation or trial immediately after having finished, or just prior to reporting for work, and continuous therewith, shall be compensated at the time and one-half rate for the time spent in attending such investigation or trial outside of his working hours.

(d) When attending an investigation or trial by direction of the Company on an assigned rest day, an employee shall be compensated for the time 50 spent with a minimum of four (4) hours at the straight time rate of his position. If such employee would have been entitled to work on such day, he will be allowed compensation at the time and one-half rate for the number of hours he would have worked had such interruption not taken place and at the straight-time rate for any additional time attending the investigation or trial.

(e) When attending an investigation or trial by direction of the Company on a holiday which falls on a day an employee is normally assigned to work, such employee will be compensated for the time 50 spent as though he had worked.

(f) For attending an investigation or trial by direction of an officer of the Company at any time other than those mentioned above, an employee shall be compensated for the time 50 spent, with a minimum of three (3) hours at the straight time rate of the position.

(g) The above provisions do not apply to the time spent attending a trial outside his assigned hours for an employee who is found guilty.

4-N-1. (a) Employees whose work is interrupted while on duty, for reasons mentioned in Regulation 3-C-1, and who are released from duty, shall be paid for time actually worked with a minimum of four (4) hours' pay at the straight time rate.

(b) Employees who have not been notified before leaving home that their services are not required, and who report for work and are unable to start to work at their regular starting time, or whose work is interrupted for reasons mentioned in paragraph (a) above, may be temporarily assigned to other work. If so assigned, they will be allowed to complete their full tour of duty and shall be paid as provided in the Rate Schedule and Regulation 4-C-1.

4-O-1. A claim for compensation alleged to be due or grievance may be made only by an employee, or on his behalf by a duly accredited representative of the Union, and must be presented in writing to the Company's designated representative no later than thirty (30) calendar days from the date of the occurrence on which the claim or grievance is based.

(b) Claims or grievances not presented within the time limit specified in the foregoing paragraph (a) shall not be entertained or allowed.

(c) Within thirty (30) calendar days from the date the claim or grievance was presented, the General Foreman will notify the employee or the Union whether the claim or grievance is allowed or disallowed. If allowed, the employee or the Union shall be advised in writing as to the amount of money to be allowed and the payroll on which payment will be made. If the General Foreman does not reply within thirty (30) calendar days, with a reason for denial in writing a two (2) hour penalty payment at the straight rate must be paid to the Claimant. Such claims are not automatically allowed, but rather may be appealed thereafter on their merits.

(d) A claim for compensation or grievance denied in accordance with the foregoing paragraph (c) shall be considered invalid unless it is listed for discussion with the highest officer designated by the Company to handle claims and grievances by the employee or by a duly accredited representative within thirty (30) calendar days from the date the claim or grievance is denied. When the request for listing with the highest

designated officer is transmitted by United States mail, the date of mailing as indicated by the postmark or other Post Office record will be considered the date on which the claim was listed.

(e) When a claim for compensation alleged to be due or grievance has been listed for discussion with the highest designated officer in accordance with the foregoing paragraph (d) and is not allowed, the employee or the duly accredited representative shall be notified to this effect, within thirty (30) days from the date the claim or grievance was discussed with the highest designated officer. When not so notified, the claim shall be allowed.

(f) The decision of the highest designated officer shall be final and binding unless within thirty (30) calendar days from the date the claim or grievance is denied proceedings for disposition of the grievance are instituted for final and binding arbitration.

(g) Arbitration shall be held as soon as practicable at a time and place to be agreed upon by the parties.

4-P-1. Metro-North and the TWU will appoint, by mutual consent, an Impartial Arbitrator, who will have exclusive jurisdiction over all final appeals in claims for compensation, discipline proceedings, or any dispute concerning the interpretation of this Agreement. The person appointed Impartial Arbitrator shall be subject to replacement by mutual consent of the parties, at any time, and after the Impartial Arbitrator has served for one (1) year, by unilateral determination of either Metro-North or TWU at that time and every two (2) years thereafter. If the office of Impartial Arbitrator should become vacant, the parties will designate a new Arbitrator as soon as practicable. The Impartial Arbitrator will be compensated by the National Mediation Board, unless and until such funding is no longer available, in which event the cost of the Arbitrator will be shared equally by the Company and the TWU.

REGULATION NO.5 - HANDLING OF EMPLOYEES

5-A-1. (a) The Company will establish for all employees covered by this Agreement, subject to . the exceptions contained in this regulation, a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7); the work weeks may be staggered in accordance with the Company's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions which follow:

(b) Normal working hours, which will be bulletined for all employees, will not be greater than eight (8) hours on any day, nor forty (40) hours in any week. Work weeks of four (4) ten (10) hour days can be established by mutual agreement.

(c) The expressions "positions" and "work" as used herein refer to services, duties or operations necessary to be performed the specified number of days per week, and not to the work week of individual employees.

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

(e) When the nature of the work is such that employees will be needed six (6) days each week, the rest days will be either Saturday and Sunday, or Sunday and Monday.

(f) On positions which 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.

(g) All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six (6) or seven (7) day service, or

combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned.

Assignments for regular relief positions may, on different days, include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

(h) If, in positions or work extending over a period of five (5) days per week an operational problem arises which the Company contends cannot be met under the provisions of paragraph (d) of this regulation 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 Company nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim.

(i) The typical work week is to be one with two (2) consecutive days off, and it is the Company'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 (e), (f) and (g) of this regulation, the following procedures shall be used:

1. All possible regular relief assignments shall be established pursuant to paragraph (g) of this regulation.
2. Possible use of rest days other than Saturday. and Sunday by agreement between the proper officer of the company and the authorized union representative, or in accordance with other provisions of this Agreement.

3. Possible accumulation of rest time, and granting of longer consecutive rest periods, by agreement between the proper officer of the Company and the authorized union representative.
4. Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
5. If the foregoing does not solve the problem, then some of the relief men may be given nonconsecutive rest days.
6. If, after all the foregoing has been done, there still remains service which can only be performed by' requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) non-consecutive days off.
7. The least desirable solution of the problem would be to work some regular employees on the sixth or, seventh days at overtime rates and thus withhold work from additional relief men.
8. If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Company may nevertheless put the assignment into effect subject to the right of the employees to process the dispute as a grievance or claim, and in such proceedings the burden will be on the Company 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.

5-8-1. When one (1) shift is employed, the normal starting time shall not be earlier than 6:00 A.M. nor later than 8:00 A.M. .

When two (2) shifts are employed, the second shift shall normally start immediately following the first shift.

When three (3) shifts are employed, the third shift shall normally start immediately following the second shift.

Metro-North will have the right to establish multiple start times on a shift twice each calendar year at each location upon written notice to the General Chairman. Such shifts shall be governed by the starting times above.

In establishing the starting and quitting time for the employees on the various shifts, the economy and efficiency of the service shall receive first consideration, and when starting any shift within the time limits specified in this regulation would necessitate the use of an otherwise unnecessary additional shift the normal starting time may be departed from. When requirements of the service necessitate, lapped shifts may be established but shall not be resorted to when other equally economical arrangements can be made.

5-C-1. Where the Uniform Time Act of 1966 is in effect, the assigned hours of the positions will be automatically adjusted to conform with the provisions of said Act.

5-D-1. When ,bulletined hours for all forces are eight (8) hours per day, and the second shift follows immediately after the first shift, it shall be the policy to make the starting time and quitting time for all employees on each shift the same at the respective points. Where three (3) shifts are worked by a part of the force and one (1) or two (2) shifts by the rest, the quitting time of the first shift and the starting and quitting time of the second shift of the one (1) or two (2) shift forces shall be governed by the length of their lunch periods.

5-D-2. Exceptions to Regulation 5-D-1 shall be necessary when the normal starting times are varied from as indicated in Regulation 5-8-1.

5-E-1. (a) When it becomes necessary for employees to work overtime, they shall not be laid off during regular working hours to equalize the time.

(b) Overtime work shall be distributed in accordance with agreement between the proper officer of the Company and the local committee.

5-F-1 (a) Mechanics may perform any work of their craft for which they are qualified.

(b) None but mechanics or apprentices regularly employed as such shall do work specified as that to be assigned to fully qualified mechanics.

(c) Foremen may perform such part of mechanics' duties as are necessary at outlying points where qualified employees covered by this Agreement are not employed or are not immediately available. Mechanics' positions will not be abolished and Foremen positions established in lieu thereof or mechanics' work assigned to Foremen, in order to evade this Rule. .

The language "immediately available" is interpreted to mean that such employees can report to work within one (1) hour from time called.

(d) Where there is, in a shop, eight (8) hours on a trick of the work of burning (cutting) and oiling, as described in the Carmen's Helpers' Work Classification Rule, and such work can be assigned to the helper classification in the shop without delaying the performance of any mechanic work in the shop, a helper position will be established for such work; this is not intended to prohibit mechanics from performing the work of burning (cutting) and oiling in such shops.

5-F-2. (a) At outlying points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will, so far as they are capable of doing so, perform the work of any craft that it may be necessary to have performed.

An "outlying point" as that term is used in the foregoing paragraph is understood to mean a minor inspection or repair facility (engine house or car shop) where the total number of regularly assigned Shop Craft positions, excluding relief positions, does not exceed ten (10) mechanics or fifteen (15) employees.

5-F-3. When a machine or machines at a location is used to perform work of more than one (1) craft; the Company may establish a position or positions to perform all work on such machine or machines, and assignment to such position or positions shall be based on the equities of the various crafts in the work performed by the machine or machines. If the assignment of the particular craft to such position is not satisfactory to the crafts involved, the matter may be handled in accordance with the procedure for disposition of jurisdictional disputes.

5-G-1. A training or apprentice program shall be established.

5-H-1. Mechanics' helper work is any work in his craft that he is capable of performing in assisting a mechanic or an apprentice, or any work to which he may be assigned which is recognized as helper's work in his craft.

REGULATION NO.6 - DISCIPLINE

6-A-1. (a). Except as provided in Regulation 6-A-6 employees (with the exception of new hires, who are covered by the new hire provisions of this Agreement) shall not be suspended nor dismissed from service without a fair and impartial trial, nor will an unfavorable mark be placed upon their discipline record without written notice thereof to the employee and his union representative.

(b) When a major offense has been committed, an employee suspected by the Company to be guilty thereof may be held out of service pending trial and decision.

6-A-2. An employee who is required to make a statement prior to the trial in connection with any matter which may eventuate in the application of discipline to any employee, if he desires to be represented, may be represented by a union representative. A copy of the employee's statement, if reduced to writing and signed by him, shall be furnished him by the Company upon his request, and a copy shall be given to the union representative, if so requested.

6-A-3. (a) An employee who is accused of an offense shall be given reasonable prompt advance notice, in writing, of the exact offense for which he is to be tried.

(b) The trial shall be scheduled to begin within thirty (30) calendar days from the date the office of employee's General Foreman had knowledge of the employee's involvement.

For a valid reason, a trial may be postponed for a reasonable period at the request of the Company, or the employee, or the employee's union representative.

(c) If he desires to be represented at such trial, he may be accompanied by a union representative. The accused employee or the said representative shall be permitted to question witnesses insofar as the interests of the accused employee are concerned. Such employee shall make his own arrangements for the presence of any witnesses appearing in his behalf, and no expense incident thereto shall be borne by the Company.

(d) A copy of the employee's statement, if reduced to writing, and signed by him, shall be furnished him by the

Company upon his request, and a copy shall also be given to his union representative, if he is so represented.

6-A-4. If discipline is to be imposed following trial and decision, the employee to be disciplined shall be given written notice thereof not later than thirty (30) calendar days after the trial is completed and at least fifteen (15) calendar days prior to the date on which the discipline is to become effective, except that in cases involving dismissal, such dismissal may be made effective at any time after decision without advance notice. If so represented at the trial, his union representative shall be given a copy of the notice of discipline.

6-A-5. (a) If the employee is dissatisfied with the decision, the employee or, on his behalf, by his duly accredited representative may appeal such decision by filing a written request for a hearing within ten (10) calendar days from receipt of the decision to the highest designated officer of the Company to whom appeals may be made. The request for a hearing, when the discipline imposed is suspension, shall act as a stay, except in the case of a major offense, until after a decision is rendered on the appeal.

(b) The highest designated officer of the Company to whom appeal has been made will notify the appellant of the time and place for the appeal within fifteen (15) calendar days from the date of receipt of such request. A decision on the appeal shall be rendered within thirty (30) calendar days of the date of the hearing.

c. (c) The decision of the highest appeals officer shall be final and binding unless within fifteen (15) calendar days of receipt of said decision the employee or his duly accredited representative submits a written request for arbitration to the Impartial Arbitrator. A copy of the request shall be sent to the Company.

d) Arbitration shall be held as soon as practicable at a time and place to be agreed upon by the parties.

(e) After the employee and the Company have been given an opportunity to be heard and to submit proof as may be desired, the decision in writing of such Impartial Arbitrator shall be final and binding on both parties to the dispute to the same extent as such disputes would otherwise be referable to a board of adjudication under the Railway Labor Act, as amended.

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

6-A-6. (a) An employee may be disciplined by reprimand or suspension without a trial, when the involved employee, his union representative and the authorized official of the Company agree in writing to the responsibility of the employee and the discipline to be imposed.

(b) Discipline imposed in accordance with this regulation will be final with no right of appeal.

6-A-7. If discipline assessed is a reprimand and an employee maintains an unblemished record from the date of the G-32 (Notice of Discipline) for a one (1) year period (including warnings) then the reprimand will be removed from his/her record.

If an employee is assessed discipline of a sixty (60) day suspension or less and maintains an unblemished record from the date of the G-32 (Notice of Discipline) for a two (2) year period (including warnings), then the discipline will be removed from his/her record. It is understood that the two (2) year period of expungement will commence on February 24, 1995.

REGULATION NO.7 - MISCELLANEOUS

7-A-1.(a) A place shall be provided in all shops and engine houses, where, under lock and key, Company notices affecting shop operation shall be posted.

(b) A place shall be provided in all shops and engine houses, where, under lock and key, union representatives may post notices of interest to the employees.

No notice shall be posted without the permission of the shop management.

7 -B-1. No employee injured at work shall be required to make a statement until he has received proper medical attention. A union representative of an injured employee may, if he so desires, and the injured employee has no objection, remain with the injured employee until medical attention has been given. Such representative when he accompanies an injured employee shall do so without compensation from, nor expense to, the Company, with the further understanding that he will not interfere with, nor disrupt, the Medical Department procedures or the prompt rendering of medical attention, and that he shall be subject to any and all limitations imposed by the medical officer or attending physician who is treating the injured employee or such limitations or restrictions as may be imposed by the medical facility at which the injured employee is being treated.

7 -B-2. All yards and shops shall have first-aid kits on the premises. Said first-aid kits shall be kept in proper condition and inspected weekly.

7-B-3. (a) Employees who are qualified to render first aid shall be available at shops, yards and engine houses.

(b) Notice shall be posted at all shops, yards and engine houses, showing location of first aid equipment; name, address and phone number

of Medical Examiners and Company Surgeons; and the location and phone number of hospitals and ambulance service.

7-C-1. (a) Employees shall not be required to furnish their privately owned automobiles for Company use.

(b) Employees requested to and using their private automobiles for Company business shall be allowed mileage made for use thereof in accordance with the mileage rate established by the Company.

7-D-1. Employees shall be paid off during their regular working hours, bi-weekly, except where existing State laws require a more frequent paying off condition. Should the regular payday fall < on one of the holidays specified in Regulation 4-C-2, olean days when the shops are closed down, men shall be paid on the preceding day.

7-D-2. Where there is a shortage equivalent to one (1) day's pay or more in the pay of an employee, a voucher shall be issued upon request to cover the shortage.

7-D-3. Employees leaving the service of the Company shall be furnished within twenty-four (24) hours after leaving the service, if their service is at a point where vouchers are issued, with a time voucher covering all time due.

If their service is not at such a point, the voucher shall be furnished within forty-eight (48) hours (Saturdays, Sundays, and Holidays excepted), or earlier when possible.

7-D-4. During inclement weather, provision shall be made where buildings are available, to pay employees under shelter.

7-E-1. The Company shall furnish good drinking water, and ice if necessary. Drinking fountains shall be maintained in a sanitary and

serviceable condition. The Company shall keep pits, floors, lockers, toilets, washrooms and lunchrooms, in good repair and in a clean, dry and sanitary condition.

7 -E-2. Shops, locker rooms, washrooms and lunchrooms shall be lighted and heated in the best manner possible, consistent with the source of heat and light available at the point in question.

7 -E-3. The Company shall, upon request, provide water and acid repellent clothing to employees engaged in the following work:

Cleaning manholes, pits and sumps; handling acid; handling storage battery elements; repairs to water mains and tunnel sumps; wrecking; cleaning of cars. and locomotives when caustic or similar solution is used; locomotive washing machine operation; locomotive boilerwashing operation; lye vat operation.

Spark protective clothing must be furnished by the Company to employees engaged in all welding and cutting; leather gloves to welders; asbestos or leather. gloves to employees who are required to handle hot tools or materials and to employees required to do cutting or burning with acetylene gas and oxygen; rubber gloves to employees who are required to work on high voltage circuits. Protective clothing shall be furnished to employees engaged in car foaming:

In the event atomic waste material is handled, necessary protective clothing shall be furnished the employees.

This clothing will be in custody of the General Foreman of the job assignment.

7-F-1. (a) 1. Except as otherwise provided in this regulation, wreck crews, including Wreck Derrick Engineers, shall be composed of employees of the Carman Craft.

2. When a new wreck train or wrecking crew is established at any location, it will be manned by employees of the Carman Craft to the extent that qualified employees of that Craft are available at the location at the time the wreck crew is established.

3. For the purposes of wrecking service, Metro-North shall be considered a single territory.

(b) 1. For wrecks or derailments outside of yard, shop or engine house territory, all members of the over-the-road crane or the wreck truck crew will be called to perform the wreck service.

2. For wrecks or derailments inside yard, shop or engine house territory, involving the use of part or all of such wreck trucks and over-the-road wreck cranes, only such members of the wreck crew as are needed will be called to perform the wreck service.

3. For all other than wrecking service, involving the use of part or all of the wreck truck or over-the-road wreck crane, only such members of the wreck crew as are needed will be called.

4. In the event other than Company owned equipment is used for wrecks, or for other than wrecking service, such available members as are deemed needed by management of the regular wreck crew, and extra wreck list in this order, will be called to perform ground service (not operating) with the other than Company owned equipment.

(i) If all members of the wreck crew and the extra wreck list have been called and additional ground men are required, the use of other than employees covered by this Agreement is permissible.

(c) For minor derailments (not requiring the use of the wreck truck or over-the-road wreck crane) occurring in yard, shop or engine house

territory where Maintenance of Equipment Department wreck crews are maintained and when the Engine and Train service crew manning the derailed equipment requires assistance in re-railing equipment, such members of the regular wreck crew as are needed will be called to render the necessary assistance. For such minor derailments occurring at other points other qualified Carmen may be used in lieu of regular wreck forces to render such assistance.

(d) From time ordered to leave home station until his return, all time working, waiting and traveling incident to wreck service outside of the recognized straight time hours will be paid for at the time and one-half rate except that double time will be allowed for time beyond sixteen (16) hours in the same twenty-four (24) hour period computed from the starting time of the employee's regular shift.

(e) 1. Once the established wreck crew arrives at the site, the responsible management official shall determine additional manpower needs, if any.

2. If the determination is made that the work to be performed at the site is four (4) or less than four (4) hours in duration, then additional manpower needs may be filled from the existing forces presently on duty at the location or the closest location.

3. If the determination is made that the work to be performed at the site is more than four (4) hours in duration, then additional manpower needs shall be filled from the wreck list maintained at the site location, and if none, from the list maintained at the nearest location.

4. For purposes of paragraph (3), wreck lists shall be maintained at Harmon, Brewster, North White Plains, New Haven, Stamford and Grand Central.

(f) It is understood that the adoption of this Rule will not be used as the basis for reducing the present number of carmen positions assigned to wreck truck or over-the-road wreck crane crews.

7-G-1. No employee shall be required to work under a locomotive, derrick, car, elevator or mould without proper protection.

When the nature of the work to be done requires it, locomotives, derricks, or passenger cars shall be placed over a pit, if available.

7-G-2. (a) Employees who have been working on hot work shall not be required to work on cold work until given sufficient time to cool off.

(b) Not more than one (1) oxy-acetylene welder or cutting operator or electric operator shall be required to work in firebox or shell of boiler at the same time unless proper ventilation is provided.

7-H-1. (a) The parties to this Agreement pledge to comply with Federal and State Laws dealing with non-discrimination against any employee. This obligation to not discriminate in employment includes, but is not limited to, placement, upgrading, transfer, demotion, rates of pay or other forms of compensation, selection for training including apprenticeship, lay-off or termination.

(b) Wherever words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply.

(c) The Company shall not discriminate against any of its employees who are selected as representatives of the union who from time to time represent other employees; nor shall the Company discriminate against any employee for testifying on behalf of other employees. Representatives of the union will be granted leave of absence when delegated to represent other employees.

Where practicable, conferences between local officials and local committees will be held during regular working hours without loss of time to committeemen, and when payment for such time is made, such time will be considered as compensated service for both vacation and holiday qualifying time.

A representative of the union attending the disciplinary hearing of another employee shall not suffer any loss of pay if the hearing is held within the representative's regular working hours.

It is understood that the foregoing paragraph shall apply to the regularly scheduled monthly meetings with the Director-Labor Relations, but that not more than two (2) committeemen for each local committee will be paid for time lost attending such meetings.

7-I-1. (a) When the requirements of the service will permit, an employee will be granted leave of absence under reasonable circumstances, but he must make written application in duplicate to the Company official in charge, who will forward one (1) copy to the appropriate union representative.

If renewal is desired, written application in accordance with the foregoing requirements will be made prior to the expiration of the leave of absence previously granted.

(b) An employee while on leave of absence, who engages in work not covered by this Agreement, will forfeit his seniority unless special arrangements have been made with the Director-Labor Relations and the appropriate union representative.

(c) Leave of absence will be granted to any employee elected or appointed to a public office, for which a competitive examination is not required, subject to approval of the Director-Labor Relations and the appropriate union representative.

(d) An employee elected or appointed as a full time union representative will be granted a leave of absence.

(e) Employees who have opportunity to take employment with a government agency, which handles railroad matters, will be granted leave of absence, subject to approval of the Director-Labor Relations and the appropriate union representative.

(f) An employee covered by this Agreement who is transferred by the Company to a position not covered by this Agreement, in a category lower than that of supervisory rank, shall not be considered as excepted from the maintenance of membership requirements of the Union Shop Agreement. The Company will furnish the interested union representative with the names of employees so transferred.

7-I-2. An employee detained from work for any cause must notify his General Foreman as soon as possible.

7-J-1. (a) Except as provided in paragraph (c) below, periodical physical examinations shall be given during the employee's regular tour of duty, when practicable to do so, without loss of compensation to the employee.

(b) Examinations required of an employee returning from furlough or from a leave of absence, need not be given during the employee's regular tour of duty.

(c) When it is not practicable to give periodical physical examination during the regular tour of duty, employees shall not be paid for the time engaged in connection with examinations or reexaminations given outside the hours of their regular tours of duty.

(d) Examinations required of an employee returning from absence caused by sickness or disability shall be given, when practicable, during the employee's tour of duty without loss of compensation to the employee.

7 -K-1. When an employee has been removed from his position on account of his physical condition and the Director-Labor Relations or the Director-Railroad Division desires the question of his physical fitness to be finally decided before he is permanently removed from his position, the case shall be handled in the following manner:

The Director-Railroad Division shall bring the case to the attention of the Director-Labor Relations. The Director-Labor Relations and the Director-Railroad Division 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.

Such Board of Doctors shall fix a time and place for the employee to meet them. After completion of the examination they shall make a full report in triplicate, one (1) copy to be sent to the Director-Labor Relations, one (1) copy to be sent to the Medical Director, and one (1) copy to be sent to the Director-Railroad Division.

The decision of the Board of Doctors setting forth the employee's physical fitness and their conclusions as to whether he meets the requirements of the Company's physical examination policy shall be final, and shall be placed into effect within ten (10) days after the date on which the report is received by the Director-Labor Relations. In the event of a future physical change in the condition of the employee, either the Director-Labor Relations or the Director-Railroad Division may at a later time begin proceedings for further examination of the employee by another Board of Doctors.

The doctors selected for a Board shall be experts in the disease or injury from which the employee is alleged to be suffering, and they shall be

located at a convenient point so that it will be necessary for the employee to travel a minimum distance, and if possible not be away from home longer than one (1) day.

The Company and the individual shall each defray the expenses of their respective appointees. At the time their report is made, a bill for the fee and traveling expenses, if there are any, of the third appointee should be made in duplicate one (1) copy to be sent to the Company Medical Director and one (1) copy to the Director-Railroad Division. The Company and the Organization shall each pay one-half of the fee and traveling expenses of the third appointee.

7-L-1. Pass privileges will be provided to Metro-North employees.

7-M-1. There will be a cleaners/tool allowance for employees who are either responsible for providing their own tools or whose position primarily entails cleaning duties as follows:

Effective January 1996 - \$50.00 Effective January 1997 - \$100.00
Effective January 1998 - \$150.00

7-N-1. Metro-North will provide to all employees who are required by Metro-North to wear safety shoes an annual allowance of \$50.00.

REGULATION NO.8 - VACATIONS

8-A-1. The "National" Vacation Agreement of December 17 I 1941 , as amended, and agreed-upon interpretations thereon, between certain Eastern, Western and Southeastern carriers and their employees represented by various cooperating railroad labor organizations shall apply to the employees covered by this Agreement.

8-A-2. (a) Effective with vacation accrual for 1997, but not to be available for use until the 1998 vacation year, vacation shall be changed as follows:

(b) Each employee who renders compensated service on one hundred and twenty (120) days during the preceding calendar year shall be granted an annual vacation of five (5) consecutive work days with pay.

(c) Each employee who has two (2) or more years of continuous service and who during such period of continuous service renders compensated service on one hundred and ten (110) days in each calendar year shall be granted an annual vacation of ten (10) consecutive work days with pay. This entitlement shall include compensated service at predecessor railroads.

(d) Each employee who has seven (7) or more years of continuous service and who during such period of continuous service renders compensated service on one hundred and ten (110) days (100 days for 8 years of service or greater) in each calendar year, shall be granted fifteen (15) vacation days with pay or pay in lieu thereof. This entitlement shall include compensated service at predecessor railroads. .

(e) Each employee who has fourteen (14) or more years of continuous service and who during such period of continuous service renders compensated service on one hundred (100) days in each calendar year shall be granted twenty (20) vacation days with pay or pay in lieu thereof. This entitlement shall include compensated service at predecessor railroads.

(f) Each employee who has nineteen (19) or more years of continuous service and who, during such period of continuous service, renders compensated services on one hundred (100) days in each calendar year shall be granted twenty-five (25) vacation days with pay or pay in lieu thereof. This entitlement shall include compensated service at predecessor railroads.

Effective with the vacation accrual for 1998 but not to be available for use until the 1999 vacation year, the vacation - entitlement for all employees shall be as follows:

Years Qualified <u>Service Allowance</u>	Vacation
0 years to 1 year	0 weeks
1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years but less than 15 years	4 weeks
15 years and over	5 weeks

All other provisions of the National Vacation Agreement of 1941 as amended and agreed upon interpretations shall continue to apply including days of compensated service.

8-8-2. Single Day Vacation Employees may liquidate vacation in one (1) day increments up to a maximum of five (5) days per calendar year as follows:

(a) Request for a single day vacation must be in writing and submitted to the office of the appropriate department head no more than thirty (30) or less than two (2) work days before the date of usage.

(b) When scheduling a single day vacation, employees will designate the vacation week from which they are drawing the single day. All subsequent single days of vacation will be drawn from the designated week in sequence. All remaining days in the designated week will be liquidated as originally scheduled.

(c) Single day vacations shall not be used in conjunction with holidays, vacations, or personal days. Consecutive single day vacations will not be granted.

(d) Single day vacations will be granted in accordance with the requirements of the service. The department head, or his designee, shall have the exclusive authority to grant a request for a single day vacation. Once the single day vacation is granted, the employee will not be permitted to work that day unless directed to do so by the Carrier.

REGULATION NO.9 - APPROVED LEAVE

9-A-1. Effective January 1, 1996, in recognition of the substantial increases and modernization of the contractual leave provisions, employees shall maintain an approved leave status at all times. Employees must be on approved leave status such as sick, vacation, personal, union, or authorized leave of absence. Any absence not authorized will be designated absent without permission.

Sick Leave Plan

9-8-1. (a). Commencing January 1, 1996 each employee will be posted with an annual allotment of twelve (12) sick days. Sick days may be accumulated and carried over year to year. Sick banks are not subject to any maximum accumulation or cap.

(b). Employees shall be able to utilize any and all sick days in their bank for personal illness or injury or to care for any sick or injured family members provided that the employee is primarily responsible for the care of such family member.

(c). There is no waiting period or exclusionary period prior to payment. Sick leave shall be paid at ninety percent (90%) of the daily rate. As a condition of receiving sick pay, employees shall not file for or receive any benefits from the Railroad Retirement Board pursuant to the Railroad Unemployment Insurance Act.

Sick Leave Reimbursement Plan

9-C-1. Any employee who leaves the Carrier's service for any reason, other than termination for cause, with a minimum of ten (10) years of Company seniority shall be entitled to a cash severance payment of fifty percent (50%) of the value of all accumulated but unused sick days, provided that the number of accumulated but unused sick days is at least fifty percent (50%) of the total number of sick days posted to the employee's bank.

Sick Leave Verification

9-D-1.(a) Payment in cases of a bona fide sickness or disability will be made in accordance with Metro-North payroll procedures. In cases of doubt, the employee may be required to prove to Metro-North's satisfaction, preferably in the form of a doctor's certificate, that the sickness or injury is bona fide.

(b) Advance notification of the requirement to produce a doctor's certificate will be given as follows:

- i) through prior discipline unsatisfactory attendance or counseling for
- ii) Employee will be given written notification that all future sick leave must be accompanied by doctor certification.
- iii) During the particular circumstances surrounding the mark off, the employee is given contemporaneous notice to produce a doctor's certificate.

9-E-1. Every application for sick leave for a period over four (4) days shall be accompanied by medical proof satisfactory to Metro-North

and upon a form to be furnished by Metro-North, setting forth the nature of the employee's illness and certifying that by reason of such illness, the employee was unable to perform his duties for the period of absence.

Across the board demands for doctor's certificates will not be permitted.

9-F-1. Sick leave may be used by employees who suffer on the job injuries. Sick days used in this manner will be reinstated to the employee's sick leave bank upon settlement of their claim with the Risk Management Department.

9-G-1. Supplemental Sick Leave - The Company shall provide a supplemental sick program after the employee has exhausted his/her benefits and shall pay this benefit for a maximum of one (1) year. In the event the employee has utilized more than half of his/her sick time prior to the onset of an illness, there would be a fourteen (14) calendar day waiting period. Supplemental payments of \$233.00 per week will be collected in addition to benefits under Railroad Unemployment.

9-G-2. One (1) year of supplemental coverage will apply to each new disability.

REGULATION NO.1 0 - HEALTH AND WELFARE

10-A Employees injured on the job who file suit under FELA cannot recover for past medical expenses that have been paid by Metro-North.

10-8-1. Hospitalization, major medical and prescription drug benefits shall be covered under the New York State Government Health Insurance Program (the Empire Plan) for active and retired employees until they are Medicare qualified.

2. Should a retiree's spouse be younger than age 65 or should the retiree have eligible dependents when the retiree attains age 65, 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 age 65 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 plans subject to the eligibility requirements and verification of coverage to Metro-North.

1.0-C-1. Life Insurance - Effective January 1, 1998, the Group Life Insurance provided by Metro-North will be increased to \$28,000.

10-0-1. Pension Plan - Upon final separation from employment at Metro-North (resignation or retirement), employees will be entitled to receive a lump sum distribution of their vested balance in their Defined Contribution Pension Plan account.

2. Annuity options will be increased to four (4) and employees will have the option to transfer funds four (4) times per year.

3. Effective January 1, 1998, contributions by the Company to the Defined Contribution Pension Plan will be four percent (4%).

4. Subject to legal and administrative review, employees on full time union leave of absences will be permitted to participate in the plan at no cost or expense to Metro-North.

10-E-1. The Company will offer an optional 401 K Program for 1997 subject to legal and administrative review.

REGULATION No. 11 - PERSONAL LEAVE

A maximum of two (2) days of personal leave will be provided on the following basis:

(A) Employees who have met the vacation qualification requirements during eight (8) calendar years shall be entitled to one (1) day of personal leave in subsequent calendar years.

Employees who have met the vacation qualifying requirements during seventeen (17) calendar years shall be entitled to two (2) days of personal leave in subsequent calendar years.

(B) Effective January 1, 1996 in addition to the above, employees who have met the vacation qualifying requirements during twenty five (25) calendar years shall be entitled to three (3) days of personal leave in subsequent calendar years.

Employees who have met the vacation qualifying requirements during thirty (30) calendar years shall be entitled to four (4) days of personal leave in subsequent calendar years.

(C) Effective January 1, 1998, the Personal Leave Day schedule shall be as follows:

a. An employee with zero (0) years of continuous service but less than three (3) years of continuous service shall receive zero (0) days.

b. An employee with three (3) years of continuous service but less than twenty (20) years of continuous service shall be entitled to three (3) personal leave days on forty eight (48) hours notice, consistent with needs of service.

c. An employee with twenty (20) years of continuous service but less than twenty-five (25) years of continuous service shall be entitled to four

(4) personal leave days on forty eight (48) hours notice and consistent with needs of service.

d. An employee with twenty-five (25) years or more of continuous service shall be entitled to five (5) personal leave days on forty eight (48) hours notice and consistent with needs of service.

e. An employee with thirty (30) years or more years of continuous service shall be entitled to one (1) birthday holiday on forty-eight (48) hours of notice and consistent with needs of service.

(D).1 The personal leave days provided above may be taken upon forty-eight (48) hours' advance notice from the employee to the proper Company officer provided, however, such days may be taken only when consistent with the requirements of the Company's service.

Personal leave days shall be forfeited if not taken during each calendar year.

2. Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.

It is not intended that the notice and needs of service requirement prevent an eligible employee from receiving personal leave days, except where the request for leave is so late in a calendar year that service requirements prevent the employee from utilizing a personal leave day before the end of that year.

3. The Company shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the Rules of the Agreement applicable thereto will apply. The Company will have the right to distribute work on a position vacated among other employees covered by this Agreement. An employee having reached an anniversary date during a particular calendar year will be

considered as having reached such anniversary date as of January 1 st of the year.

REGULATION NO. 12 - MORATORIUM CLAUSE

12-A-1., There shall be a moratorium on the serving of Section 6 Notices until July 1, 1998, any changes not to become effective before January 1, 1999.

Signed at New York, New York this 5th day of January 1996.

FOR THE EMPLOYEES
REPRESENTED BY THE
TRANSPORT WORKERS
UNION OF AMERICA

FOR METRO-NORTH
COMMUTER RAILROAD
COMPANY

/s/ Timothy Grandfield
/s/ Peter McMahon

/s/ Raymond Burney

LETTER NO.1

July 20, 1983

Mr. A. A. Terriego
Vice President-Director
Railroad Division
Transport Workers Union
of America
1980 Broadway
New York, New York 10023

Letter re: Qualifications

Dear Sir:

In the negotiation of Rule 2-A-1 of the Agreement effective January 1, 1983, it was understood that the Company does not intend to use the provisions of Rule 2-A-1(a) as a means of discriminating against any of its employees represented by the Union in violation of state and federal law.

Very truly yours,

/s/ Peter Stangl
President, Metro-North

Accepted:

/s/ Albert A. Terriego

LETTER NO.2

July 20, 1983

Mr. A.A. Terriego
Vice President-Director
Railroad Division
Transport Workers Union
of America
1980 Broadway
New York, New York 10023

Letter re: Overtime

Dear Sir:

In the negotiation of the Rules 4-C-1(c) and 4-C-2(a) of the Agreement effective January 1, 1983 pertaining to work performed by a regular assigned employee on any rest day of his assignment, it was understood that should an employee mark off a small portion of a day's work during his regular week's assignment for legitimate reasons, he would be paid the straight-time rate on his rest day only for a number of minutes equal to the time he thus marked off and would be paid at the overtime rate for the remainder of the rest day.

Very truly yours,

/s/ Peter Stangl
President, Metro-North

Accepted:
/s/ Albert A. Terriego

LETTER NO.3

July 20, 1983

Mr. A.A. Terriego
Vice President-Director
Railroad Division
Transport Workers Union
of America
1980 Broadway
New York, New York 10023

Letter re: Flexibility in Assignment

Dear Sir:

In the negotiation of Rule 2-A-4 of the Agreement effective January 1, 1983, it was understood that in the event the procedure set forth in the Rule were not properly applied, the Company would take corrective action.

Very truly yours,

/s/ Peter Stangl
President, Metro-North

Accepted:
/s/ Albert A. Terriego

LETTER NO.4

July 20, 1983

Mr. A.A. Terriego
Vice President-Director
Railroad Division
Transport Workers Union
of America
1980 Broadway
New York, New York 10023

Letter re: Health and Welfare Benefits

Dear Sir:

In the negotiation of the Agreement effective January 1, 1983, it was agreed that the Company would administer and control all health and welfare benefit programs, with the right to contract or to self-insure.

It was further agreed that a vision care program would be instituted and that the current level of coverage would otherwise be maintained.

Very truly yours,

/s/ Peter Stangl
President, Metro-North

Accepted:
/s/ Albert A. Terriego

LETTER NO.5

July 20, 1983

Mr. A.A. Terriego
Vice President-Director
Railroad Division
Transport Workers Union
of America
1980 Broadway
New York, New York 10023

Letter re: Abolishing Jobs

Dear Sir:

In the negotiation of Rule 3-C-3 it was agreed that the five (5) working days referred to therein start on the first working day following the date the position is actually abolished or from the date the employee is actually displaced.

Very truly yours,

/s/ Peter Stangl
President, Metro-North

Accepted:

/s/ Albert A. Terriego

LETTER NO.6

July 20, 1983

Mr. A.A. Terriego
Vice President-Director
Railroad Division
Transport Workers Union
of America
1980 Broadway
New York, New York 10023

Letter re: Provisions of Mediation Agreement

Dear Sir:

The following provisions of the Mediation Agreement, Case A-10798, dated December 11, 1981 between railroads represented by the National Company's Conference Committee and employees of such railroads represented by the TWU, by reference are made a part of this Agreement:

1. Article III - Vacations
2. Article VIII - National Health Legislation
3. Article X - Personal Leave

Very truly yours,

/s/ Peter Stangl
President, Metro-North

Accepted:
/s/ Albert A. Terriego

LETTER NO. 7

July 20, 1983

Mr. A.A. Terriego
Vice President-Director
Railroad Division
Transport Workers Union
of America
1980 Broadway
New York, New York 10023

Letter re: Applicable Conrail Rules

Dear Sir:

In the negotiation of the Rules of the Agreement effective January 1, 1983 pertaining specifically to new employees (including the wage progressions and probationary periods provisions), it was understood that employees working on the Metro-North property on or before December 31, 1982 shall not be covered by these new Rules, but shall continue to be subject to the applicable Conrail provisions.

Very truly yours,

/s/ Peter Stangl
President, Metro-North

Accepted:
/s/ Albert A. Terriego

**MEMORANDUM OF UNDERSTANDING
COVERING DISCIPLINE**

In the negotiation of Rule 6 of the Agreement effective January 1, 1983, the parties agreed that effective July 1, 1983 and for a one-year trial period thereafter, the following provisions would replace Rules 6-A-3 and 6-A-6 of the above-named Agreement:

- (a) An employee who is accused of an offense shall be given reasonably prompt advance notice, in writing, of the exact offense for which he is to be tried. An employee who is removed from service shall be given such notice within seven days of such removal.
- (b) An employee shall not be charged with any offense of which the general foreman or equivalent officer has had actual knowledge for more than 30 calendar days.
- (c) Within 7 calendar days from receipt of notice of offense, the employee and, if he so desires, his duly accredited representative, will meet with the Company's representative for the purpose of resolving the matter. At the meeting, the parties will either agree in writing to the discipline, if any, to be assessed, or a trial will be scheduled to begin no later than fifteen (15) calendar days after the meeting.
- (d) If management's representative fails to, attend the meeting, the charges will be withdrawn. If the employee or his representative fails to attend the meeting, the Company may assess whatever discipline it considers appropriate subject to appeal pursuant to paragraph 6-A-

- (e) This Rule shall be instituted for a one-year period, beginning with the effective date of this Rule. After one year, the TWU and Metro-North will meet to discuss whether or not to continue this Rule.

APPENDIX "A"

**RATE SCHEDULE
CARMEN CRAFT**

APPRENTICES

(To be established in connection with Regulation 5-G-1)

Effective January 1, 1995, all current wage rates will be increased by two percent (2%).

Effective January 1, 1996, all wage rates shall be increased by two and one half percent (2 ½%).

Effective January 1, 1997, all wage rates shall be increased by three and one half percent (3 ½%).

Effective January 1, 1998, all wage rates shall be increased by two percent (2%).

MECHANICS

<u>GRADE RATE</u>	<u>1/1/95</u>	<u>1/1/96</u>	<u>1/1/97</u>	<u>1/1/98</u>
A	\$20.94	\$21.46	\$22.21	\$22.65
B	\$20.47	\$20.98	\$21.71	\$22.14
C	\$20.10	\$20.60	\$21.32	\$21.75
D	\$19.98	\$20.48	\$21.20	\$21.62
E	\$19.86	\$20.36	\$21.07	\$21.49
F	\$19.77	\$20.26	\$20.97	\$21.39
<u>GRADE RATE</u>				
Helpers	\$17.27	\$17.70	\$18.32	\$18.96
Coach Cleaner	\$16.67	\$17.09	\$17.69	\$18.04

DIFFERENTIALS

LEADERS

A differential of seventeen cents (17¢) per hour above the rate of their assignments will be paid to Carmen who, in addition to performing the work of their craft, also perform duties such as directing movements over inspection pits, direct dispatchment of locomotives, assign men in classification yards or outlying engine terminals.

WELDERS & INSPECTORS

The current welder and federal inspector differentials shall be increased from twelve cents (12¢) per hour to seventeen cents (17¢) per hour and shall be incorporated into the hourly base rate of these positions. Metro-North may upgrade the qualifications required to hold positions receiving this increase.

APPENDIX "B"

**GRADED WORK CLASSIFICATION OF
CARMEN MECHANICS**

GRADED WORK CLASSIFICATION	EXPLANATION
<p>* A-Grade</p> <p>Developing paint formulas stencils and templates for interior decoration of passenger etching and sign designing painting.</p>	<p>Men of high grade skill when assigned to developing formulas for and painting. The matching of cars, colors used in decorating interiors of passenger equipment cars (not including the regular mixing of paint to formulas or specifications), the developing and making of templates and stencils for use in decorating interiors of passenger equipment cars, etching on glass or metal for sign work and the laying out and painting of large commercial or display signs (does not apply to standard shop, office or station signs).</p>
<p>Graining work to imitate Mahogany, English Oak, Circassian Walnut or Bird's Eye Maple on business cars or any work requiring this particular graining.</p>	<p>Men of high grade skill when assigned to imitate Mahogany, English Oak, Circassain Walnut or Bird's Eye Maple graining on business cars or any special work. (Not including the imitating or graining of Oak, Ash, Chestnut or other common woods.)</p>
<p>*B-Grade</p> <p>Time settling and time studying</p>	<p>Men qualified to determine time and methods to perform any and all operations.</p>

GRADED WORK CLASSIFICATION	EXPLANATION
*C-Grade Laying out	Men regularly assigned to this work and responsible for accuracy of work. (Not assistant or helpers.) Does not apply to men laying out by templates only
Pattern making.	Men qualified to complete pattern from drawing. (Not roughing out or operating pattern making machines
*D-Grade Cabinet Making	Bench work (wood). Must be capable of working from drawings.
Striping and lettering.	All passenger care and locomotive striping and lettering, sign painting and cutting stencils, not including lettering or numbering with stencils
Federal Locomotive Certification	Men regularly assigned to inspect and test locomotives, including the preparation of and certification of reports required by Federal Locomotive Inspection Laws.
*E-Grade Upholstering.	Men qualified to do all passenger car, locomotive and cabin car upholstery and canvas roof work on passenger cars and locomotive cabs (not to include padding, packing and sewing.)
Operating cutting machine	All work that may be assigned to machine specified.
Locomotive cab work.	Building and repairing locomotive cabs.

GRADED WORK CLASSIFICATION	EXPLANATION
Millwright and shop carpenter.	Men qualified to set machinery, line shafting and general carpenter work
Body painting, finishing and varnishing.	Passenger car bodies and similar grade of work on locomotives and cisterns (excluding roofs).
Mixing paint for matching colors.	Men qualified to match colors
Roughing out patterns and operating pattern making machine	Preparing pattern for pattern maker
Passenger car body building and repairing and work requiring similar skill	Both wood and steel passenger car body building and repairing; inside car finishing and trimming; including laying of composition flooring; renewing and cleaning air brakes.
Manufacturing bits and cutters.	Men of high grade skill qualified to operate any machine and assigned to make and repair bits and cutters in accordance with prints.
*F-Grade Operating planing mill machines.	All work that may be assigned to these machines.
Flask making	Building and repairing flasks
Repairing patterns and core boxes.	Men qualified and regularly assigned to repair and replace parts of patterns and core boxes without the use of blue prints. (Does not include minor repairs.)

GRADED WORK CLASSIFICATION	EXPLANATION
Multiple unit electric car inspecting.	Multiple unit electric car inspecting work, repair work which may be connected, therewith or any work assigned when not engaged in inspecting work.
Passenger truck building and repairing.	Includes aligning pedestals and squaring truck, applying generator supports and similar work, and removing and replacing trucks. Applying and removing generators and adjusting mechanism.
Operating power presses operating automatic punch (first operator).	All work that may be assigned to machines specified.
Freight car work.	All new and repair work, including cabin cars, hand cars, motor cars, lever cars and trucks; applying composition flooring in cabin cars; brush painting, including lettering or numbering with stencils; all types of car roofing; all piping, including cleaning of air brakes; refrigerator car insulating and padding; operating power riveter and derrick engineers.
Operating travograph.) Operating radiograph.) Operating pneumatic press.)	All work that may be assigned to machine specified

GRADED WORK CLASSIFICATION	EXPLANATION
Locomotive work.	Wooden or steel pilots, wooden bumper beams, wooden running boards and wooden or steel underframe tender work, all tender truck and boiler lagging work; wooden floors on all tenders.
Underframe and trucking painting. (Passenger) Sand blasting.	Brush painting passenger car underframes, passenger car and cabin cars. All sand blast work.
Passenger Car Inspecting	All passenger car inspecting work, repair work that may be connected therewith, except work covered by Grade "E".
Freight car inspecting.	All freight car inspecting work, repair work that may be connected therewith, or any work assigned when not engaged in inspecting work.
Removing paint and varnish.	Either by burning or with remover.
Rubbing	Rubbing for surface.
Buffing and lacquering.	Cleaning, buffing and lacquering.
Operating punches and shears in shaping and forming.	All work in shaping and forming on the machine specified. (Not assistants or helpers.)

* Fully qualified mechanic's work.

APPENDIX "C"

**MEMORANDUM OF UNDERSTANDING
REGARDING AGREEMENTS OF FORMER
COMPONENT RAILROADS AND RULE 2-A-4**

1. The Schedule Agreements of the former component railroads and all amendments, supplements and appendices to these Agreements and all other previous agreements which are in conflict with the Agreement effective January 1, 1983, are terminated insofar as they apply to employees of the Carmen Craft except for the Agreement of October 7, 1971 establishing so-called Off Track Vehicle Insurance effective January 1, 1972.

2. (In connection with Regulation 2-A-4)

The term "location" as used in Regulation 2-A4: 'means a complete facility, such as a CT Yard or car shop, except if any such facility has less than 20 carmen it may be combined with the nearest facility to constitute a "location", In the event such facilities are combined, the advertisement of the designated positions will so indicate. Before facilities are combined, the local union committee will be consulted. (It is understood that incumbents of designated positions will report and relieve at their advertised headquarters.).

APPENDIX "D"

**PROVISIONS GOVERNING THE USE OF
ELECTRIC HAND LANTERNS**

1. The use of approved electric hand-lanterns by Car Inspectors and Oilers will be permitted.

2. Car Inspectors and Oilers will be furnished electric hand-lanterns by the Company upon depositing with the Company the sum of \$4.00 each.

3. Deposit for lanterns may be made by Car Inspectors and Oilers by depositing cash therefore or by signing a deduction order for the amount to be deducted from their pay checks on the current payroll.

4. When a Car Inspector or Oiler leaves the service either voluntary, by discharge or by death, or those retaining employee relationship but not in active railroad service, the lantern may be returned to the Company whereupon the amount of deposit made when the lantern was issued shall be refunded to him or his estate or heirs.

5. Replacement of lanterns issued by the Company will be made by the Company without cost to the employee under the following conditions:

- A. When lantern is worn out or damaged in the performance of railroad service, upon return of the lantern.
- B. When stolen while employee is on duty, when not due neglect on part employee.
- C. When destroyed in performance of duty.

6. Car Inspectors and Oiler are not required to purchase lantern from the Company but may purchase it from

other sources of their own choice, provided, however, that any lantern so purchased must conform with the standard prescribed by the Company.

7. The Company will maintain at convenient locations a supply of batteries and bulbs to be drawn by Car Inspectors and Oilers as needed to replace worn out or broken batteries and bulbs, without cost to the employees.

8. In the event that due to conditions beyond the control of the Company, the Company is unable to obtain a sufficient quantity of such electric-lantern batteries or bulbs for the purpose set forth herein, the Company shall thereby be relieved of compliance with the above provisions to the extent that such inability makes it impossible to comply herewith.

APPENDIX "E"

**THIS AGREEMENT IS ENTERED INTO AS OF THE
1ST DAY OF JANUARY 1983, BY AND
BETWEEN METRO-NORTH COMMUTER
RAILROAD COMPANY AND ITS EMPLOYEES
IN THE MAINTENANCE OF EQUIPMENT
DEPARTMENT REPRESENTED BY THE
TRANSPORT WORKERS UNION OF AMERICA**

IT IS AGREED:

ARTICLE I - UNION SHOP

1. Subject to the terms and conditions hereinafter set forth all employees of the Company who are covered by all Rules and Working Conditions Agreement between the Company and the unions and while assigned to positions which come within the scope of that Agreement shall, as a condition of their continued employment subject to such agreement, be governed by the following:

2. An employee in the service of the Company on the effective date of this Agreement, who is on such date a member of one of the unions through voluntary membership, will satisfy the requirements of Paragraph 1 hereof by retaining such membership during the period he is assigned to a position referred to in Paragraph 1 hereof, or during the period this Agreement remains in effect, whichever is shorter.

3. An employee assigned to a position included within the Scope of this Agreement, as provided in Paragraph 1 hereof, in the service of the Company on the effective date of this Agreement, who is not on such date a member of one of the unions, will satisfy the requirement of Paragraph 1 hereof by acquiring membership in one of the unions within sixty (60) calendar days of the effective date of this Agreement and

thereafter retains membership during the period he is assigned to a position referred to in Paragraph 1 hereof, or during the period this Agreement remains in effect, whichever is shorter.

4. A person not in service of the Company on the effective date of this Agreement and who thereafter is assigned to a position included within the Scope of this Agreement, as provided in Paragraph 1 hereof, will satisfy the requirements of that paragraph by acquiring membership in one of the unions within sixty (60) calendar days of the date such employee is assigned to such position and by thereafter retaining membership during the period such employee is so assigned, or during the period this Agreement remains in effect, whichever is shorter.

5. Nothing in this Agreement shall require an employee to become or remain a member of one of the unions 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 membership is denied or terminated for any reason other than the failure of the employee to tender periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in one of the unions. The dues, initiation fees, and assessments referred to herein means indebtedness accruing for these items following the effective date of this Agreement.

6. Every employee, as referred to in Paragraph 1 hereof, shall be considered by the Company either to be a member of one of the unions as provided for herein, or as having been denied membership in one of the unions signatory hereto, unless the Company is advised to the contrary in writing by one of the unions. The involved union shall be responsible for initiating action to enforce the terms of this Agreement.

7. (a) An employee promoted to an official or other position not included within the Scope of this Agreement as provided in Paragraph 1 hereof, who retains and/or accumulates seniority under the provisions of the Rules and Working Conditions Agreement, will not, while so assigned, have such seniority terminated by reason of any of the provisions of this Agreement.

(b) An employee assigned to a position not included within the Scope of this Agreement as provided in Paragraph 1 hereof, who retains and/or accumulates seniority under the provisions of the Rules and Working Conditions Agreement, will not, while so assigned, have his seniority terminated by reason of any provisions of this Agreement.

8. An employee furloughed due to reduction of force, or who is off duty by reason of sickness, or leave of absence who retains and/or accumulates seniority under the provisions of the Rules and Working Conditions Agreement will not have such seniority terminated by reason of any of the provisions of this Agreement.

9. The seniority status and rights of an employee furloughed to serve in the Armed Forces shall not be terminated by reason of any of the provisions of this Agreement.

10. An employee retired on disability annuity under the Railroad Retirement Act at an age earlier than sixty-five (65) and who retains seniority until he reaches the age of sixty-five (65) shall not have his seniority status and rights terminated by reason of any of the provisions of this Agreement.

11. (a) The involved union shall be responsible for filing notice with the Company concerning an employee who failed to comply with the membership requirements of this Agreement, and unless notified to the contrary by the union, an employee will be considered by the Company as having fulfilled the requirements of this Agreement.

(b) The designated official of the involved union will furnish to the appropriate Director-Labor Relations written notice, in duplicate, showing the name, title, and roster number of each employee who has failed to comply with the membership requirements of this Agreement.

12. (a) Within five (5) calendar days from date the Director-Labor Relations receives notice provided for in Paragraph 11(b), the Director-Labor Relations shall transmit the designated official's notice to the employee named therein, and furnish to the designated official a copy of the transmittal letter.

(b) An employee will be considered notified if the designated official's notice has been sent to his last known address through certified United States mail with return receipt requested.

(c) Fifteen (15) calendar days from the date the Director-Labor Relations mailed the notice to the employee, as provided in Paragraph 12(a) hereof, the said employee's seniority shall be terminated, unless notice is withdrawn by the involved union in the interim, or request for hearing is filed by the employee in accordance with the provisions of Paragraph 13(b) hereof.

13. (a) Rules pertaining to discipline and appeals of the Rules and Working Conditions Agreement between the Company and the unions are inapplicable to the termination of seniority provided for in this Agreement.

(b) An employee notified in accordance with the provisions of Paragraph 12(a), that he has failed to comply with membership provisions of this Agreement, may file a written request with the Director-Labor Relations for a hearing; to receive consideration, such request must be received by the Director-Labor Relations within ten (10)

calendar days from the date the Director-Labor Relations mailed the notice to the employee.

Receipt by the Director-Labor Relations of notice from an employee that he wishes to dispute the charge that he has failed to comply with the membership requirements of this Agreement shall operate to stay action on the termination of his seniority pending final decision for a period of ten (10) days thereafter. In any event, such termination will not be required to be effective until such time as a qualified employee for him is available through the normal process, but in no event shall such period exceed thirty (30) days from date of final decision.

(c) The hearing referred to in Paragraph 13(b) shall be held within ten (10) calendar days from the date request is received by the Director-Labor Relations; the employee shall be notified of the place and time fixed for the hearing and copy of such notification shall be furnished the designated official, and the union may be represented at the hearing. Such hearing shall be confined exclusively to the question of the employee's compliance with the membership provisions of this Agreement. The employee will be required at this hearing to furnish substantial proof of his compliance with the provisions of this Agreement.

(d) The decision of the Director-Labor Relations shall be rendered within five (5) calendar days of the hearing and shall be final, unless appeal there from is taken as provided in Paragraph 13(f) hereof. The designated official shall be furnished with a copy of the decision.

(e) When the Director-Labor Relation's decision confirms findings that the employee failed to comply with the provisions of this Agreement, such employee's seniority shall be terminated five (5) calendar days after date of Director-Labor Relations' decision, except receipt by the Director-Labor Relations of notice of appeal as provided in Paragraph 13(f) hereof, shall operate to stay action on the termination of such

employee's seniority pending final decision. In any event, such termination will not be required to be effective until such time as a qualified employee is available for him through the normal processes, but in no event shall such period exceed thirty (30) days from date of final decision.

(f) In the event either the employee or the involved union desires to dispute the decision of the Director-Labor Relations and so advises the Director-Labor Relations, in writing, within ten (10) calendar days from the mailing date of the Director-Labor Relations' notice, such dispute shall be submitted to a neutral arbitrator, to be selected by the National Mediation Board, whose decision as to whether or not the employee has complied with the membership requirements of this Agreement shall be final and binding. All fees, salary and expenses of the neutral arbitrator shall be borne equally by the Company and the involved union.

14. Employees whose services are terminated for noncompliance with the provisions of this Agreement shall be regarded as having terminated their employee relationship for all vacation purposes.

15. An employee dropped from the service account of non-compliance with the provisions of this Agreement shall not thereafter be restored to the service except as a new employee, or except as provided for in Paragraph 16 hereof.

16. If any employee is released from the service for non-compliance with the provisions of this Agreement and such release is subsequently determined to be improper, unlawful or unenforceable, the employee shall be returned to service without impairment of seniority rights.

17. (a) Neither this Agreement nor any provision contained herein shall be used in any manner whatsoever as a basis for a grievance or time or money claim by or on behalf of any employee against the Company; nor shall any provision of any other agreement between the parties hereto

used as a basis for a grievance or time or money claim by or on behalf of any employee against the Company predicated upon any action taken by the Company in applying or complying with this Agreement or upon an alleged violation, misapplication or noncompliance with any provision of this Agreement.

(b) In the event that seniority in the craft covered by this Agreement is terminated under the provisions of this Agreement, and such termination of seniority is subsequently determined to be improper, unlawful, or unenforceable, the employee whose seniority was so terminated shall be returned to service in said craft without impairment of seniority rights and the unions shall indemnify and save harmless the Company against any and all liability, including wage loss, arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment.

ARTICLE II -- DUES DEDUCTION

1. Subject to the conditions herein set forth, the Company will withhold and deduct from wages due employees represented by the Transport Workers Union of America, 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 respective union.

2. No such deduction shall be made except from the wages of an employee who has executed and furnished to the Company a written assignment, in the manner and form herein provided, of such periodic dues, initiation fees and assessments. Such assignment shall be on the form specified in Attachment "A" hereto and shall, in accordance with its terms, be irrevocable for one year from the date of its execution, or upon the termination of this Agreement, or upon the termination of the Rules and Working Conditions Agreement between the parties hereto, whichever occurs sooner. Current wage deduction assignments executed under former railroad Agreements will continue in effect.

3. Additions or deletions of names, or changes in amount, shall hereinafter be furnished the Director-Payroll Operations, by the respective union, using a typewritten deduction list in the form and containing such information as is specified in Attachment "B" hereto, on or before the 20th day preceding the month in which the deduction will be made.

4. Deductions as provided for herein will be made monthly by the Company from wages due employees for the first biweekly pay period (or corresponding period for those paid on a weekly basis) which ends in each calendar month and the Company will pay, by draft, to the order of the respective union the total amount of such deductions on or before the last day of the month following the month in which such deductions are made. With said draft the Company

shall return to the respective union a listing identifying the deductions made and not made containing a computation of the sum withheld.

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

- (a) Federal, State and Municipal Taxes;
- (b) Supplemental Pension;
- (c) Other deductions required by law, such as garnishment and attachment;
- (d) Amounts due Company
- (e) Contributions to Voluntary Relief Department.

6. Responsibility of the Company 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 Company shall not be responsible financially or otherwise for failure to make proper deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the respective union, and any complaints against the Company in connection therewith shall be handled by the respective union on behalf of the employee concerned.

7. An employee who has executed and furnished to the Company an assignment may revoke said assignment by executing the revocation form specified herein 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 or 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 assignments shall be in writing and on the form specified in Attachment "C" hereto. Attachment A, S, and C shall be reproduced and furnished as necessary by the respective union without cost to the Company. The unions shall assume the full responsibility for the procurement of the execution of said forms by employees, and for the delivery of said forms to the Company. Assignment and revocation of assignment forms shall be delivered with the deduction list herein provided for, to the Company not later than the 20th of the month preceding the month in which the deduction or termination of deduction is to become effective.

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 on behalf of any employee; and no part of this or any other agreement between the Company and the unions shall be used as a basis for a grievance or time claim by or on behalf of any employee predicated upon any alleged violation of, or misapplication of, or noncompliance with, any part of this Agreement.

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

This Agreement shall become effective January 1, 1983 and shall remain in effect until changed or modified in accordance with the Railway Labor Act, as amended.

Signed at New York, New York, this 20th day of July,
1983.

TRANSPORTATION WORKERS
UNION OF AMERICA

METRO-NORTH
COMMUTER RAILROAD
COMPANY

/s/ Albert A. Terriego

/s/Raymond Burney

T.W.U.

ATTACHMENT "A"

METRO-NORTH COMMUTER RAILROAD COMPANY

UNION DUES DEDUCTION AUTHORIZATION

I hereby authorize Metro North Commuter Railroad to deduct union dues, assessments and insurance premiums. I understand that such deductions will be taken one time per month and such sums will be remitted to the Treasurer of my Union Local in accordance with the terms of the applicable agreement.

Print Name First Middle Initial Last

Name of Union Affiliation Local Number

Date Employee Signature

75 APPENDIX "F"

**METRO-NORTH'S HEALTH AND
INSURANCE; PROGRAM
COST CONTAINMENT MEASURES**

Pursuant to our discussions held during the recent negotiations, the following constitutes a description of the Health and Insurance Program, Cost Containment Measures.

It is understood and agreed by and between the parties that the implementation date shall be ninety (90) days following full and final ratification of this Agreement or ninety (90) days following acceptance of all these measures by all the Organizations covered by the Metro-North Health and Insurance Program, whichever is later. The measures shall include:

1. Pre-Admission Certification
2. Case Management Review
3. Weekend Admissions
4. Mandatory, Second Surgical
5. Opinion Mandatory Out-Patient Procedures
6. Mail Order Prescriptions
7. Dental Preferred Provider Organizations
8. Health Maintenance Organizations
9. Alcohol and Substance Abuse Treatment

The final definition of the substance of each of these measures shall be subject to agreement by the parties.