AGREEMENT

BETWEEN

METRO-NORTH RAILROAD

AND

ITS EMPLOYEES

REPRESENTED BY THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

EFFECTIVE: JANUARY 1, 1995 – DECEMBER 31, 1998
# IBEW
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PREAMBLE

The welfare of 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

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

ELECTRICAL WORKERS' CLASSIFICATION OF WORK

II. Work of the Electrical Craft shall consist of the following; the rates of pay for such work are set forth in the Rate Schedule and Graded Work Classification:

A. MECHANICS

Electricians’ work shall consist of assembling, installing, removing, maintaining, repairing, rebuilding, inspecting and testing of all current-carrying, magnetic and insulated parts of generators, electrical switches, disconnects, switchboards, meters, magnetos, distributors, motors, transformers, rheostats, electric controls, motor generators, electric heating, electric
headlights, headlight generators, electric welding machines, electric rivet heaters, control jumpers, convertors, relays, magnet valves, thermostats, cab signal track receiver wiring and indicator lights, electric recorders, transition control drums and fingers on locomotives; electric bells, buzzers, alarms, public address systems, radio, train phone equipment, television, lightning arrestor, electric clocks and electric lighting fixtures; power and load testing of electrical equipment. Electrical work on refrigeration equipment, elevators, moving stairways, electric speedometers, tachometers, work on axle generator and axle lighting equipment, train control, electric brakes, air conditioning equipment, roadway equipment.

Inspecting and testing electric equipment of diesel-electric and electric locomotives, multiple unit electric cars, and other self-propelled units as required of the Company by law.

Locating electrical troubles. Winding of armatures, fields, magnet coils, rotors, transformers, and starting compensators. Truing of commutators when not removed from electrical equipment, all undercutting of mica on commutators, banding of armatures, operation of balancing machine in connection with electrical workers' work.

Electrical workers' work in connection with, and including testing and inspection of, electrical workers' work on steam, diesel-electric, electric, other types of locomotives, multiple unit electric cars, and other self-propelled units including connecting and disconnecting train control jumpers on electric locomotives.

Electrical workers' work in connection with passenger cars (not including testing of car lighting apparatus), motor cars, electric tractors, trucks and automotive equipment, including electrical tests and inspections.

Electrical wiring; installing, maintaining and repairing conduits and condulets; building, repairing and maintaining pole lines and supports for service wires and cables, travelling, gantry, jib and monorail cranes, conductor and feed wires; cable splicing, work on storage batteries; inside and outside wiring at
shops, yards, buildings and structures. Time setting and time studying in connection with work of the Electrical Worker Craft.

Operation of switchboards in sub-stations, not including locations where operated by Stationary Engineers' (Steam). Operating control cab equipped travelling and gantry cranes, except when operated by employees of other crafts incident to the performance of maintenance and repairs to such cranes; does not include operation of floor operated cranes. Operating power winches, excluding winches used by other crafts or classes of employees incident to the performance of their duties. Operating "degreasers", impregnators, heating ovens, silver soldering machines and allied tools in connection with electrical workers' work.

Autogenous welding in connection with electrical workers' work. All other work generally recognized as work of the Electrical Worker 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 covered by the Helpers' classification, these positions shall not be abolished solely for the purpose of substituting Helpers for Mechanics.

B. HELPERS

1) Groundmen assigned to assisting linemen not required to climb poles or substitute therefor.

2) Lamp trimmers assigned to replace and clean lamps and renew fuses, and make repairs to sockets and fixtures.

3) Motor attendants including starting and stopping motors and lubricating same.
4) Car lighting voltage testers assigned to check condition of car lighting apparatus, including recording of voltage of batteries and renewing lamps and fuses.

5) Preparation of tools and equipment normally used by cable splicers and other electrical workers including the operation of blow torches, furnaces, etc.

6) Stripping insulations, pulling out or tearing down coils, stripping band wires, also dismantling motors, transformers, reactance coils, etc., and all work of similar character.

7) Blowing and cleaning generators, motors, transformers, battery boxes and other apparatus.

8) Work in connection with the shifting of motors, generators, transformers and switchboards. Removing and replacing foundations, frame and bearing bolts, removing and replacing cover plates and housings. Breaking and connecting pipe joints, braces, etc.

9) Dismantling all classes of electrical equipment for scrap; dismantling switchboard, resistance grids, controllers and other apparatus for repairs, in connection with electric locomotives, cars and cranes, when working under direction of a mechanic.

10) Machinery oiling including generators, motors and controllers.

11) Box packing, lubricator and grease cup filling and oiling. Oiling of crane, shop and traction motors, not including suspension bearings.
12) Operating gear pullers and presses including work in connection with repairs to traction, shop and crane motors.

13) Operating bushing presses, in connection with miscellaneous repairs.

14) Operating bolt threading machines, nut tapping and facing machines, drill presses (not equipped with facing, boring or turning head or milling apparatus or so equipped and not ordinarily used), bolt cutters, cut-off and power hack saw, pipe threading machines, punch and shears, buffing machines, cleaning and polishing bearings and all work assigned to such machines, except when used by employees of other crafts incident to the performance of their duties.

15) Cutting and threading pipes and conduits--work performed by hand tools in connection with conduit work.

16) Attending tool room, issuing, cleaning and caring for all tools, including the grinding of drills and machine tools on grinders provided for this work, except when performed by employees of other crafts incident to the performance of their primary duties.

17) All gas and electric cutting that may be assigned.

18) Straightening conduit pipe, conduit clamps, bolts, etc., as specified.

19) Dismantling and mounting air ducts in connection with electric locomotives and multiple-unit ventilating apparatus.

20) Removing and replacing any wire in conduits as directed.
21) Removing and replacing electric apparatus, including the removing of meters, switches, circuit breakers, relays, and other electrical apparatus from switchboards or other mountings after all electrical connections have been removed.

22) Removal, repair and replacement of arc chute sides in connection with maintenance of electric locomotives and multiple-unit cars. Filling holes in asbestos boards with special clay.

23) Renewal of contractor and unit switch jaws in connection with maintenance of electric locomotives and multiple-unit cars.

24) Operating jib, monorail, bracket and floor operated cranes; also cranes and hoists not otherwise specified, except when used by employees of other crafts or classes incident to the performance of their duties.

25) Operating turn tables and transfer tables.

Except as otherwise determined by a joint jurisdiction committee, it is further understood and agreed in the application of this Electricians' Classification of Work that any work specified herein which is being performed on the property of any former component railroad by employees other than Electricians 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 Electricians' Classification of Work which is being performed on the property of any former component railroad by Electricians will not be removed from such Electricians at the locations at which such work was performed by past practice or agreement on the effective date of this Agreement.
DEFINITIONS:

A. The Electrical Craft will contain the following classes:

1. Mechanic
2. Helper
3. Apprentice

B. The term "union representative" refers to an individual certified by the International Brotherhood of Electrical Workers.

INCIDENTAL WORK

III. 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 connection 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 carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the 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**

IV. 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 workforce.

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.

RULE NO. 1--EMPLOYMENT

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 fifty (150) calendar 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 other than qualified journeymen will be established in accordance with the following schedule:

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

A wage progression for qualified journeymen hired after January 1, 1983 will be established in accordance with the following schedule:
<table>
<thead>
<tr>
<th>Length of Employment</th>
<th>Percent of Applicable Wage/Salary Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>80%</td>
</tr>
<tr>
<td>2nd year</td>
<td>90%</td>
</tr>
<tr>
<td>3rd year</td>
<td>100%</td>
</tr>
</tbody>
</table>

The criteria used for determining the pay status of "Journeymen" shall be those set forth in Letter #9 of the Appendix.

Furloughed Conrail employees who transfer to Metro-North under the terms of the Implementing Agreement dated July 27, 1982 shall not be subject to either of the wage progressions above 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 one of the two wage progressions set forth above, but shall receive credit for the period of time worked for Conrail.

RULE NO. 2--SELECTION OF POSITIONS

2-A-1. (a). When new positions are created or vacancies occur, the senior employees in the seniority district in which the position is advertised shall, if sufficient ability is shown, be given preference in filling such new positions or vacancies that may be desirable to them. A non-written 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.
(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 (if numbered), location, prior seniority district, 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 therefor, 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 Rule 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) The provisions of this Rule 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 rule apply to the positions of apprentices.

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

(e) 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.

(f) In the awarding of advertised positions or vacancies under the provisions of this Rule, 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.

(g) An employee working in the craft covered by this Agreement who acquires seniority in any other craft shall forfeit seniority covered by this Agreement.

(h) 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.
(i) An employee shall be considered as furloughed when unable to obtain any position in craft within thirty (30) miles from point of hire.

(j) Special Appointments, not to exceed five percent (5%) of the number of employees, may be established at the sole discretion of the Company. Such positions, when established, may be utilized in all phases of Electrician'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 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. The Company shall have the right to test and interview employees bidding for Special Appointments prior to filling such positions. Such Special Appointments may be filled by the Company from employees having more than sixty (60) days seniority on the Electrician's roster.

Employees assigned to such positions shall be paid a wage differential of fifty cents (50¢) per hour above the D rate. In the event of a furlough, this Rule will not permit a more junior employee to be retained in service in place of a more senior employee.

2-A-2. (a) Employees shall be permitted two (2) bid awards in subsequent twelve (12) month periods. Effective January 1, 1990 the twelve (12) month period shall commence on January 1 and terminate on December 31 of each calendar year. If an employee awarded a bid position is subsequently disqualified from that position, such award shall not be counted as one of the two (2) bids. If an employee who has been disqualified or had his/her position abolished bids to a vacancy, it shall not count as one (1) of the two (2) bids.

(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 Rule 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 Rule may exercise seniority in accordance with Rule 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 Rule 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 the General Chairman shall agree upon a training program.

2. If the senior bidder or applicant for such position is not qualified therefor, 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 Rule 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 General Chairman shall determine (subject to appeal) the period of time an employee shall be paid for learning such position, and the General Chairman 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 Rule 3-C-3.

2-A-4. Day-to-day vacancies (including vacation vacancies not filled by vacation relief employees or in advertised positions temporarily vacant pending award) if filled, may be filled by agreement between the General Foreman and the union representative; otherwise the available junior,
qualified employee at that location and on that roster will be assigned.

RULE 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 the roster in the seniority district where first employed as apprentices, and their seniority standing as mechanics will date from the first day employed as apprentices.

(b) Seniority of helpers will date from the first day employed as helpers, provided that they qualify on such positions.

(c) Employees entering the mechanic's class without seniority as helper shall not acquire seniority in the helper class. Helpers acquiring mechanic positions shall forfeit helper seniority except prior right helper seniority under the former PRR-System Federation 152 Agreement.

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

(e) 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 in the class from which promoted.

3-B-1. Seniority of employees will be confined to the seniority district where employed.

3-B-2. No change will be made in the existing seniority district except by agreement between the Director-Labor Relations and the interested General Chairman.
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.

(c) When operations are restored after emergencies all employees will report to pre-emergency positions at the start of the first full shift thereafter.

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

3-C-3. (a) Subject to the provisions of paragraph (c), employees whose positions are abolished shall, within five (5) working days after being notified that their positions are abolished, exercise their seniority.

Subject to the provisions of paragraph (c), other employees affected by such exercise of seniority shall, 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 shall, subject to paragraph (c), within five (5) working days after reporting for duty, exercise seniority. If the employee’s position has been filled or abolished during his absence, he shall be afforded a day’s pay on the date of his return to duty and on such day may be used to perform any work covered by this Agreement without penalty.

(c) Employees failing to exercise seniority within thirty (30) miles from their point of hire will forfeit seniority.

(d) Employees unable to exercise seniority under paragraph (c) of this Rule and who elect not to exercise other seniority shall be furloughed.

3-C-4. When conditions develop so that an employee cannot satisfactorily perform the assigned work, he will be permitted to exercise seniority under Rule 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 Rules 3-A-1 and 3-B-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
fifteen (15) calendar days after a Certified U.S. Mail notice is mailed to the last recorded address, will forfeit all seniority, unless they present sufficient proof that circumstances beyond their control prevented such return.

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 members in good standing with the Organization. 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 30-day period, the employees involved remit all monies due the union.

(b) Supervisory employees who return 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 Rule 3-C-3.

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

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 roster is posted, this time limit shall apply from the date 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 and the General Chairman.

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 General Chairman or his designated representative. 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 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 Rule 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 advertised 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) Employees displaced in the application of this Rule may exercise seniority in accordance with Rule 3-C-3.

RULE NO. 4--TIME ALLOWANCES

4-A-1. Eight (8) consecutive hours' work, exclusive of the meal period, shall constitute a day, ten (10) hours for four (4) day gangs and twelve (12) hours on Saturday and Sunday for weekend gangs where applicable and/or mutually agreed.

4-B-1. (a) Except as provided for in Rule 5-A-1(b), time worked by an employee in excess of eight (8) hours in any 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 24-hour period.

(b) Except as provided for in Rule 5-A-1(b), a relief employee who performs relief work in two (2) or more positions within a 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) Time worked in excess of forty (40) straight time hours in any 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 assignment to another, or where days off are being accumulated in accordance with the provisions of Rule 5-A-1 (i)(3).

Employees worked more than five (5) days in a work week shall be paid overtime rate for work on the sixth and
seventh days of their work weeks, except where such work is performed by an employee moving from one (1) assignment to another, or where days off are being accumulated under the provisions of Rule 5-A-1 (1)(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 bulletin to work, and for unassigned employees shall mean a period of seven (7) consecutive days, starting with Monday.

4-B-2. (a) Work performed on the following legal holidays, namely:

<table>
<thead>
<tr>
<th>Holiday</th>
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<tbody>
<tr>
<td>New Year's Day</td>
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<tr>
<td>Labor Day</td>
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<tr>
<td>President's Day</td>
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<td>Thanksgiving Day</td>
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<td>Christmas</td>
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<tr>
<td>Fourth of July</td>
</tr>
<tr>
<td>New Year's Eve</td>
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or the day observed will be paid for at the overtime rate with a minimum of three (3) hours. (Christmas Eve will be the day before Christmas is observed and New Year's Eve will be the day before New Year's Day is observed.)

Consistent with the requirements of service, employees will be permitted, upon forty-eight (48) hours notice, to utilize a personal or vacation day or an authorized unpaid day off to observe Martin Luther King Day.
(b) Work performed by an employee on his assigned rest day, or days, shall be paid for at the overtime rate subject to Rule 4-B-1 and 4-E-1, except that service 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 on the first rest day of his work week, except that emergency work paid for under the call rules will not be counted as qualifying service under this paragraph nor will it be paid for under the provisions hereof.

(c) 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.

(d) 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 clear pattern of absenteeism on regular workdays shall not be entitled to share in the work distributed.

(e) An employee will be prohibited from working on his rest days unless he has worked all the hours of his assignment in that work week.

(f) In the assignment of employees to work on holidays on which they are not scheduled to work, the provisions of Rule 5-E-1 (b) will apply.
4-B-3. (a) Subject to the qualifying requirements applicable to regularly assigned employees contained in paragraph (b) 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 Rule 4-B-2.

Subject to the applicable qualifying requirements in paragraph (b) hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof, provided (1) compensation for service paid him by the Company is credited to eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday and (2) he has had a seniority date for at least sixty (60) calendar days or has sixty (60) calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with the union shop agreement, or disapproval of application for employment.

(b) A regularly assigned employee shall qualify for the holiday pay provided in paragraph (a) hereof if compensation paid him by the Company is credited to the full workdays immediately preceding and following such holiday. However, 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 full 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 as defined in Rule 4-C-1 occurring within three (3) work days of the day of such absence.

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

(i) Compensation for service paid by the Company is credited; or

(ii) Such employee is available for service.

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

(c) When any of the holidays enumerated in Rule 4-B-2, 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 Rule 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.

(d) Special qualifying provisions for employees qualifying for both the Christmas Eve and Christmas Day
holiday and/or both 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.

(e) Under no circumstances would 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.
(f) In addition to the legal holidays enumerated above, each regularly assigned employee shall be entitled to one personal holiday in addition to the holidays provided in Rule 4-B-2(a) of this Agreement. 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 personal holiday will be paid for at the regular rate of the employee's position. It shall be forfeited if not taken during each calendar year. The Company shall have the option to fill or not fill the position of an employee who is absent on a personal holiday. If the vacant position is filled, the rules of this 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.

4-C-1. Bereavement leave, not in excess of three (3) consecutive work days, following the date of death will be allowed in case of death of an employee’s brother, sister, parent, grandparent, child, grandchild or stepchild, spouse or spouse’s parent. 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-D-1. For service continuous with and after bulletined hours employees shall be paid the overtime rate.

4-D-2. For service continuous with and before bulletined hours, employees shall be paid at the overtime rate with a minimum of one (1) hour.
4-E-1. Employees called, who report for work, shall be paid not less than three (3) hours as provided in Rule 4-B-1.

4-F-1. (a) There may be one (1), two (2) or three (3) 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 Rule 5-B-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 the 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 therefor.

(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 Rule 4-B-1 (b) employees so changed will, if required to work more than their bulletined hours in any 24-hour period, be paid at the time and one-half rate.

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

4-H-1. (a) 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, at straight time and overtime rates in accordance with Rule 4-B-1.

(b) If during the time on the road 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 section (a) of this Rule.

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

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

(e) No payments will be allowed to an employee for "travel time" to or from work locations included in his relief assignment and within the Metro-North seniority district.
4-I-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-I-2. When an employee is assigned temporarily for part of his assigned tour of duty to perform work (not covered by Rule 4-I-1) 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-J-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-K-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.

4-L-1. 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 service on 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 on 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 paid not less than three (3) hours at the time and one-half rate.

(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 so 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 so 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 Rule 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 Rule 4-B-1.

4-O-1. Employees will check out on Company time.

4-P-1. (a) A claim or grievance must be presented in writing by an employee or, on his behalf, by his union representative to the employee's General Foreman or other designated official and the Assistant Director-Labor Relations within thirty (30) days from the date of the occurrence on which the claim is based. The General Foreman shall, within thirty (30) days from the date same is filed, notify, in writing, whoever filed the claim or grievance (the employee or his representative) whether the claim or grievance was allowed or disallowed. If not so notified within the specified time limits with a reason for the disallowance, the claim or grievance shall automatically be considered as having been listed with the Assistant Director-Labor Relations and the Company shall pay a two (2) hour penalty payment at the straight time rate.

(b) A claim or grievance denied in accordance with paragraph (a) shall be considered closed unless it is listed for discussion with the Assistant Director-Labor Relations by the employee or his union representative within thirty (30) days.
after the date it was denied. A claim or grievance listed ten (10) days prior to the date of a scheduled monthly meeting with the Local Committee will be discussed at such meeting. When a claim or grievance is not allowed the Assistant Director-Labor Relations will so notify, in writing, whoever listed the claim or grievance (the employee or his representative) with the reason for disallowing it within thirty (30) days after the date the claim or grievance was discussed. When no such notice is provided, the claim will be allowed.

(c) A claim or grievance denied in accordance with paragraph (b) will be considered closed unless within thirty (30) days from the date that the claim or grievance is denied, the grievance or claim is appealed to the Director of Labor Relations. A meeting to discuss grievances appealed in this fashion will be docketed for a conference to be held within thirty (30) days of the date of the receipt of the Organization's appeal. The Director shall respond to the appeal within thirty (30) days of the date of the conference and, if the claim or grievance is denied, notification shall be given, in writing, with reason for such denial. Otherwise, the claim or grievance will be allowed.

(d) The Organization will have sixty (60) days from the date of the Director's response to commence arbitration proceedings before a Special Board of Adjustment or the National Railroad Adjustment Board. If the employee chooses to pursue the claim without representation from the Organization, the employee must commence progressing the case to the National Railroad Adjustment Board within sixty (60) days of the Director's response. If no proceedings are initiated, the case will be considered closed.

(e) The time limits specified in paragraphs (b), (c) and (d) may be extended by agreement in any particular case. When the U.S. Mail is used, the postmark will govern in determining compliance with the various time limits.

(f) A claim may be filed at any time for an alleged continuing violation and all rights of the claimant(s) involved shall be protected by the filing of one (1) claim or grievance
based thereon so long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than thirty (30) days prior to the filing thereof.

(g) When a claim or grievance for compensation is allowed, the employee and his union representative shall be advised, in writing, of the amount and payroll involved.

(h) In addition to claims and grievances, other matters may be handled at the monthly meetings with the Director-Labor Relations.

4-Q-1. Metro-North and the IBEW 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 year, by unilateral determination of either Metro-North or the IBEW at that time and every two years thereafter. The Impartial Arbitrator will be compensated by the National Mediation Board, unless and until such funding is no longer available. If the office of Impartial Arbitrator should become vacant, the parties will designate a new Arbitrator as soon as practicable.

RULE 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 rule, 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. Workweeks of four (4) ten (10) hour days can be established by mutual agreement with the Organization. Night and weekend gangs in the Maintenance of Way Department may be established on regularly scheduled shifts to support Maintenance of Way Track Department gang work. These shifts shall consist of eight (8) hours on Friday, twelve (12) hours on Saturday and Sunday and eight (8) hours on Monday for weekend gangs. Night shifts shall have regular working hours of 9:00 p.m. to 5:30 a.m. Employees assigned to these gangs shall receive the same 10% or 5% differential received by other Metro-North employees on those shifts. Employees who work in the Power Department on nights or weekends prior to the creation of gangs supporting the Track Department but not assigned to these gangs shall be "grandfathered" and will receive the same differential. This differential will not apply to employees working in the C&S and Mechanical Departments.

(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 rule 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 assignment covered by paragraphs (e), (f) and (g) of this Rule, the following procedures shall be used:

1. All possible regular relief assignments shall be established pursuant to paragraph (g) of this Rule.

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 non-consecutive rest days.

6. If, after all the foregoing has been done, there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) non-consecutive days off.

7. The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.

8. If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the 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-B-1. (a) 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 start times set forth above.

When starting any shift within the time limits specified in this Rule 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 so resorted to when other equally economical arrangements can be made.

(b) Mechanics in weekend and night gangs in the Electric Traction Department working in support of the Maintenance of Way Track gangs shall receive a ten percent (10%) differential. However, mechanics that work on only one (1) regularly scheduled weekend day shall receive a five percent (5%) differential.

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. All employees will be afforded an opportunity to work eight (8) hours and, if required by the Company, will complete their assignments as adjusted pursuant to the 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 Rule 5-D-1 shall be necessary when the normal starting times are varied from as indicated in Rule 5-B-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) Record will be kept of overtime worked and men called, with the purpose in view of distributing the overtime equally among the employees in so far as their qualifications will permit subject to agreement between the local officer and the local union representative.

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 mechanics’ work of each craft except foremen at points where no mechanics are employed. However, craft work performed by foremen or other supervisory employees employed on a shift shall not in the aggregate exceed twenty (20) hours a week for one (1) shift, forty (40) hours a week for two (2) shifts, or sixty (60) hours for all shifts.

If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General Chairman.

(c) An incumbent supervisor who assumed his present position prior to May 1, 1979 at a point where no mechanic is employed, may be retained in his present position. However, his replacements shall be subject to the preceding paragraphs of this Rule.

5-F-2. At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at the point. Any dispute as to whether or
not there is sufficient work to justify employing a mechanic of the Electrician Craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman the parties will undertake a joint check of the work done at any point. If the dispute is not resolved by agreement, it shall be handled in accordance with Section 3 of the Railway Labor Act and pending the disposition of the dispute the Company may proceed with or continue its designation.

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. An apprentice may be required to serve six (6) periods of up to one hundred thirty (130) days of eight (8) hours each.

5-G-2. An apprentice upon completion of his apprenticeship shall be furnished a certificate of service by the Company and shall receive the rate of the position which he occupies as the result of an award or of exercise of his seniority.

5-G-3. The number of apprentices shall not exceed one (1) to every ten (10) Mechanics.

5-G-4. Two (2) apprentices shall not be regularly worked together as partners except when working with a mechanic.

5-G-5. Apprentices shall be instructed in the various branches of their trades in accordance with a schedule to be
established by the Company after conference with the General Chairman.

5-G-6. Apprentices shall be paid in accordance with the Rate Schedule - Appendix "A".

5-G-7. An apprentice, upon proper instructions, shall perform any work done in his trade and such other work as may be beneficial to his training. During his apprenticeship he shall be given training as per apprentice schedule.

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.

RULE NO. 6–DISCIPLINE

6-A-1. (a) Except as provided in Rule 6-A-6 and Rule 1-A-1, employees 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 only if their retention in service could be detrimental to themselves, another person or the Company.

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 may, if he so desires, 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.
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. An employee who is removed from service shall be given such notice within seven (7) 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 of for more than thirty (30) calendar days.

(c) Within seven (7) calendar days from receipt of notice of the 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.

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.

(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-5.

(e) 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. Actual pertinent witnesses to the offense will be requested to attend the trial by the Company. The 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.

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 he
has been 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, 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. When the discipline imposed
is suspension, the request for a hearing 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. At hearing on appeal,
an employee may, if he desires to be represented at such
hearing, be accompanied by his union representative. A
decision on the appeal shall be rendered within thirty (30)
calendar days of the date of the hearing.

(c) The decision of the highest appeals officer shall be
final and binding unless within sixty (60) calendar days of
receipt of said decision a written request for arbitration is
submitted to the Impartial Arbitrator or the National Railroad
Adjustment Board. If the employee chooses to progress the
case without union representation, a written request for
arbitration must be submitted to the National Railroad
Adjustment Board within sixty (60) days of said decision. 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, or, if they
cannot agree, at a time and place determined by the arbitrator upon at least five (5) calendar days notice to 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 or the National Railroad Adjustment Board shall be final and binding on both parties to the dispute.

(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 and insurance, vacation and other benefits lost.

(g) 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 discipline will be removed from his/her record.

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

RULE NO. 7--APPEALS

7-A-1. In the application of Rule 6, an employee's union representative may attend the proceedings held, even though the employee may not desire to be represented.

7-A-2. When it is considered that an injustice has been done with respect to any matter other than discipline, the employee affected or the union representative, as that term is defined in this Agreement, may, on his behalf, within ten (10) calendar days present the case, in writing, to the employee's General Foreman. If the decision of his General Foreman, which shall be in writing, is unsatisfactory, such decision may
then be handled by the union representative with the Director-Labor Relations.

RULE NO. 8--MISCELLANEOUS

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

(b) A place shall be provided in all shops and enginehouses, 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.

8-B-1.  (a) Employees injured while at work will not be required to make accident reports before they are given medical attention, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment.

(b) Employees relieved from duty due to an on duty injury while at work will be paid for the full day.

8-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.

8-B-3.  Notice shall be posted at all shops, yards and enginehouses, showing location of first aid equipment and the location and phone number of hospitals and ambulance service.

8-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.
8-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 Rule 4-B-2, or on days when the shops are closed down, men shall be paid on the preceding day.

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

8-D-3. Employees leaving the service of the Company shall be furnished with a time voucher covering all time due.

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

8-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.

8-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.

8-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; cleaning of cars and locomotives when caustic or
similar solution is used; locomotive washing machine operation; locomotive boiler washing 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.

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.

8-E-4. As a result of the conversion from standard to metric, any necessary tools shall be made available to employees by the Company.

The Company shall reimburse or replace an employee for stolen personal tools provided such theft was not due to the employee’s negligence.

8-F-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.

Employees will not be required to work on engines or cars outside of shops during inclement weather, if shoproom and pits are available. This does not apply to work in engine cabs or emergency work on engines or cars set out for or attached to trains.
8-G-1. Employees who have been working on hot work shall not be required to work on cold work until given sufficient time to cool off.

8-H-1. (a) The parties to this Agreement pledge to comply with Federal and State Laws dealing with nondiscrimination 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.

The parties to this Agreement pledge to comply with all safety and health requirements in accordance with State and Federal Laws.

(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.

Local union representatives shall not be required to lose time from their regular assignment when representing employees covered by this Agreement at trials or investigations or for attending local conferences or scheduled monthly meetings with the Director-Labor Relations.

The foregoing shall not apply to more than two (2) union representatives at any one trial, investigation or conference. The foregoing shall not apply to more than one (1) committeeman for each local for attending scheduled monthly meetings with the Director-Labor Relations, except two (2)
committeemen shall be so paid when only one local is represented.

8-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) Employees of the Company who become full-time duly accredited representatives of employees of the Company or are employed exclusively by the union shall be considered on leave of absence until thirty (30) days after release from such employment.

(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.

8-I-2. An employee unable to report for work or detained from work for any cause must notify his shop or work location as soon as possible.

8-J-1. (a) Employees in service covered by this Agreement shall not be required to submit to periodical physical examinations unless required by State or Federal Law. Such examinations shall be given during employee's tour of duty when practicable to do so, without loss of compensation to the employee.

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

8-K-1. When an employee has been disqualified from his position on account of his physical condition and the employee 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 General Chairman shall bring the case to the attention of the Director-Labor Relations. The Director-Labor Relations and the employee 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 employee.
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 employee may, at a later time, begin proceedings for further examination 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 employee 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 employee. The Company and the employee shall each pay one-half of the fee and traveling expenses of the third appointee.

8-L-1. Employees covered by this Agreement and their dependents shall be given the same consideration in the granting of rail transportation as is granted other employees holding comparable positions in conformity with policies and regulations in effect governing the granting of rail transportation. Union representatives will be given the same consideration.

8-M-1. (a) Employees will be paid at the straight time rate of pay for time attending related training sessions held during or outside of regular work hours.

(b) In connection with classroom instruction, the Company will arrange and pay for lodging facilities, where
necessary, that will be of adequate quality and with the
assignment of not more than two (2) employees to a room
beginning on the night before the training classes begin,
continuing throughout the time classes are in session.
Employees who will not occupy such lodging facilities and
employees who will not attend scheduled classroom sessions
must notify the designated Instructor in advance.

(c) Transportation between the Company arranged
place of lodging and the classroom facility will be made
available by the Company.

(d) The Company will arrange for transportation and will
reimburse the employees for reasonable meal expenses for
travel from their headquarters to the lodging at the classroom
training location and return. If transportation is not provided by
the Company and his personal transportation is authorized and
used, mileage will be allowed for one round-trip between the
employee’s regular headquarters and the lodging facility at the
classroom training location at the established mileage rate.

(e) Participants in the classroom training sessions
staying in the lodging facilities provided by the Company will
have all meals provided from the first day of the session up to
the dinner meal on the last day of the session. This does not
apply to classroom training sessions at home point.

8-N. There will be an annual cleaners/tool
allowance for employees who are either responsible for
providing their own tools or whose position primarily entails
cleaning duties to be established as follows:

Effective January 1996, to be paid during the same payroll
period as the shoe allowance - $50.00.

Effective January 1997, to be paid during the same payroll
period as the shoe allowance - $100.00 per year.

Effective January 1998, to be paid during the same payroll
period as the shoe allowance - $150.00 per year.
8-O. Provide to all employees who are required by Metro-North to wear safety shoes an annual allowance of $50.00.

8-P. Payments made under 8-N and 8-O described above will be made in the month of February, each year.

RULE NO. 9--VACATIONS

9-A-1. The "National" Vacation Agreement of December 17, 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. Effective with vacation accrual for 1997, but not to be available for use until the 1998 vacation year, vacation shall be changed as follows:

(a) Each employee who renders compensated service with Metro-North on one hundred and twenty (120) days during the preceding calendar year shall be granted an annual vacation of five (5) work days with pay or pay in lieu thereof.

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

(c) 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 for seven (7) years or more of service shall be granted fifteen (15) vacation days with pay, or pay in lieu thereof. An employee with eight (8) or more years of continuous service must render compensated service on one
hundred (100) days to receive vacation. This entitlement shall include compensated service at predecessor railroads.

(d) 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 for fourteen (14) years of service shall be granted twenty (20) vacation days with pay, or pay in lieu thereof. This entitlement shall include compensated service at predecessor railroads.

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

(f) Continuous service is not broken when an employee is laid off on account of force reduction if he/she maintains rights to be recalled; or on furlough or leave of absence; or absent on account of sickness or disability.

9-A-2. Effective with 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:

<table>
<thead>
<tr>
<th>Years Qualified Service</th>
<th>Vacation Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>1 day per calendar month not to exceed 10 days</td>
</tr>
<tr>
<td>1 year but less than 5 years</td>
<td>10 days</td>
</tr>
<tr>
<td>5 years but less than 10 years</td>
<td>15 days</td>
</tr>
<tr>
<td>10 years but less than 15 years</td>
<td>20 days</td>
</tr>
<tr>
<td>15 years and over</td>
<td>25 days</td>
</tr>
</tbody>
</table>

The formula of continuous years times compensated work days used for the service calculations remains intact for this new vacation schedule.
9-A-3. Except as amended in this Rule, all other provisions of the National Vacation Agreement of 1941, as amended and agreed upon interpretations apply, including days of compensated service and qualifying days continue in force.

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

(b) 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.

(c) When scheduling a single day vacation, IBEW 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.

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

(e) Single day vacations will be granted on a first come, first serve basis by headquarters 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 IBEW employee will not be permitted to work that day unless directed to do so by the Carrier.

RULE NO. 10--PERSONAL LEAVE

10-A. Effective January 1, 1996, in addition to Personal Leave entitlement in the Mediation Agreement dated December 11, 1981, employees who have met the qualifying

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vacation requirements during twenty-five (25) calendar years shall be entitled to three (3) days of personal leave.

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

10-B. Effective January 1, 1998, the new Personal Leave Day schedule will be as follows:

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

(2) 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.

(3) 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.

(4) 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.

(5) An employee with thirty (30) years or more of continuous service shall be entitled to one (1) additional paid birthday (choice) day off, on forty-eight (48) hours notice and consistent with needs of service.

10-C. An employee having reached an anniversary date during a particular calendar year will be considered as
having reached such anniversary date as of January 1st of that year.

10-D. 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.

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

10-F. 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 vacated position among other employees covered by this Agreement.

RULE NO. 11--APPROVED LEAVE

11-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

11-B-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 (90) percent 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.

(d) New hires who commence service in the course of a year will be granted one (1) sick day per month worked during that calendar year commencing on the date of hire. If service commences after the 15th of a given month, no credit will be received for that month. In defining a month of service for subsequent months, the same calculation that is used by the Railroad Retirement Board for credited service months will apply.

11-C-1. Sick Leave Reimbursement Plan - 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.

11-D-1. (a) Sick Leave Verification - 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 or counseling for unsatisfactory attendance.
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.

11-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.

An employee who is sick on a holiday will receive holiday pay, not sick pay.

11-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.

11-G-1. (a) 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 will 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. Employees will not be precluded from filing for benefits from the Railroad Retirement Board at any time during their sick leave.
11-G-2. One (1) year of supplemental coverage will apply to each new disability.

RULE NO. 12–HEALTH AND WELFARE

12-A-1. On the Job Injury Medical Payments - Metro-North will have the right to offset health and welfare benefits paid against any right of recovery an employee injured on duty may have against Metro-North.

12-B-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.

12-B-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.

12-C-1. (a) Employees will not be required to make contributions towards premiums for the basic Empire Plan.

(b) Should the Empire Plan benefit levels or coverage substantially change in the future, either Metro-North or the unions may re-open negotiations on the impact of that change. If the parties cannot mutually agree to resolve the dispute within ninety (90) days, the issue of the mitigation of the impact of the substantial change will be submitted to binding arbitration.

12-C-2. As a supplement to the Empire Plan, Constitution Health Care/HMO (Physicians Health Service) will
be made available to Metro-North employees who reside in Connecticut for 1995 enrollment. As with all HMO's, employees will be obligated to pay the difference in cost between Constitution Health Care/HMO (Physician's Health Service) and the basic Empire Plan cost for 1995, which for Constitution Health Care/HMO (Physician's Health Service) is not projected as between $65.00 and $75.00. In subsequent years, employee contributions towards enrollment in Constitution Health Care/HMO will not increase by more that five percent (5%) annually.

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

12-E-1. (a) 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.

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

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

(d) 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.

12-F-1. The Company will offer an optional 401K Program for 1997 subject to legal and administrative review.
RULE NO. 13--WAGES

13-A-1. Effective January 1, 1995, all rates of pay irrespective of the method of payment (hourly, daily, etc.), in effect on December 31, 1994 shall be increased by two (2) percent.

13-B-1. Effective January 1, 1996, all rates of pay irrespective of the method of payment (hourly, daily, etc.), in effect on December 31, 1995 shall be increased by two and one half (2½) percent.

13-C-1. Effective January 1, 1997, all rates of pay irrespective of the method of payment (hourly, daily, etc.), in effect on December 31, 1996 shall be increased by three and one half (3½) percent.

13-D-1. Effective January 1, 1998, all rates of pay irrespective of the method of payment (hourly, daily, etc.), in effect on December 31, 1997 shall be increased by two (2) percent.

13-E-1. Eligibility for Wage Increases - Retroactive wage payments shall be granted only to current employees for service performed since January 1, 1995 and on a pro-rated basis for employees who during 1995 either retired, died, or may have been dismissed and subsequently reinstated with seniority restored.

RULE NO.14--MORATORIUM CLAUSE:

14-A-1. The agreement shall be effective January 1, 1995 and shall remain in effect through December 31, 1998 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

14-A-2. The parties to this Agreement shall not serve or progress prior to July 1, 1998 (not to become effective before January 1, 1999) any notice or proposal for the purpose of changing agreement.
Signed at New York, New York, this 11th day of December, 1995.

For:

THE EMPLOYEES REPRESENTED
BY THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

/s/Thomas McAteer
General Chairman

METRO-NORTH COMMUTER
RAILROAD COMPANY

/s/Raymond Burney
Director – Labor Relations
May 1983

Mr. Peter A. Puglia  
General Chairman - International  
Brotherhood of Electrical Workers  
1015 Chestnut Street, Room 515  
Philadelphia, Pennsylvania 19107

Re: Health and Welfare Benefits

Dear Sir:

In the negotiation of the Agreement effective January 1, 1983, it was agreed that Metro-North would administer and control all health and welfare benefit programs, with the right to select an insurance carrier.

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

Very truly yours,

/s/Peter Stangl, President  
Metro-North

Accepted:

/s/Peter A. Puglia
May 1983

Mr. Peter A. Puglia  
General Chairman - International  
Brotherhood of Electrical Workers  
1015 Chestnut Street, Room 515  
Philadelphia, Pennsylvania 19107

Re: Incidental Work Rule

Dear Sir:

In the negotiation of the Incidental Work Rule, it was agreed that the work of connecting and disconnecting traction motor leads to trucks will not be considered incidental work.

Very truly yours,

/s/Peter Stangl, President  
Metro-North

Accepted:  
/s/Peter A. Puglia  

May 1983

Mr. Peter A. Puglia
General Chairman - International
Brotherhood of Electrical Workers
1015 Chestnut Street, Room 515
Philadelphia, Pennsylvania 19107

Re: Payroll Deductions

Dear Sir:

Metro-North agrees to continue the existing practice on the property with respect to payroll deductions (pertaining to credit unions, insurance premiums, COPE, etc.).

Very truly yours,

/s/Peter Stangl, President
Metro-North

Accepted:

/s/Peter A. Puglia
May 1983

Mr. Peter A. Puglia  
General Chairman - International  
Brotherhood of Electrical Workers  
1015 Chestnut Street, Room 515  
Philadelphia, Pennsylvania 19107

Re: Special Appointments

Dear Sir:

In the negotiation of Rule 2-A-1(j), it was agreed that if disputes with respect to this provision arise, representatives of the Union and Metro-North will meet to seek to resolve such disputes. If, after one year of operating under this rule, any such disputes remain unresolved, the parties agree to go to binding arbitration to resolve them.

Very truly yours,

/s/Peter Stangl, President
Metro-North

Accepted:

/s/Peter A. Puglia
May 1983

Mr. Peter A. Puglia  
General Chairman - International  
Brotherhood of Electrical Workers  
1015 Chestnut Street, Room 515  
Philadelphia, Pennsylvania 19107

Re: Filling Vacancies

Dear Sir:

In the negotiation of Rule 2(A)4, it was agreed that no employee will be moved excessively under the terms of this provision. In the event the procedures under this Rule are not followed, the General Chairman and the Vice-President of Operations will meet to discuss corrective action.

Very truly yours,

/s/Peter Stangl, President  
Metro-North

Accepted:

/s/Peter A. Puglia
May 1983

Mr. Peter A. Puglia
General Chairman - International
Brotherhood of Electrical Workers
1015 Chestnut Street, Room 515
Philadelphia, Pennsylvania 19107

Re: Contracting Out

Dear Sir:

In the negotiation of Article IV, it was understood that this Article shall be subject to the grievance procedures set forth in the Agreement.

Very truly yours,

/s/Peter Stangl, President
Metro-North

Accepted:

/s/Peter A. Puglia
May 1983

Mr. Peter A. Puglia
General Chairman - International
Brotherhood of Electrical Workers
1015 Chestnut Street, Room 515
Philadelphia, Pennsylvania 19107

Re: Rest Day Work

Dear Sir:

In the negotiation of Rule 4-B-2(e) of the Agreement effective January 1, 1983, it was the intent of the parties that an employee not be prohibited from working on his rest day(s) because of his having marked off a short period of time in his work week for a legitimate reason, up to a total of sixty minutes in any work week.

Very truly yours,

/s/Peter Stangl, President
Metro-North

Accepted:

/s/Peter A. Puglia
May 1983

Mr. Peter A. Puglia
General Chairman - International
Brotherhood of Electrical Workers
1015 Chestnut Street, Room 515
Philadelphia, Pennsylvania 19107

Re: **Employees Transferring to the Electrical Craft**

Dear Sir:

If an employee seeks to transfer to the electrical craft from another craft, he shall be subject to the following two-year wage progression:

<table>
<thead>
<tr>
<th>Length of Employment in Electrical Craft</th>
<th>Percent of Applicable Wage/Salary Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>80%</td>
</tr>
<tr>
<td>2nd year</td>
<td>90%</td>
</tr>
<tr>
<td>3rd year</td>
<td>100%</td>
</tr>
</tbody>
</table>

except that where such an employee is subject to the four-year new hire wage progression set forth in Rule 1(c) of this Agreement, he shall complete at least two years of
the new hire wage progression before becoming subject to the wage progression above.

Very truly yours,

/s/Peter Stangl, President
Metro-North

Accepted:

/s/Peter A. Puglia
May 1983

Mr. Peter A. Puglia  
General Chairman - International  
Brotherhood of Electrical Workers  
1015 Chestnut Street, Room 515  
Philadelphia, Pennsylvania 19107

Re: Definition of Journeyman

Dear Sir:

For purposes of this Agreement, a journeyman shall be defined as anyone who (a) has completed a four-year, bona fide electrical apprenticeship program; or (b) has had four years of full-time practical experience as an electrician, and can provide proof thereof (by means of a card or certificate); or (c) has graduated from a four-year accredited college or university with a degree in electrical engineering, and has completed two years of a bona fide full-time electrical apprenticeship program or has had two years of practical experience as an electrician.

Very truly yours,

/s/Peter Stangl, President
Metro-North

Accepted:

/s/Peter A. Puglia
May 1983

Mr. Peter A. Puglia  
General Chairman - International  
Brotherhood of Electrical Workers  
1015 Chestnut Street, Room 515  
Philadelphia, Pennsylvania 19107

Re: Applicable Conrail Provisions

Dear Sir:

In the negotiation of the rules of the Agreement effective January 1, 1983 pertaining specifically to new employees (including Rule No. 1 of the Agreement), it was understood that persons employed by Conrail on or before December 31, 1982 who transfer to Metro-North effective January 1, 1983 shall not be covered by these new rules, but shall be subject to the applicable Conrail provisions.

Very truly yours,

/s/Peter Stangl, President  
Metro-North

Accepted:

/s/Peter A. Puglia
May 1983

Mr. Peter A. Puglia
General Chairman - International
Brotherhood of Electrical Workers
1015 Chestnut Street, Room 515
Philadelphia, Pennsylvania 19107

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/Peter A. Puglia
The following provisions of the Mediation Agreement, Case A-10796, dated December 11, 1981 between railroads represented by the National Carrier’s Conference Committee and employees of such railroads represented by the IBEW, by reference are made a part of this Agreement as though repeated here verbatim.

1. Article III – Vacations - is modified

2. Article V - Health and Welfare Benefits, subject to the Letter of Understanding regarding Health and Welfare Benefits appended to this Agreement.

3. Article VI - Dental Benefits

4. Article VII - Early Retirement

5. Article VIII - National Health Legislation

6. Article IX - Supplemental Sickness – is modified

7. Article X - Personal Leave – is modified

INTERNATIONAL BROTHERHOOD METRO-NORTH COMMUTER OF ELECTRICAL WORKERS RAILROAD COMPANY

/s/Peter A. Puglia /s/Peter Stangl, President
General Chairman

JANUARY 1, 1995 – DECEMBER 31, 1998
January 19, 1990

Mr. Peter A. Puglia  
General Chairman - IBEW  
1015 Chestnut St.  
Philadelphia, PA 19107

Dear Sir:

This is in reference to discussions held during recent negotiations with respect to the Supplemental Sickness/Disability Insurance Plan.

Effective 30 days from the date of full and final ratification by the parties, IBEW employees who are eligible to receive benefits under the Supplemental sickness/Disability Insurance Plan will be eligible to receive benefits after the fourth day of the initial sickness/disability incident in a benefit year as opposed to satisfying the current initial 14-day waiting period, notwithstanding that RUIA benefits are not payable during such initial waiting period.

It is further understood that the Carrier will offset benefits paid under the Supplemental Sickness/Disability Insurance Plan by the full amount of benefits that the employee is eligible to receive under RUIA. During the initial sickness/disability incident, this offset will be applied regardless of whether RUIA benefits are being paid or not.

Very truly yours,

/s/Raymond Burney, Esq.  
Director - Labor Relations

AGREED:

/s/Peter A. Puglia
October 4, 1996

Mr. Raymond Burney  
Director-Labor Relations  
MTA Metro-North Railroad  
14th Floor  
345 Madison Avenue  
New York, New York 10017

Dear Mr. Burney:

This is to confirm our recent discussion concerning employee eligibility for overtime work and entitlement for overtime payment under the rules of the Agreement. It was agreed as follows:

1. **Rest Day Overtime - Employees Who Have Not Worked All The Hours Of Their Assigned Workweek**

   As provided for under Rule 4-B-2(e) employees who have not worked all the hours of their assigned workweek will be prohibited from working on their rest days. If such employees are assigned to work on a rest day, the parties agree to apply Rule 4-B-2(b) as they have in the past, that is, the employee will be paid at the overtime rate.

2. **Work Day Overtime - Employees Who Absent Themselves From Work For A Full Tour Of Their Regular Shift.**
Employees who absent themselves from work for a full tour of their regular shift shall be prohibited from working overtime that workday. If employees are assigned to work on a workday outside their regular shift, the employees shall be paid at the overtime rate.

Note: The employee’s workday above is the twenty-four hour period computed from the starting time of the employee’s regular shift.

The above reflects my understanding of our discussion. If you agree, kindly indicate your concurrence in the space provided below.

Very truly yours,

/s/Thomas J. McAteer
General Chairman

I CONCUR DATED: 10/16/96

/s/Raymond Burney
Director, Labor Relations

TJM:en

cc: File-S3-044
January 19, 1990

Mr. Peter A. Puglia  
General Chairman - IBEW  
1015 Chestnut St.  
Philadelphia, PA 19107

Dear Sir:

Pursuant to discussions held during our recent negotiations, it is agreed that should any changes to the level of compensation paid under the Supplemental Sickness/Disability Insurance Plan occur as result of the current National Carrier’s contract negotiations, Metro-North (MNCR) and the International Brotherhood of Electrical Workers (IBEW) will conference to review, analyze and discuss such changes.

Very truly yours,

/s/Raymond Burney  
Director - Labor Relations

AGREED:

/s/Peter A. Puglia
September 12, 1994

Mr. Raymond Burney  
Director - Labor Relations  
Metro-North Commuter Railroad Company  
345 Madison Avenue, 14th Floor  
New York, N.Y. 10017

Re: Tentative Agreement December 14, 1994

Dear Mr. Burney:

Concerning Article XI ON-THE-JOB INJURY MEDICAL PAYMENTS of the above referenced agreement, it is my understanding that the purpose of this Article is to assure that FELA Plaintiffs could not introduce evidence of and recover for past medical expenses that had, in fact, been paid by Metro-North. I would appreciate your confirming the fact that the application of Article XI is limited to past medical expenses that had, in fact, been paid for by Metro-North.

Very truly yours,

/s/Thomas J. McAteer  
General Chairman

I concur:

/s/Raymond Burney, Director, Labor Relations
MEMORANDUM OF UNDERSTANDING COVERING
ELECTRICIAN INSTRUCTOR

Positions of Electrician Instructor may be established at the sole discretion of the Company. Such positions, when established, may be utilized to train apprentices' or trainees and mechanics in all phases of Electricians' work and to teach mechanics techniques to be used in the training of apprentices or trainees.

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 Instructor positions may be filled by the Company from employees having more than sixty (60) days seniority on an Electrician roster.

Employees assigned to such Instructor position shall be paid 50 cents per hour above the Grade "D" rate.

The establishment of this classification of Electrician Instructor in no manner restricts the Company from utilizing other than Electricians in training functions.

INTERNATIONAL BROTHERHOOD METRO-NORTH COMMUTER
OF ELECTRICAL WORKERS RAILROAD COMPANY

/s/Peter A. Puglia /s/Peter Stangl
General Chairman President

New York, N.Y.
May 1983
RATE SCHEDULE
ELECTRICIAN CRAFT

MECHANICS

<table>
<thead>
<tr>
<th>GRADE RATE</th>
<th>1/1/95</th>
<th>1/1/96</th>
<th>1/1/97</th>
<th>1/1/98</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>$20.47</td>
<td>$20.98</td>
<td>$21.71</td>
<td>$22.14</td>
</tr>
<tr>
<td>C</td>
<td>20.10</td>
<td>20.50</td>
<td>21.32</td>
<td>21.75</td>
</tr>
<tr>
<td>D</td>
<td>19.98</td>
<td>20.46</td>
<td>21.20</td>
<td>21.62</td>
</tr>
<tr>
<td>E</td>
<td>19.66</td>
<td>20.33</td>
<td>21.07</td>
<td>21.49</td>
</tr>
<tr>
<td>F</td>
<td>19.75</td>
<td>20.24</td>
<td>20.95</td>
<td>21.37</td>
</tr>
<tr>
<td>G</td>
<td>19.42</td>
<td>19.91</td>
<td>20.61</td>
<td>21.02</td>
</tr>
</tbody>
</table>

RATES OF PAY OF APPRENTICES

<table>
<thead>
<tr>
<th>RATE</th>
<th>J-Grade-1st-130 Day Period -</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>K-Grade-2nd-130 Day Period -</td>
</tr>
<tr>
<td></td>
<td>L-Grade-3rd-130 Day Period -</td>
</tr>
<tr>
<td></td>
<td>M-Grade-4th-130 Day Period -</td>
</tr>
<tr>
<td></td>
<td>N-Grade-5th-130 Day Period -</td>
</tr>
<tr>
<td></td>
<td>O-Grade-6th-130 Day Period -</td>
</tr>
</tbody>
</table>

The Conrail wage progression shall remain applicable to employees presently covered by it and hired by Conrail prior to January 1, 1983.
Differentials

Lead Mechanics

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

Welders

A differential of seventeen cents (17¢) per hour above the rate of their assignment will be paid to Mechanics who also perform welding. This differential will be incorporated into the hourly rate.

Locomotive Inspectors

Locomotive inspectors who certify the correctness of reports required by the Federal Locomotive Inspection Law and who must personally know by actual inspection that all the Federal Locomotive Inspection laws have been fulfilled will receive a differential of seventeen cents (17¢) per hour above the rate of their assignments. This differential will be incorporated into the hourly rate.
# GRADED WORK CLASSIFICATION OF
# MECHANICS, HELPERS AND APPRENTICES
# IN THE M. OF E. DEPARTMENT
# ELECTRICIANS' WORK

<table>
<thead>
<tr>
<th>GRADED WORK CLASSIFICATION</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>*A-Grade</td>
<td></td>
</tr>
<tr>
<td>Time setting and time</td>
<td>Electrical workers qualified to determine time and methods to perform any and all operations.</td>
</tr>
<tr>
<td>studying.</td>
<td></td>
</tr>
<tr>
<td>Armature winding.</td>
<td>Electrical workers qualified to wind traction motors, rotors of 150 H.P. and above, generators of 100 KW and above and all other work assigned. Not to include assistants or employees winding or insulating coils.</td>
</tr>
<tr>
<td>*C-Grade</td>
<td></td>
</tr>
<tr>
<td>Locating troubles.</td>
<td>Electrical workers of high grade skill qualified and assigned to do all work necessary in locating troubles with and making repairs to electrical equipment of all kinds.</td>
</tr>
</tbody>
</table>

86

JANUARY 1, 1995 – DECEMBER 31, 1998
### GRADED WORK CLASSIFICATION

<table>
<thead>
<tr>
<th>Classification</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remote control sub-station repairmen.</td>
<td>Electrical workers of high grade skill, qualified and assigned to install and maintain remote control equipment, inclusive of switchboard instruments and wiring thereof at sub-stations and remote control points. (Does not apply to assistance or helpers.)</td>
</tr>
<tr>
<td>Inspecting and testing electrical</td>
<td>Electrical workers assigned locomotive electrical equipment to handle all work in as required by Federal Locomotive connection with the Inspection Laws. Inspecting and testing of electric locomotive electrical equipment and certifying to the correctness of reports (PRR Form MP162E) required by the Federal Locomotive Inspection Law and who must personally know by actual inspection that all the requirements of the Federal Locomotive Inspection Law have been properly fulfilled.</td>
</tr>
</tbody>
</table>
APPENDIX "B"

<table>
<thead>
<tr>
<th>GRADED WORK CLASSIFICATION</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>*C-Grade</td>
<td></td>
</tr>
<tr>
<td>All armature winders</td>
<td></td>
</tr>
<tr>
<td>other than covered</td>
<td>Electrical workers assigned to wind armature of all sizes except as specified in Grade &quot;B&quot; and all other work assigned.</td>
</tr>
<tr>
<td>in Grade &quot;C&quot;.</td>
<td></td>
</tr>
<tr>
<td>Linemen on circuits</td>
<td></td>
</tr>
<tr>
<td>above 2500 volts.</td>
<td>Electrical workers familiar with circuits of over volts in a particular territory qualified to take out line clearances for the purpose of protecting unqualified employees or workmen.</td>
</tr>
<tr>
<td>*D-Grade</td>
<td></td>
</tr>
<tr>
<td>Lead cable splicing.</td>
<td>Electrical workers assigned to splicing single or multiple conductors—lead covered cables with or without armor.</td>
</tr>
<tr>
<td>Telephone exchange</td>
<td></td>
</tr>
<tr>
<td>maintenance.</td>
<td>Electrical workers assigned to adjust and repair automatic or non-automatic telephone exchange apparatus, automatic substation control apparatus and printing telegraph equipment. Not to include assistants.</td>
</tr>
</tbody>
</table>

*Fully qualified mechanics' work.
## GRADED WORK CLASSIFICATION

<table>
<thead>
<tr>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installing, maintaining and repairing electrical apparatus.</td>
</tr>
<tr>
<td>Installing, maintaining and repairing generators, motors transformers, oil switches, generator and switch-board control apparatus, measuring apparatus, protective apparatus, electric lighting fixtures, electrical headlight turbo-generators, telephone and telegraph instruments, winding and insulating coils and all other work assigned.</td>
</tr>
</tbody>
</table>

### *E-Grade Linemen on circuits above 2500 volts.*

<table>
<thead>
<tr>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical workers qualified to maintain and repair power lines of over 2500 volts but not required to take out clearances for protection of other workmen.</td>
</tr>
</tbody>
</table>

### *E-Grade Linemen (Telegraph and Telephone) 2500 volts and less.*

<table>
<thead>
<tr>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical workers assigned to maintenance and repairs to telegraph and telephone lines in a designated section, also qualified to adjust and maintain automatic or non-automatic telegraph and telephone equipment.</td>
</tr>
</tbody>
</table>

*Fully qualified mechanics' work.*
<table>
<thead>
<tr>
<th>GRADED WORK CLASSIFICATION</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable splicing.</td>
<td>Electrical workers qualified to splice cables (other than lead covered) of three or more conductors (conductors may be of solid or stranded construction).</td>
</tr>
<tr>
<td>Battery repairing.</td>
<td>Electrical workers qualified to rebuild acid or alkali storage batteries.</td>
</tr>
<tr>
<td>Electric Locomotive inspecting.</td>
<td>Electrical workers assigned to inspecting and testing electric locomotive electrical equipment, including MP362 cab signal test incident to road failure, does not include certifying to correctness of reports on PRR Form MP 162E.</td>
</tr>
<tr>
<td>Banding armatures.</td>
<td>Banding of armatures on all motors on electric (M.U.) cars and electric locomotives.</td>
</tr>
<tr>
<td>Installing, maintaining and repairing conduits and condulets.</td>
<td>Electrical workers assigned to install, maintain and repair conduits and condulets.</td>
</tr>
</tbody>
</table>
## GRADED WORK CLASSIFICATION

<table>
<thead>
<tr>
<th>GRADED WORK CLASSIFICATION</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Linemen - telegraph and telephone power and lighting - circuits</td>
<td>Electrical workers assigned to repairs and maintenance of telegraph and telephone lines, and power and lighting lines not over 2500 volts, including series lighting circuits.</td>
</tr>
<tr>
<td>Operating switchboard.</td>
<td>Electrical workers who operate main switchboards in large power plants. Electrical workers operating rotary converters for traction purposes. Electrical workers operating a main switchboard controlling the entire distribution of power to an electric traction system or the entire power supply of a large terminal or of a large group of buildings. Not to include assistants.</td>
</tr>
<tr>
<td>F-Grade Operating car dumping motors.</td>
<td>Electrical workers who operate main hoist and dump motors of car dumping plants. Not to include assistants.</td>
</tr>
</tbody>
</table>

*Fully qualified mechanics' work.*
## GRADED WORK CLASSIFICATION

<table>
<thead>
<tr>
<th>Classification</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repairing third rail.</td>
<td>Electrical workers qualified to install third rail, third rail bonds, third rail insulators (including overhead rail), jumpers, switches and connection, and all other work assigned.</td>
</tr>
<tr>
<td>Inspecting electric headlights.</td>
<td>Electrical workers assigned to inspecting and testing of electric headlight equipment as applied to steam locomotives, cranes, shovels, etc., including the renewal of lamps, brushes, switches, connecting of wires, adjustment of governors, lubrication and all other work commonly known as running repairs.</td>
</tr>
<tr>
<td>G-Grade Trimming lamps.</td>
<td>Electrical workers assigned to adjust, trim and clean arc lamps and fixtures, or to adjust, change or clean incandescent lamps and fixtures so located as to require climbing of poles or substitute.</td>
</tr>
</tbody>
</table>
**APPENDIX "B"**

<table>
<thead>
<tr>
<th>GRADED WORK CLASSIFICATION</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating switchboard.</td>
<td>Electrical workers operating switchboards in small power plants or sub-stations, battery charging plants and any other switchboard requiring constant attention.</td>
</tr>
<tr>
<td>G-Grade Operators of winches and other car spotting machinery.</td>
<td>Electrical workers operating motors used for spotting cars on dumping plants and other car spotting machinery requiring constant attendance.</td>
</tr>
<tr>
<td>Operating traveling, gantry and overhead jib cranes.</td>
<td>Electrical workers operating overhead electrically-driven traveling and gantry cranes and competent to make running repairs of the apparatus.</td>
</tr>
<tr>
<td>Cable splicing.</td>
<td>Electrical workers qualified to splice cables with less than three conductors, commonly used for battery charging and similar uses.</td>
</tr>
<tr>
<td>Battery repairing.</td>
<td>Electrical workers qualified to remove, replace, clean, flush, connect, test and charge locomotive, car, car lighting, truck and automobile (ignition batteries excluded) storage batteries. Electrical workers assigned to</td>
</tr>
<tr>
<td>GRADED WORK CLASSIFICATION</td>
<td>EXPLANATION</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>replacing and adjusting axle generator belts and drives.</td>
<td></td>
</tr>
<tr>
<td>Bonding rails.</td>
<td>Electrical workers qualified to install rail bonds, impedance bonds and ground connection used in return circuit of electrical traction systems.</td>
</tr>
</tbody>
</table>
MEMORANDUM OF UNDERSTANDING
IN CONNECTION WITH THE
AGREEMENT EFFECTIVE JANUARY 1, 1983 BETWEEN
METRO-NORTH COMMUTER RAILROAD COMPANY AND
THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS

1. The schedule Agreements of the former component railroads and all amendments, supplements and appendices to these agreements (including so-called National Agreements, with the exceptions of those listed below) 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 Electrical Craft:


D. Article V of the Agreement of August 19, 1954, and memorandum of the same date providing for the establishment of a plan for group hospital, surgical and medical insurance and subsequent agreement provisions amending that plan.

2. The provisions of this Agreement shall apply to the extent Metro-North Commuter Railroad Company may be required by a State or other subsidy to operate certain lines of railroads not conveyed to the Metro-North Commuter Railroad Company.


4. The Classifications of Work for various shop crafts as agreed to on September 12, 1960, by the T.W.U., former System Federation 152 and the former Pennsylvania Railroad as well as paragraph 7 of the "Memorandum of Understanding in Connection with the Agreement of September 12, 1960 . . ." involving jurisdictional disputes and the so-called "Kendall letter" of December 20, 1960 remain in effect insofar as they apply to jurisdictional questions on the property of the former Pennsylvania Railroad.

5. (In connection with Rule 2-A-4)

The term "location" as used in Rule 2-A-4 means a complete facility, except as otherwise designated by the Director-Labor Relations.


7. Contracts without side concerns in effect as of the date of this Agreement which are in conflict with this Agreement may be continued but not renewed.
8. Pending resolution of the cross representation problem, this Agreement shall apply to Communication Department employees represented by the International Brotherhood of Electrical Workers except their rates of pay, basis of pay and seniority and other special rules shall remain unchanged.

9. Pending further negotiation, the rates of pay, basis of pay and seniority of employees in the Electric Traction Department represented by the International Brotherhood of Electrical Workers shall remain unchanged.
THIS AGREEMENT is entered into as of the 1st day of January, 1983, in accordance with Section 2, Eleventh of the Railway Labor Act, as amended, by and between METRO-NORTH COMMUTER RAILROAD COMPANY (hereinafter referred to as the "Company") and the employees of said Company of the classes represented by the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (hereinafter referred to as the "Organization").

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 Organization 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 the Organization 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 the Organization, will satisfy the requirements of Paragraph 1 hereof by acquiring membership in the Organization 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 the 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 the Organization 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 the Organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if 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 the Organization. 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 the Organization as provided for herein, or as having been denied membership in the Organization signatory hereto, unless the Company is advised to the contrary in writing by the Organization. The Organization 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 of the 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 Organization shall be responsible for filing notice with the Company concerning an employee who has failed to comply with the membership requirements of this Agreement, and unless notified to the contrary by the Organization, an employee will be considered by the Company as having fulfilled the requirements of this Agreement.

(b) The involved General Chairman of the Organization will furnish to the Director-Labor Relations involved written notice, in duplicate, showing the name, title, roster number, and seniority district of each employee who has failed to comply with the membership requirements of this Agreement.
12. (a) Within five (5) calendar days from the date the Director-Labor Relations receives notice provided for in Paragraph 11 (b), he shall transmit the General Chairman's notice to the employee named therein, and furnish to the General Chairman a copy of the transmittal letter.

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

(c) Fifteen (15) calendar days from the date the Director-Labor Relations mailed 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 Organization 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 Organization, 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 processes, 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 with 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 General Chairman, and the Organization 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 therefrom is taken as provided in Paragraph 13 (f) hereof. The General Chairman shall be furnished with a copy of the decision.

   (e) When the Director-Labor Relations' 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 him 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 Organization desires to dispute the decision of the Director-Labor Relations and so advises him, 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 Organization.

14. Employees whose services are terminated for non-compliance with the provisions of this Agreement will 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 be 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 non-compliance with any provision of this Agreement.

(b) In the event that seniority in the crafts or classes 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 or class without impairment of seniority rights and the Organization 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 Organization, 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 Organization.

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 Organization, 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 Organization 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 Organization 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 permitting to the Organization 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 Organization, and any complaints against the Company in connection therewith shall be handled by the respective Organization 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 and working conditions agreement between the parties hereto is terminated, and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until the employee shall execute a revocation
form within fifteen (15) days after the end of any such year. Revocations of assignments shall be in writing and on the form specified in Attachment "C" hereto. Attachment A, B, and C shall be reproduced and furnished as necessary by the Organization without cost to the Company. The Organization shall assume the full responsibility for the procurement of the execution of the 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 in behalf of any employee; and no part of this or any other agreement between the Company and the Organization shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication of, or non-compliance with, any part of this Agreement.

9. The Organization 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 be effective as of 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 16th day of May 1983.

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

/s/Peter A. Puglia
General Chairman

METRO-NORTH COMMUTER
RAILROAD COMPANY

/s/Peter Stangl
President
MEMORANDUM OF AGREEMENT BETWEEN
METRO-NORTH
AND SYSTEM COUNCIL #7
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

In accordance with the provisions of the voluntary payroll Deduction and Political Contributions Agreement signed June 21, 1979 between carriers represented by the National Railway Labor Conference and the employees of said carriers represented by the International Brotherhood of Electrical Workers, International Brotherhood of Boiler Makers, Iron Ship Builders, Blacksmiths, Forgers and Helpers; Brotherhood Railway Carmen of the United States and Canada, and International Brotherhood of Firemen and Oilers, operating through the Railway Employees Department, AFL-CIO, the parties hereby amend the Dues Deduction Agreement with the International Brotherhood of Electrical Workers effective January 1, 1983, as amended, to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following terms and basis:

1. (a) Subject to the terms and conditions hereafter set forth, the Carrier will deduct from the wages the employees' voluntary political contributions upon their written authorization in the form [individual authorization form] agreed upon by the parties hereto, copy of which is attached, designated "Attachment A" and made a part hereof. This form will be furnished in the same size and format as the current dues deduction form.

(b) Voluntary political contributions will be made monthly from the compensation of employees who have executed a written authorization providing for such deductions. The first such deduction will be made in the month following the month in which the authorization is received. Such
METRO-NORTH/IBEW CBA

authorization will remain in effect for a minimum of twelve (12) months and thereafter until cancelled by thirty (30) days advance written notice from the employee to the Brotherhood and the Carrier. Changes in the amount to be deducted will be limited to one change in each 12-month period.

2. The General Chairman or his designated representative shall furnish the Carrier, with copy to appropriate units of the Brotherhood, an initial statement by lodges, in alphabetical order and certified by him, showing the amounts of deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover, and payroll deductions on such amounts will commence in the month immediately following. Subsequent monthly deductions will be based on the initial statements plus a monthly statement showing additions and/or deletions furnished in the same manner as the initial statement required herein above.

3. Monthly voluntary political contribution deductions will be made from wages at the same time that membership dues are deducted from the employee's paycheck. Deductions authorization must be for flat amounts in dollars and cents.

4. Concurrent with making remittance to the organization of monthly membership dues, the Carrier will make separate remittance of voluntary political contributions to the Secretary-Treasurer of the International Brotherhood of Electrical Workers Committee on Political Education (IBEW-COPE) together with a list prepared in accordance with the requirements of the Dues Deduction Agreement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.

5. Section D of the Agreement effective January 1, 1983 relating to Dues Deduction is hereby amended to provide that deduction of employees' voluntary political contributions will immediately follow the priority position of union dues deductions.
6. The requirements of this agreement shall not be effective with respect to any individual employee until the employer has been furnished with a written authorization of assignment of wages of such monthly voluntary political contributions.
Article 1.

(a) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

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

Article 8.

The vacation provided for in this Agreement shall considered to have been earned when the employee has qualified under Article 1 hereof. If an employee’s employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough, he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year.
or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.
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 Organization's covered by the Metro-North Health and Insurance Program, whichever is later. The measures shall include:

- Pre-admission Certification
- Case Management Review
- Week-end Admissions
- Mandatory, Focused Second Opinion Surgery
- Outpatient Surgery Programs
- Direct Mail Prescription Drugs
- Health Maintenance Organizations
- Dental Preferred Provider Organizations (PPO)
- Alcohol/Substance Abuse Plan

The final definition of the substance of each of these measures shall be subject to agreement by the parties.
METRO-NORTH COMMUTER RAILROAD
DEFINED CONTRIBUTION PENSION PLAN
FOR AGREEMENT EMPLOYEES

EFFECTIVE DATE: On or about April 1, 1988

ELIGIBILITY: All Metro-North employees covered under the Collective Bargaining Agreements between Metro-North and the Coalition.

CONTRIBUTIONS: 1. Metro-North will make contributions equal to three percent (3%) of each eligible employee's annual gross wage. The appropriate wage period shall commence January 1, 1988.

2. Effective April 1, 1988, Metro-North will make lump sum contributions equal to $5.00 for each month of prior service rendered with Metro-North or its predecessors based on the following scale:

<table>
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<tr>
<th>Years of Recognition</th>
<th>Recognition per Year of Service</th>
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<tr>
<td>30 or more @ 30%</td>
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<td>10 thru 19 @ 50%</td>
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<tr>
<td>1 thru 9 @ 25%</td>
<td>@ 25% of $90.00</td>
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The Carrier shall make the appropriate contributions on a quarterly calendar basis.
VESTING: Employees will be 100% vested in the supplemental pension plan upon completion of five (5) years of service. Past service with Metro-North will count towards the vesting requirement.

NORMAL RETIREMENT AGE: The normal retirement age under the plan will be age 62. Early retirement will be permitted after either:

a) attainment of age 60 if the employee has 15 years of future service

or

b) attainment of age 55 if the employee has 30 years of future service.

WITHDRAWALS: After the applicable vesting requirements have been met, the funds contributed by Metro-North will only be distributed to participants in the plan upon retirement.

At retirement, participants will receive their account balance as a Life Annuity and benefits will be paid monthly for the rest of the participant's life. If the participant is married when he/she retires, he/she will receive benefits from the plan as a Joint and 50% annuity, unless the participant indicates otherwise.

In the event an employee dies prior to retirement, his/her beneficiary will receive the employee's entire account balance (the Carrier's contributions plus
In the event an employee dies after retirement, his/her benefits will be paid in accordance with the form selected at retirement.

INVESTMENT ACCOUNTS: Each participant in the Metro-North Supplemental Pension Plan will have an account established consisting of employer contributions and voluntary employee contributions if so desired.

Voluntary employee contributions shall be made on a percentage or fixed dollar amount basis not to exceed the Carrier's annual contribution for said employee. It is understood that such voluntary employee contributions shall be made on an after-tax basis.

Participants in the plan will be given a choice of several investment funds and will direct how contributions to his/her individual account will be invested in these funds.

Participants will have the opportunity to invest their account balances in any of the funds that are offered and will also be permitted to allocate their account balances in 25% increments between the investment funds. Transfers between investment funds and changes in investment allocation will be permitted on a quarterly basis.
Each calendar quarter, participants will receive plan statements reflecting the value of the account balance at the beginning of the quarter, new contributions made to the account, investment earnings and the total current account balance.

The plan will be administered by a Board of Managers selected by the MTA Board of Directors. There will be a joint board consisting of an equal number of management and union representatives to resolve disputes regarding benefit eligibility of and payment to union members.

The selected Board of Managers will have responsibility for selecting the trustee under the plan and the investment vehicles in which contributions under the plan may be invested.

PER account fees charged by the fund in which account assets are invested, if any, will be charged to the account of the participant involved.

All other regular administrative fees, such as fees for legal counsel and accounting services, will be borne by the Carrier.

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
EMPLOYEE DEDUCTION AUTHORIZATION
UNION DUES
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METRO-NORTH RAILROAD
COMPANY AND THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS

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<tr>
<th>NAME (Last Name, First Name, Middle Initial)</th>
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<tr>
<th>Work Location</th>
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<tr>
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DIRECTOR-PAYROLL OPERATIONS,
METRO-NORTH RAILROAD COMPANY

Effective in the next calendar month, I hereby revoke the wage assignment authorization now in effect assigning to the International Brotherhood of Electrical Workers, that part of my wages necessary to pay initiation fees, periodic dues and assessments, and I hereby cancel the authorization.

<table>
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<tr>
<th>Date</th>
<th>Signature</th>
<th>Local Number</th>
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JANUARY 1, 1995 – DECEMBER 31, 1998
AGREEMENT

BETWEEN

METRO-NORTH RAILROAD

AND

EMPLOYEES IN THE
ELECTRIC TRACTION
DEPARTMENT

REPRESENTED BY THE

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

EFFECTIVE: JANUARY 1, 1995 - DECEMBER 31, 1998
# IBEW - ELECTRIC TRACTION DEPARTMENT
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### IBEW - ELECTRIC TRACTION DEPARTMENT

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PREAMBLE

The welfare of 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.

DEFINITIONS:

A. The Electric Traction Department will contain the following classes:

1. Mechanic
2. Helper
3. Apprentice

B. The term "union representative" refers to an individual certified by the International Brotherhood of Electrical Workers.

CONTRACTING OUT

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 workforce.

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.

RULE NO. 1--EMPLOYMENT

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 fifty (150) calendar 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 other than qualified journeymen will be established in accordance with the following schedule:

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

A wage progression for qualified journeymen hired after January 1, 1983 will be established in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Length of Employment</th>
<th>Percent of Applicable Wage/Salary Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>80%</td>
</tr>
<tr>
<td>2nd year</td>
<td>90%</td>
</tr>
<tr>
<td>3rd year</td>
<td>100%</td>
</tr>
</tbody>
</table>

The criteria used for determining the pay status of "Journeymen" shall be those set forth in Letter #9 of the Appendix.

Furloughed Conrail employees who transfer to Metro-North under the terms of the Implementing Agreement dated July 27, 1982 shall not be subject to either of the wage progressions above 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 one (1) of the two (2) wage progressions set forth above, but shall receive credit for the period of time worked for Conrail.

RULE NO. 2--SELECTION OF POSITIONS

2-A-1. (a) When new positions are created or vacancies occur, the senior employees in the seniority district in which the position is advertised 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.

(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 (if numbered), location, prior seniority district, 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 therefor, will be posted on bulletin boards on which the advertisement appeared and the interested local committee will be furnished a copy.
(c) 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 Rule 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.

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

(e) An employee transferring 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.

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

(g) Except as provided in Rule 3-C-1, an employee working in the craft covered by this Agreement who acquires seniority in any other craft shall forfeit seniority covered by this Agreement.

(h) 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.

(i) An employee shall be considered as furloughed when unable to obtain any position headquartered within the present electrified territory.

2-A-2. (a) Effective January 1, 1990, the twelve (12) month period shall commence on January 1 and terminate on December 31 of each calendar year. If an employee awarded a bid position is subsequently disqualified from that position, such award shall not be counted as one of the two (2) bids. 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.

(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 Rule 3-B-2. 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. An employee so disqualified will be advised of the reasons.

3. Other employees displaced in the application of this Rule may exercise seniority in accordance with Rule 3-B-2.

2-A-4. Day-to-day vacancies (including vacation vacancies not filled by vacation relief employees) or in advertised positions temporarily vacant pending award, if filled, may be filled by agreement between the General Foreman and the union representative; otherwise the available junior, qualified employee at that location and on that roster will be assigned.

RULE 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 training, the seniority of apprentices retained in the service will be carried to and shown on the roster in the seniority district where first employed as apprentices, and their seniority standing as mechanics will date from the first day employed as apprentices; except apprentices in service on the effective date of this Agreement.
shall not be granted a seniority date earlier than they would have obtained under their prior railroad agreement.

(b) Seniority of helpers will date from the first day employed as helpers, provided that they qualify on such positions.

(c) Employees entering the mechanic's class without seniority as helper shall acquire like seniority in the helper class.

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

(e) 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 in the class from which promoted.

3-B-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.

(c) When operations are restored after emergencies all employees will report to pre-emergency positions at the start of the first shift thereafter.

3-B-2. (a) Subject to the provisions of paragraph (c), employees whose positions are abolished shall, within five (5) working days after being notified that their positions are abolished, exercise their seniority.

Subject to the provisions of paragraph (c), other employees affected by such exercise of seniority shall, within five (5) working days after being notified that they will be displaced, advise the Company of the manner in which they intend to exercise their seniority. Upon being displaced, an employee must exercise seniority in the manner indicated.

(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 shall, subject to paragraph (c), within five (5) working days after reporting for duty, exercise seniority. If the employee's position has been filled or abolished during his absence, he shall be afforded a day's pay on the date of his return to duty and on such day may be used to perform any work covered by this Agreement without penalty.

(c) Employees failing to exercise seniority within the present electrified territory will forfeit seniority.

(d) Employees unable to exercise seniority under paragraph (c) of this Rule and who elect not to exercise other seniority shall be furloughed.
3-B-3. When conditions develop so that an employee cannot satisfactorily perform the assigned work, he will be permitted to exercise seniority under Rule 3-B-2, 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-B-4. 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 fifteen (15) calendar days after a Certified U.S. Mail notice is mailed to the last recorded address, will forfeit all seniority, unless they present sufficient proof that circumstances beyond their control prevented such return.

3-B-5. (a) Subject to agreement, in writing, between the proper official of the Company and the 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 rule 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 advertised 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) Employees displaced in the application of this Rule may exercise seniority in accordance with Rule 3-B-2.

3-C-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 members in good standing with the Organization. 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 30-day period, the employees involved remit all monies due the union.

(b) Supervisory employees who return may, within five (5) working days, exercise seniority over any junior employee in their craft in the district in which they hold seniority. Other employees displaced as a result thereof may exercise seniority in accordance with the provisions of Rule 3-B-2.

3-C-2. In the restoration of forces seniority will govern in accordance with Rules 3-A-1 and 3-B-1, employees to take the rate of position to which assigned.

3-D-1. Seniority rosters shall be prepared for each class, showing the names, seniority dates, and relative standing of all employees in each seniority district.
3-D-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 roster is posted, this time limit shall apply from the date 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 and the interested General Chairman.

3-D-3. No change in seniority standing of any employee shall be made on the part of the Company without conference and agreement with the interested General Chairman or his designated representative. 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.

RULE NO. 4–TIME ALLOWANCES

4-A-1. Eight (8) consecutive hours’ work, (ten (10) hours for four (4) day gangs and twelve (12) hours on Saturday and Sunday for Weekend Gangs where applicable and/or mutually agreed, exclusive of the meal period, shall constitute a day.

4-B-1. (a) Time worked by an employee in excess of eight (8) hours in any 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 24-hour period.
(b) Except as provided in Rule 5, a relief employee who performs relief work in two (2) or more positions within a 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) Time worked in excess of forty (40) straight time hours in any 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 assignment to another, or where days off are being accumulated in accordance with the provisions of Rule 5-A-1 (i)(3).

Employees worked more than five (5) days in a work week shall be paid overtime rate for work on the sixth and seventh days of their work weeks, except where such work is performed by an employee moving from one assignment to another, or where days off are being accumulated under the provisions of Rule 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-B-2. (a) Work performed on the following legal holidays, namely:

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<tr>
<td>New Year's Day</td>
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<td>Memorial Day</td>
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<td>Fourth of July</td>
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<td>Labor Day</td>
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<td>Thanksgiving Day</td>
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<td>Christmas Eve</td>
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or the day observed will be paid for at the overtime rate with a minimum of three (3) hours. (Christmas Eve will be the day before Christmas is observed and New Year's Eve will be the day before New Year's Day is observed.)

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

(b) Work performed by an employee on his assigned rest day, or days, shall be paid for at the overtime rate subject to Rule 4-B-1 and 4-E-1, except that service 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 on the first rest day of his work week, except that emergency work paid for under the call rules will not be counted as qualifying service under this paragraph nor will it be paid for under the provisions hereof.

(c) 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.

(d) 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 clear pattern of absenteeism on regular workdays shall not be entitled to share in the work distributed.

   (e) An employee will be prohibited from working on his rest days unless he has worked all the hours of his assignment in that work week.

   (f) In the assignment of employees to work on holidays on which they are not scheduled to work, the provisions of Rule 5-E-1(b) will apply.

4-B-3. (a) Subject to the qualifying requirements applicable to regularly assigned employees contained in paragraph (b) 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 Rule 4-B-2.

   Subject to the applicable qualifying requirements in paragraph (b) hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof, provided (1) compensation for service paid him by the Company is credited to eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday and (2) he has had a seniority date for at least sixty (60) calendar days or has sixty (60) calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with the union shop agreement, or disapproval of application for employment.
(b) A regularly assigned employee shall qualify for the holiday pay provided in paragraph (a) 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 marks off several minutes (up to a total of sixty minutes) for a legitimate reason on the day before or the day after a 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 full 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 as defined in Rule 4-C-1 occurring within three (3) work days of the day of such absence.

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

(i) Compensation for service paid by the Company is credited; or

(ii) Such employee is available for service.

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

(c) When any of the holidays enumerated in Rule 4-B-2, 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 Rule 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.

(d) Special qualifying provisions for employees qualifying for both the Christmas Eve and Christmas 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.
(e) Under no circumstances would 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.

(f) In addition to the legal holidays enumerated above, each regularly assigned employee shall be entitled to one 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 a 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 personal holiday will be paid for at the regular rate of the employee's position. It shall be forfeited if not taken during each calendar year. The Company shall have the option to fill or not fill the position of an employee who is absent on a personal holiday. If the vacant position is filled, the rules of this 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.

4-C-1. Bereavement leave, not in excess of three (3) consecutive work days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, grandparent, child, grandchild or stepchild, spouse or spouse's parent. 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-D-1. For service continuous with and after bulletined hours employees shall be paid the overtime rate.
4-D-2. For service continuous with and before bulletined hours, employees shall be paid at the overtime rate with a minimum of one (1) hour.

4-E-1. Employees called, who report for work, shall be paid not less than three (3) hours as provided in Rule 4-B-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 Rule 5-B-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 therefor.

(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 Rule 4-B-1 (b) employees so changed will, if required to work more than their bulletined hours in any 24-hour period, be paid at the time and one-half rate.

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

4-H-1. (a) 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, at straight time and overtime rates in accordance with Rule 4-B-1.

(b) If during the time on the road 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 section (a) of this Rule.

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

(d) When meals and lodging are not provided actual reasonable expenses shall be allowed.
(e) No payments will be allowed to an employee for "travel time" to or from work locations included in his relief assignment and within the Metro-North seniority district.

4-I-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-I-2. When an employee is assigned temporarily for part of his assigned tour of duty to perform work (not covered by Rule 4-I-1) 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-J-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-K-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.

4-L-1. 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 service on 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 on 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 paid not less than three (3) hours at the time and one-half rate.

(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 so 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 so 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 Rule 3-B-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 Rule 4-B-1.

4-O-1. Employees will check out on Company time.

4-P-1. (a) A claim or grievance must be presented in writing by an employee or on his behalf by his union representative to the employee's General Foreman or other designated official and the Assistant Director-Labor Relations within thirty (30) days from the date of the occurrence on which the claim is based. The General Foreman shall, within thirty (30) days from the date same is filed, notify, in writing whoever filed the claim or grievance (the employee or his representative) whether the claim or grievance was allowed or disallowed. If not so notified within the specified time limits with a reason for the disallowance, the claim or grievance shall automatically be considered as having been listed with the Assistant Director-Labor Relations and the Company shall pay a two (2) hour penalty payment.
(b) A claim or grievance denied in accordance with paragraph (a) shall be considered closed unless it is listed for discussion with the Assistant Director-Labor Relations by the employee or his union representative within thirty (30) days after the date it was denied. A claim or grievance listed ten (10) days prior to the date of a scheduled monthly meeting with the Local Committee will be discussed at such meeting. When a claim or grievance is not allowed, the Assistant Director-Labor Relations will so notify, in writing, whoever listed the claim or grievance (the employee or his representative) with the reason for disallowing it within thirty (30) days after the date the claim or grievance was discussed. When no such notice is provided, the claim will be allowed.

(c) A claim or grievance denied in accordance with paragraph (b) will be considered closed unless within thirty (30) days from the date that the claim or grievance is denied, the grievance or claim is appealed to the Director of Labor Relations. A meeting to discuss grievances appealed in this fashion will be docketed for a conference to be held within thirty (30) days of the date of the receipt of the Organization's appeal. The Director shall respond to the appeal within thirty (30) days of the date of the conference, and if the claim or grievance is denied, notification shall be given in writing with reason for such denial. Otherwise, the claim or grievance will be allowed.

(d) The Organization will have sixty (60) days from the date of the Director's response to commence arbitration proceedings before a Special Board of Adjustment or the National Railroad Adjustment Board. If the employee chooses to pursue the claim without representation from the Organization, the employee must commence progressing the case to the National Railroad Adjustment Board within sixty (60) days of the Director's response. If no proceedings are initiated, the case will be considered closed.

(e) The time limits specified in paragraphs (b) and (c) may be extended by agreement in any particular case. When
the U.S. Mail is used, the postmark will govern in determining compliance with the various time limits.

(f) A claim may be filed at any time for an alleged continuing violation and all rights of the claimant(s) involved shall be protected by the filing of one claim or grievance based thereon so long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than thirty (30) days prior to the filing thereof.

(g) When a claim or grievance for compensation is allowed, the employee and his union representative shall be advised, in writing, of the amount and payroll involved.

(h) In addition to claims and grievances, other matters may be handled at the monthly meetings with the Director-Labor Relations.

4-Q-1. Metro-North and the IBEW 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 the IBEW at that time and every two (2) years thereafter. The Impartial Arbitrator will be compensated by the National Mediation Board, unless and until such funding is no longer available. If the office of Impartial Arbitrator should become vacant, the parties will designate a new Arbitrator as soon as practicable.

RULE 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 Rule, 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. Workweeks of four (4) ten (10) hour days can be established by mutual agreement with the Organization. Night and weekend gangs in the Maintenance of Way Department may be established on regularly scheduled shifts to support Maintenance of Way Track Department gang work. These shifts shall consist of eight (8) hours on Friday, twelve (12) hours on Saturday and Sunday and eight (8) hours on Monday for weekend gangs. Night shifts shall have the regular working hours of 9:00 p.m. to 5:30 a.m. Employees assigned to these gangs shall receive the same ten percent (10%) or five percent (5%) differential received by other Metro-North employees on those shifts. Employees working in the Power Department on nights or weekends prior to the creation of gangs supporting the Track Department but who are not assigned to these gangs shall be "grandfathered" and will receive the same differential. This differential will not apply to employees working in the C&S and the Mechanical Departments.

(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 Rule 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 assignment covered by paragraphs (e), (f) and (g) of this Rule, the following procedures shall be used:

1. All possible regular relief assignments shall be established pursuant to paragraph (g) of this Rule.

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 non-consecutive rest days.

6. If, after all the foregoing has been done, there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) non-consecutive days off.

7. The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.

8. If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the 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-B-1. (a) 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 start times set forth above.

Mechanics in weekend and night gangs in the Electric Traction Department working in support of the Maintenance of Way Track gangs shall receive a ten percent (10%) differential. However, mechanics that work on only one (1) regularly scheduled weekend day shall receive a five percent (5%) differential.

When requirements of the service necessitate, lapped shifts may be established but shall not be so resorted to when other equally economical arrangements can be made.

(b) Mechanics in weekend and night gangs in the Electric Traction Department working in support of the Maintenance of Way Track gangs shall receive a ten percent (10%) differential. However, mechanics that work on only one (1) regularly scheduled weekend day shall receive a five percent (5%) differential.

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. All employees will be afforded an opportunity to work eight (8) hours and, if required by the Company, will complete their assignments as adjusted pursuant to the 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 Rule 5-D-1 shall be necessary when the normal starting times are varied from as indicated in Rule 5-B-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) Records will be kept of overtime worked and men called, with the purpose in view of distributing the overtime equally among the employees in so far as their qualifications will permit subject to agreement between the local officer and the local union representative.

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 mechanics' work.

5-G-1. Apprentice shall be paid in accordance with the Rate Schedule - Appendix "A".

5-G-2. An apprentice, upon completion of his training, shall receive the rate of the position which he occupies as the result of an award or of exercise of his seniority.

5-G-3. Apprentices shall be instructed in the various branches of their trade and shall perform any work done in their
trade and such other work as may be beneficial to their training in accordance with a schedule to be established by the Company after conference with the General Chairman.

5-H-1. Helper's 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.

RULE NO. 6--DISCIPLINE

6-A-1. (a) Except as provided in Rule 1-A-1, employees 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 only if their retention in service could be detrimental to themselves, another person or the Company.

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 may, if he so desires, 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.

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. An employee who is removed from service shall be given such notice within seven (7) 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 of for more than thirty (30) calendar days.
(c) Within seven (7) calendar days from receipt of notice of the 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.

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.

(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-5.

(e) 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. Actual pertinent witnesses to the offense will be requested to attend the trial by the Company. The 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.

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 he has been 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, 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. When the discipline imposed is suspension, the request for a hearing 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. At hearing on appeal, an employee may, if he desires to be represented at such hearing, be accompanied by his union representative. A decision on the appeal shall be rendered within thirty (30) calendar days of the date of the hearing.

(c) The decision of the highest appeals officer shall be final and binding unless within sixty (60) calendar days of receipt of said decision a written request for arbitration is submitted to the Impartial Arbitrator or the National Railroad Adjustment Board. If the employee chooses to progress the decision without union representation, a written request for arbitration must be submitted to the National Railroad Adjustment Board within sixty (60) days of said decision. 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, or, if they cannot agree, at a time and place determined by the arbitrator upon at least five (5) calendar days notice to 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 or the National Railroad Adjustment Board shall be final and binding on both parties to the dispute.
(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 and insurance, vacation and other benefits lost.

(g) If discipline assessed is a reprimand and an employee maintains an unblemished record, including warnings, from the date of the G-32 (Notice of Discipline) for a one (1) year period, then the discipline 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, including warnings, for a two (2) year period from the date of the G-32 (Notice of Discipline), then the discipline will be removed from his/her record.

RULE NO. 7--APPEALS

7-A-1. In the application of Rule 6, an employee's union representative may attend the proceedings held, even though the employee may not desire to be represented.

7-A-2. When it is considered that an injustice has been done with respect to any matter other than discipline, the employee affected or the union representative, as that term is defined in this Agreement, may, on his behalf, within ten (10) calendar days present the case, in writing, to the employee's General Foreman. If the decision of his General Foreman, which shall be in writing, is unsatisfactory, such decision may then be handled by the union representative with the Director-Labor Relations.

RULE NO. 8--MISCELLANEOUS

8-A-1. (a) A place shall be provided where Company notices shall be posted in all shops under lock and key.
(b) A place shall be provided where union representatives may post notices of interest to the employees in all shops under lock and key.

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

8-B-1. (a) Employees injured while at work will not be required to make accident reports before they are given medical attention, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment.

(b) Employees relieved from duty due to an on duty injury while at work will be paid for the full day.

8-B-2. First-aid kits shall be available on the premises. Said first-aid kits shall be kept in proper condition and inspected weekly.

8-B-3. Notice shall be posted showing location of first aid equipment and the location and phone number of hospitals and ambulance service.

8-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.

8-D-1. Employees shall be paid off weekly during their regular working hours, except where existing State laws require a more frequent paying off condition. Should the regular payday fall on one (1) of the holidays specified in Rule 4-B-2, or on days when the shops are closed down, men shall be paid on the preceding day.
8-D-2. Where there is a shortage equivalent to one (1) day's pay or more in the pay of an employee a check shall be issued upon request to cover the shortage.

8-D-3. Employees leaving the service of the Company shall be furnished with a time voucher covering all time due.

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

8-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 floors, lockers, toilets, washrooms and lunchrooms, in good repair and in a clean, dry and sanitary condition.

8-F-1. 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.

8-G-1. 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.

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

8-H-1. (a) The parties to this Agreement pledge to comply with Federal and State Laws dealing with nondiscrimination 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, lay-off or termination.

The parties to this Agreement pledge to comply with all safety and health requirements in accordance with State and Federal Laws.

(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.

Local union representatives shall not be required to lose time from their regular assignment when representing employees covered by this Agreement at trials or investigations or for attending local conferences or scheduled monthly meetings with the Director-Labor Relations.

The foregoing shall not apply to more than two (2) union representatives at any one trial, investigation or conference. The foregoing shall not apply to more than one (1) committeeman for each local for attending scheduled monthly meetings with the Director-Labor Relations, except two (2) committeemen shall be so paid when only one (1) local is represented.

8-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) Employees of the Company who become full-time duly accredited representatives of employees of the Company or are employed exclusively by the union shall be considered on leave of absence until thirty (30) days after release from such employment.

(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.

8-I-2. An employee unable to report for work or detained from work for any cause must notify his shop or work location as soon as possible.

8-J-1. (a) Employees in service covered by this Agreement shall not be required to submit to periodical physical examinations unless required by State or Federal Law. Such examinations shall be given during employee's tour of duty when practicable to do so, without loss of compensation to the employee.
(b) Examinations required of an employee returning from furlough, sickness, disability or from a leave of absence, need not be given during the employee's regular tour of duty.

8-K-1. When an employee has been disqualified from his position on account of his physical condition and the employee 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 General Chairman shall bring the case to the attention of the Director-Labor Relations. The Director-Labor Relations and the employee 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 employee.

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 employee may at a later time begin proceedings for further examination 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 employee 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 employee. The Company and the employee shall each pay one-half of the fee and traveling expenses of the third appointee.

8-L-1. Employees covered by this Agreement and their dependents shall be given the same consideration in the granting of rail transportation as is granted other employees holding comparable positions in conformity with policies and regulations in effect governing the granting of rail transportation. Union representatives will be given the same consideration.

8-M-1. (a) Employees will be paid at the straight time rate of pay for time attending related training sessions held during or outside of regular work hours.

(b) In connection with classroom instruction, the Company will arrange and pay for lodging facilities, where necessary, that will be of adequate quality and with the assignment of not more than two (2) employees to a room beginning on the night before the training classes begin, continuing throughout the time classes are in session. Employees who will not occupy such lodging facilities and employees who will not attend scheduled classroom sessions must notify the designated instructor in advance.

(c) Transportation between the Company arranged place of lodging and the classroom facility will be made available by the Company.

(d) The Company will arrange for transportation and will reimburse the employees for reasonable meal expenses for travel from their headquarters to the lodging at the classroom training location and return. If transportation is not provided by the Company and his personal transportation is authorized and

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used, mileage will be allowed for one (1) round-trip between the employee's regular headquarters and the lodging facility at the classroom training location at the established mileage rate.

(e) Participants in the classroom training sessions staying in the lodging facilities provided by the Company will have all meals provided from the first day of the session up to the dinner meal on the last day of the session. This does not apply to classroom training sessions at home point.

8-N. There will be an annual cleaners/tool allowance for employees who are either responsible for providing their own tools or whose position primarily entails cleaning duties to be established as follows:

   Effective January 1996, to be paid during the same payroll period as the shoe allowance - $50.00 per year.

   Effective January 1997, to be paid during the same payroll period as the shoe allowance - $100.00 per year.

   Effective January 1998, to be paid during the same payroll period as the shoe allowance - $150.00 per year.

8-O. Provide to all employees who are required by Metro-North to wear safety shoes an annual allowance of $50.00.

8-P. Payments made under 8-N and 8-O described above will be made in the month of February, each year.

RULE NO. 9—VACATIONS

9-A-1. The "National" Vacation Agreement of December 17, 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. Effective with
vacation accrual for 1997, but not to be available for use until the 1998 vacation year, vacation shall be changed as follows:

(a) Each employee who renders compensated service with Metro-North on one hundred and twenty (120) days during the preceding calendar year shall be granted an annual vacation of five work days with pay or pay in lieu thereof.

(b) Each employee who has two (2) or more years of continuous service not necessarily consecutive and who during such period of continuous service with Metro-North renders compensated service on one hundred and ten (110) days in each calendar year shall be granted an annual vacation of ten (10) work days with pay or pay in lieu thereof. This entitlement shall include compensated service at predecessor railroads.

(c) Each employee who has seven (7) or more years of continuous service not necessarily consecutive and who during such period of continuous service renders compensated service on one hundred and ten (110) days for seven (7) years or more of service shall be granted fifteen (15) vacation days with pay, or pay in lieu thereof. An employee with nine or more years of continuous service must render compensated service on one hundred (100) days to receive vacation. This entitlement shall include compensated service at predecessor railroads.

(d) Each employee who has fourteen (14) or more years of continuous service not necessarily consecutive and who during such period of continuous service renders compensated service on one hundred (100) days for fourteen (14) years of service shall be granted twenty (20) vacation days with pay, or pay in lieu thereof. This entitlement shall include compensated service at predecessor railroads.

(e) Each employee who has nineteen (19) or more years of continuous service not necessarily consecutive with Metro-North and who, during such period of continuous service, renders compensated service on one hundred (100) days for nineteen (19) years of service shall be granted twenty-five (25)
vacation days with pay, or pay in lieu thereof. This entitlement shall include compensated service at predecessor railroads.

9-A-2. Effective with 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:

<table>
<thead>
<tr>
<th>Years Qualified Service</th>
<th>Vacation Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>1 day per calendar month</td>
</tr>
<tr>
<td></td>
<td>not to exceed 10 days</td>
</tr>
<tr>
<td>1 year but less than 5 years</td>
<td>10 days</td>
</tr>
<tr>
<td>5 years but less than 10 years</td>
<td>15 days</td>
</tr>
<tr>
<td>10 years but less than 15 years</td>
<td>20 days</td>
</tr>
<tr>
<td>15 years and over</td>
<td>25 days</td>
</tr>
</tbody>
</table>

The formula of continuous years times compensated work days used for the service calculations remains intact for this new vacation schedule.

9-A-3. Except as amended in this Rule, all other provisions of the National Vacation Agreement of 1941, as amended and agreed upon interpretations apply, including days of compensated service and qualifying days continue in force.

9-B-1. (a) Single Day Vacation

IBEW Employees may liquidate vacation in one (1) day increments up to a maximum of five (5) days per calendar year as follows:

(b) 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.

(c) When scheduling a single day vacation, IBEW 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.

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

(e) Single day vacations will be granted on a first come, first serve basis by headquarters 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 IBEW employee will not be permitted to work that day unless directed to do so by the Carrier.

RULE NO. 10--PERSONAL LEAVE

10-A. Effective January 1, 1996, in addition to Personal Leave entitlement in the Mediation Agreement dated December 11, 1981, employees who have met the qualifying vacation requirements during twenty-five (25) calendar years shall be entitled to three (3) days of personal leave.

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

10-B. Effective January 1, 1998, the new Personal Leave Day schedule will be as follows:

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

(2) 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.
(3) 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.

(4) 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.

(5) An employee with thirty (30) years or more of continuous service shall be entitled to one (1) additional paid birthday (choice) day off, on forty-eight (48) hours notice and consistent with needs of service.

10-C. An employee having reached an anniversary date during a particular calendar year will be considered as having reached such anniversary date as of January 1st of that year.

10-D. 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.

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

10-F. 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 vacated position among other employees covered by this Agreement.
RULE NO. 11--APPROVED LEAVE

11-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

11-B-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 (90%) percent 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.

(d) New hires who commence service in the course of a year will be granted one (1) sick day per month worked during that calendar year commencing on the date of hire. If service commences after the 15th of a given month, no credit will be received for that month. In defining a month of service for subsequent months, the same calculation that is used by the Railroad Retirement Board for credited service months will apply.
11-C-1. Sick Leave Reimbursement Plan - 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.

11-D-1. (a) Sick Leave Verification - 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 or counseling for unsatisfactory attendance.

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.

11-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.
An employee who is sick on a holiday will receive holiday pay, not sick pay.

11-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.

11-G-1. (a) 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 will 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. Employees will not be precluded from filing for benefits from the Railroad Retirement Board at any time during their sick leave.

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

RULE NO. 12--Health and Welfare

12-A-1. On the Job Injury Medical Payments - Metro-North will have the right to offset health and welfare benefits paid against any right of recovery an employee injured on duty may have against Metro-North.

12-B-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.

12-B-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.

12-C-1.  (a) Employees will not be required to make contributions towards premiums for the basic Empire Plan.

(b) Should the Empire Plan benefit levels or coverage substantially change in the future, either Metro-North or the unions may re-open negotiations on the impact of that change. If the parties cannot mutually agree to resolve the dispute within ninety (90) days, the issue of the mitigation of the impact of the substantial change will be submitted to binding arbitration.

12-C-2. As a supplement to the Empire Plan, Constitution Health Care/HMO (Physicians Health Service) will be made available to Metro-North employees who reside in Connecticut for 1995 enrollment. As with all HMO’s, employees will be obligated to pay the difference in cost between Constitution Health Care/HMO (Physician's Health Service) and the basic Empire Plan cost for 1995, which for Constitution Health Care/HMO (Physician's Health Service) is not projected as between $65.00 and $75.00. In subsequent years, employee contributions towards enrollment in Constitution Health Care/HMO will not increase by more that five percent (5%) annually.

12-D-1. Life Insurance

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

12-E-1. (a) 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.

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

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

(d) 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.

12-E-2. The Company will offer an optional 401K Program for 1997 subject to legal and administrative review.

RULE NO. 13--WAGES

13-A-1. Effective January 1, 1995, all rates of pay irrespective of the method of payment (hourly, daily, etc.), in effect on December 31, 1994 shall be increased by two (2) percent.

13-B-1. Effective January 1, 1996, all rates of pay irrespective of the method of payment (hourly, daily, etc.), in effect on December 31, 1995 shall be increased by two and one half (2½) percent.

13-C-1. Effective January 1, 1997, all rates of pay irrespective of the method of payment (hourly, daily, etc.), in effect on December 31, 1996 shall be increased by three and one half (3½) percent.

13-D-1. Effective January 1, 1998, all rates of pay irrespective of the method of payment (hourly, daily, etc.), in effect on December 31, 1997 shall be increased by two (2) percent.
13-E-1. Eligibility for Wage Increases - Retroactive wage payments shall be granted only to current employees for service performed since January 1, 1995 and on a pro-rated basis for employees who during 1995 either retired, died, or may have been dismissed and subsequently reinstated with seniority restored.

RULE NO.14--MORATORIUM CLAUSE:

14-A-1. The agreement shall be effective January 1, 1995 and shall remain in effect through December 31, 1998 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

14-A-2. The parties to this Agreement shall not serve or progress prior to July 1, 1998 (not to become effective before January 1, 1999) any notice or proposal for the purpose of changing agreement.

Signed at New York, New York, this 11th day of December 1995.

For:

THE EMPLOYEES REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

/s/Thomas McAteer
General Chairman

METRO-NORTH COMMUTER RAILROAD COMPANY

/s/Raymond Burney
Director - Labor Relations

52 JANUARY 1, 1995 – DECEMBER 31, 1998
May 1983

Mr. Peter A. Puglia  
General Chairman - International  
Brotherhood of Electrical Workers  
1015 Chestnut Street, Room 515  
Philadelphia, Pennsylvania 19107

Re: Health and Welfare Benefits

Dear Sir:

In the negotiation of the Agreement effective January 1, 1983, it was agreed that Metro-North would administer and control all health and welfare benefit programs, with the right to select an insurance carrier.

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

Very truly yours,

/s/Peter Stangl, President  
Metro-North

Accepted:

/s/Peter A. Puglia
May 1983

Mr. Peter A. Puglia  
General Chairman - International Brotherhood of Electrical Workers  
1015 Chestnut Street, Room 515  
Philadelphia, Pennsylvania 19107

Re: Payroll Deductions

Dear Sir:

    Metro-North agrees to continue the existing practice on the property with respect to payroll deductions (pertaining to credit unions, insurance premiums, COPE, etc.).

    Very truly yours,

    /s/Peter Stangl, President  
    Metro-North

Accepted:

    /s/Peter A. Puglia

54  JANUARY 1, 1995 – DECEMBER 31, 1998
May 1983

Mr. Peter A. Puglia  
General Chairman - International  
Brotherhood of Electrical Workers  
1015 Chestnut Street, Room 515  
Philadelphia, Pennsylvania 19107

Re: Filling Vacancies

Dear Sir:

In the negotiation of Rule 2(A)4, it was agreed that no employee will be moved excessively under the terms of this provision. In the event the procedures under this Rule are not followed, the General Chairman and the Vice-President of Operations will meet to discuss corrective action.

Very truly yours,

/s/Peter Stangl, President  
Metro-North

Accepted:

/s/Peter A. Puglia
May 1983

Mr. Peter A. Puglia  
General Chairman - International  
Brotherhood of Electrical Workers  
1015 Chestnut Street, Room 515  
Philadelphia, Pennsylvania 19107

Re: Contracting Out

Dear Sir:

In the negotiation of the provision relating to contracting out, it was understood that this Article shall be subject to the grievance procedures set forth in the Agreement.

Very truly yours,

/s/Peter Stangl, President  
Metro-North

Accepted:

/s/Peter A. Puglia
May 1983

Mr. Peter A. Puglia
General Chairman - International
Brotherhood of Electrical Workers
1015 Chestnut Street, Room 515
Philadelphia, Pennsylvania 19107

Re: Rest Day Work

Dear Sir:

In the negotiation of Rule 4-B-2(e) of the Agreement effective January 1, 1983, it was the intent of the parties that an employee not be prohibited from working on his rest day(s) because of his having marked off a short period of time in his work week for a legitimate reason, up to a total of sixty minutes in any work week.

It was also the intent of the parties that, in the event Metro-North is unable to fill a rest day assignment with a qualified, eligible employee under Rule 4-B-2(e), the junior, qualified employee will be required to fill the rest day assignment.

Very truly yours,

/s/Peter Stangl, President
Metro-North

Accepted:

/s/Peter A. Puglia
May 1983

Mr. Peter A. Puglia
General Chairman - International
Brotherhood of Electrical Workers
1015 Chestnut Street, Room 515
Philadelphia, Pennsylvania 19107

Re: Employees Transferring to the Electrical Craft

Dear Sir:

If an employee seeks to transfer to the electrical craft from another craft, he shall be subject to the following two-year wage progression:

<table>
<thead>
<tr>
<th>Length of Employment in Electrical Craft</th>
<th>Percent of Applicable Wage/Salary Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>80%</td>
</tr>
<tr>
<td>2nd year</td>
<td>90%</td>
</tr>
<tr>
<td>3rd year</td>
<td>100%</td>
</tr>
</tbody>
</table>

except that where such an employee is subject to the four-year new hire wage progression set forth in Rule 1(c) of this Agreement, he shall complete at least two years of the new hire
wage progression before becoming subject to the wage progression above.

Very truly yours,

/s/Peter Stangl, President
Metro-North

Accepted:

/s/Peter A. Puglia
May 1983

Mr. Peter A. Puglia
General Chairman - International
Brotherhood of Electrical Workers
1015 Chestnut Street, Room 515
Philadelphia, Pennsylvania 19107

Re: Definition of Journeyman

Dear Sir:

For purposes of this Agreement, a journeyman shall be defined as anyone who (a) has completed a four-year, bona fide electrical apprenticeship program; or (b) has had four years of full-time practical experience as an electrician, and can provide proof thereof (by means of a card or certificate); or (c) has graduated from a four-year accredited college or university with a degree in electrical engineering, and has completed two years of a bona fide full-time electrical apprenticeship program or has had two years of practical experience as an electrician.

Very truly yours,

/s/Peter Stangl, President
Metro-North

Accepted:

/s/Peter A. Puglia
May 1983

Mr. Peter A. Puglia  
General Chairman - International  
Brotherhood of Electrical Workers  
1015 Chestnut Street, Room 515  
Philadelphia, Pennsylvania 19107

Re: Applicable Conrail Provisions

Dear Sir:

In the negotiation of the rules of the Agreement effective January 1, 1983 pertaining specifically to new employees (including Rule No. 1 of the Agreement), it was understood that persons employed by Conrail on or before December 31, 1982 who transfer to Metro-North effective January 1, 1983 shall not be covered by these new rules, but shall be subject to the applicable Conrail provisions.

Very truly yours,

/s/Peter Stangl, President  
Metro-North

Accepted:

/s/Peter A. Puglia
May 1983

Mr. Peter A. Puglia
General Chairman - International
Brotherhood of Electrical Workers
1015 Chestnut Street, Room 515
Philadelphia, Pennsylvania 19107

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/Peter A. Puglia
September 12, 1994

Mr. Raymond Burney
Director - Labor Relations
Metro-North Commuter Railroad Company
345 Madison Avenue, 14th Floor
New York, N.Y. 10017

Re: Tentative Agreement
   December 14, 1994

Dear Mr. Burney:

   Concerning Article XI ON-THE-JOB INJURY MEDICAL PAYMENTS of the above referenced agreement, it is my understanding that the purpose of this Article is to assure that FELA Plaintiffs could not introduce evidence of and recover for past medical expenses that had, in fact, been paid by Metro-North. I would appreciate your confirming the fact that the application of Article XI is limited to past medical expenses that had, in fact, been paid for by Metro-North.

Very truly yours,

/s/Thomas J. McAteer
General Chairman

I concur:

/s/Raymond Burney, Director, Labor Relations
October 4, 1996

Mr. Raymond Burney  
Director-Labor Relations  
MTA Metro-North Railroad  
14th Floor  
345 Madison Avenue  
New York, New York 10017  

Dear Mr. Burney:

This is to confirm our recent discussion concerning employee eligibility for overtime work and entitlement for overtime payment under the rules of the Agreement. It was agreed as follows:

1. Rest Day Overtime - Employees Who Have Not Worked All The Hours Of Their Assigned Workweek

   As provided for under Rule 4-B-2(e) employees who have not worked all the hours of their assigned workweek will be prohibited from working on their rest days. If such employees are assigned to work on a rest day, the parties agree to apply Rule 4-B-2(b) as they have in the past, that is, the employee will be paid at the overtime rate.

2. Work Day Overtime - Employees Who Absent Themselves From Work For A Full Tour Of Their Regular Shift
Employees who absent themselves from work for a full tour of their regular shift shall be prohibited from working overtime that workday. If employees are assigned to work on a workday outside their regular shift, the employees shall be paid at the overtime rate.

Note: The employee’s workday above is the twenty-four hour period computed from the starting time of the employee’s regular shift.

The above reflects my understanding of our discussion. If you agree, kindly indicate your concurrence in the space provided below.

Very truly yours,

/s/Thomas J. McAteer
General Chairman

I CONCUR

DATED: 10/16/96

/s/Raymond Burney
Director, Labor Relations
The following provisions of the Mediation Agreement, Case A-10796, dated December 11, 1981 between railroads represented by the National Carrier’s Conference Committee and employees of such railroads represented by the IBEW, by reference are made a part of this Agreement as though repeated here verbatim.

1. Article III - Vacations

2. Article V - Health and Welfare Benefits, subject to the Letter of Understanding regarding Health and Welfare Benefits appended to this Agreement.

3. Article VI - Dental Benefits

4. Article VII - Early Retirement

5. Article VIII - National Health Legislation

6. Article IX - Supplemental Sickness

7. Article X - Personal Leave

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
/s/Peter A. Puglia
General Chairman

METRO-NORTH COMMUTER RAILROAD COMPANY
/s/Peter Stangl, President
### APPENDIX "A"

**ELECTRIC TRACTION DEPARTMENT**

<table>
<thead>
<tr>
<th>Position</th>
<th>1/1/95</th>
<th>1/1/96</th>
<th>1/1/97</th>
<th>1/1/98</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substation Electrician</td>
<td>20.10</td>
<td>20.60</td>
<td>21.32</td>
<td>21.75</td>
</tr>
<tr>
<td>High Tension Lineman</td>
<td>20.24</td>
<td>20.75</td>
<td>21.48</td>
<td>21.91</td>
</tr>
<tr>
<td>Cable Splicer</td>
<td>20.24</td>
<td>20.75</td>
<td>21.48</td>
<td>21.91</td>
</tr>
<tr>
<td>Linemen</td>
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<td>20.67</td>
<td>21.40</td>
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<tr>
<td>3rd Railman</td>
<td>20.10</td>
<td>20.60</td>
<td>21.32</td>
<td>21.75</td>
</tr>
<tr>
<td>Tester</td>
<td>20.10</td>
<td>20.60</td>
<td>21.32</td>
<td>21.91</td>
</tr>
<tr>
<td>Substation Operator</td>
<td>20.24</td>
<td>20.75</td>
<td>21.48</td>
<td>21.91</td>
</tr>
<tr>
<td>Electrician</td>
<td>20.10</td>
<td>20.60</td>
<td>21.32</td>
<td>21.75</td>
</tr>
</tbody>
</table>

### HELPERS

<table>
<thead>
<tr>
<th>Position</th>
<th>1/1/95</th>
<th>1/1/96</th>
<th>1/1/97</th>
<th>1/1/98</th>
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<tbody>
<tr>
<td>Groundman</td>
<td>17.85</td>
<td>18.30</td>
<td>18.94</td>
<td>19.32</td>
</tr>
</tbody>
</table>
RATES OF PAY OF APPRENTICES

First Year

Second Year

Third Year

Fourth Year

Note: Omission of the apprentice rates of pay is intentional.
DIFFERENTIALS

LEAD MECHANICS

A differential of 17¢ per hour above the rate of their assignment will be paid to mechanics who, in addition to performing the work of their class, also perform the duties of directing and assigning employees. This differential will be incorporated into the hourly rate.

HIGH RAIL OPERATOR

A differential of 17¢ per hour above the rate of their assignment will be paid to employees who, in addition to performing the work of their class, also operate the Hi-Rail truck. This differential will be incorporated into the hourly rate.
JOB DESCRIPTION

Substation Electrician: Men qualified and assigned to install and maintain remote control equipment, including switchboard instruments and wiring thereof at substations and remote control points. Must be qualified to inspect, repair and maintain breaker houses, oil switches, network protectors and all other appurtenances necessary in Electric Traction Department. Must be qualified to take out clearances for himself and others.

High Tension Lineman: Men qualified and assigned to build, repair and maintain catenary systems and pole lines and supports for electrical services incident thereto. Must be qualified to take out clearances for himself and others.

Cable Splicer: Men qualified and assigned to do cable splicing work necessary in locating troubles with and making repairs to power lines in Electric Traction Department. Must be qualified to take out clearances for himself and others.

Lineman: Men qualified and assigned to build, repair and maintain catenary systems and pole lines and supports for electrical services incident thereto.

3rd Railman: Men qualified and assigned to install, repair and maintain 3rd rails in Electric Traction Department. Must be qualified to install, repair and maintain overhead DC traction power rail in Grand Central Terminal. Must be qualified to clear cable manholes to make them safe and accessible. Must be qualified to take our clearances for himself and others.
APPENDIX "B"

JOBS DESCRIPTION

Tester: Men qualified and assigned to test appurtenances in Electric Traction Department. Must be qualified to take out clearances for himself and others.

Substation Operator: Men qualified and assigned to operate Electric Traction Substations. Must be qualified to take out clearances for himself and others.

Groundman: Men assigned to perform work generally recognized as helper's work.

Electrician: Men qualified and assigned to install, maintain and repair electrical equipment other than high tension and third rail.
MEMORANDUM OF UNDERSTANDING
IN CONNECTION WITH
THE AGREEMENT EFFECTIVE
JANUARY 1, 1983 BETWEEN
METRO-NORTH COMMUTER RAILROAD
COMPANY AND THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS.

1. The Schedule Agreements of the former component railroads and all amendments, supplements and appendices to these agreements (including so called National Agreements, with the exceptions of those listed below) and all other previous agreements which are in conflict with the Agreement effective July 1, 1981, are terminated insofar as they apply to employees of the Electric Traction Department:


D. Article V if the Agreement of August 19, 1954, and memorandum of the same date providing for the establishment of a plan for group hospital, surgical and medical insurance and subsequent agreement provisions amending that plan.

2. The provisions of this Agreement shall apply to the extent Metro-North Commuter Railroad Company may be required by a State or other subsidy to operate certain lines of railroads not conveyed to the Metro-North Commuter Railroad Company. This Agreement does not apply to any company being operated as subsidiaries.


4. Nothing in the agreement effective July 1, 1981 shall be construed in any manner to supersede the provisions of Title V of the Regional Rail Reorganization Act of 1973, as amended.
APPENDIX “D”

THIS AGREEMENT is entered into as of the 1st day of January, 1983, in accordance with Section 2, Eleventh of the Railway Labor Act, as amended, by and between METRO-NORTH COMMUTER RAILROAD COMPANY (hereinafter referred to as the "Company") and the employees of said Company of the classes represented by the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (hereinafter referred to as the "Organization").

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 Organization 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 the Organization 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 the Organization, will satisfy the requirements of Paragraph 1 hereof by acquiring membership in the Organization 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 the 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 the Organization 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 the Organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if 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 the Organization. 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 the Organization as provided for herein, or as having been denied membership in the Organization signatory hereto, unless the Company is advised to the contrary in writing by the Organization. The Organization 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 of the 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 Organization shall be responsible for filing notice with the Company concerning an employee who has failed to comply with the membership requirements of this Agreement, and unless notified to the contrary by the Organization, an employee will be considered by the Company as having fulfilled the requirements of this Agreement.

(b) The involved General Chairman of the Organization will furnish to the Director-Labor Relations involved written notice, in duplicate, showing the name, title, roster number, and seniority district of each employee who has failed to comply with the membership requirements of this Agreement.
12. (a) Within five (5) calendar days from the date the Director-Labor Relations receives notice provided for in Paragraph 11 (b), he shall transmit the General Chairman's notice to the employee named therein, and furnish to the General Chairman a copy of the transmittal letter.

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

(c) Fifteen (15) calendar days from the date the Director-Labor Relations mailed 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 Organization 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 Organization, 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 processes, 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 with 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 General Chairman, and the Organization 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 therefrom is taken as provided in Paragraph 13 (f) hereof. The General Chairman shall be furnished with a copy of the decision.

(e) When the Director-Labor Relations' 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 him 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 Organization desires to dispute the decision of the Director-Labor Relations and so advises him, 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 Organization.

14. Employees whose services are terminated for non-compliance with the provisions of this Agreement will 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 be 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 non-compliance with any provision of this Agreement.

(b) In the event that seniority in the crafts or classes 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 or class without impairment of seniority rights and the Organization 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 Organization, 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 Organization.

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 Organization, 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 Organization 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 Organization 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 permitting to the Organization 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 Organization, and any complaints against the Company in connection therewith shall be handled by the respective Organization 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 and working
conditions agreement between the parties hereto is terminated, and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until the employee shall execute a revocation form within fifteen (15) days after the end of any such year. Revocations of assignments shall be in writing and on the form specified in Attachment "C" hereto. Attachment A, B, and C shall be reproduced and furnished as necessary by the Organization without cost to the Company. The Organization shall assume the full responsibility for the procurement of the execution of the 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 in behalf of any employee; and no part of this or any other agreement between the Company and the Organization shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication of, or non-compliance with, any part of this Agreement.

9. The Organization 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 be effective as of 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 16th day of May 1983.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

/s/Peter A. Puglia General Chairman

METRO-NORTH COMMUTER RAILROAD COMPANY

/s/Peter Stangl President

JANUARY 1, 1995 – DECEMBER 31, 1998
METRO-NORTH COMMUTER RAILROAD
DEFINED CONTRIBUTION PENSION PLAN
FOR AGREEMENT EMPLOYEES

EFFECTIVE DATE: On or about April 1, 1988

ELIGIBILITY: All Metro-North employees covered under the Collective Bargaining Agreements between Metro-North and the Coalition.

CONTRIBUTIONS: 1. Metro-North will make contributions equal to three percent (3%) of each eligible employee’s annual gross wage. The appropriate wage period shall commence January 1, 1988.

2. Effective April 1, 1988, Metro-North will make lump sum contributions equal to $5.00 for each month of prior service rendered with Metro-North or its predecessors based on the following scale:

<table>
<thead>
<tr>
<th>Years of Recognition per Past Service</th>
<th>Year of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 or more</td>
<td>@ 100% of $90.00</td>
</tr>
<tr>
<td>20 thru 29</td>
<td>@ 75% of $90.00</td>
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<tr>
<td>10 thru 19</td>
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</tr>
<tr>
<td>1 thru 9</td>
<td>@ 25% of $90.00</td>
</tr>
</tbody>
</table>

The Carrier shall make the appropriate contributions on a quarterly calendar basis.

VESTING: Employees will be 100% vested in the supplemental pension plan upon...
completion of five (5) years of service. Past service with Metro-North will count towards the vesting requirement.

**NORMAL RETIREMENT AGE:**

The normal retirement age under the plan will be age 62. Early retirement will be permitted after either:

- a) attainment of age 60 if the employee has 15 years of future service

  or

- b) attainment of age 55 if the employee has 30 years of future service.

**WITHDRAWALS:**

After the applicable vesting requirements have been met, the funds contributed by Metro-North will only be distributed to participants in the plan upon retirement.

At retirement, participants will receive their account balance as a Life Annuity and benefits will be paid monthly for the rest of the participant's life. If the participant is married when he/she retires, he/she will receive benefits from the plan as a Joint and 50% annuity, unless the participant indicates otherwise.

In the event an employee dies prior to retirement, his/her beneficiary will receive the employee's entire account balance (the Carrier's contributions plus earnings and the employee's contributions plus earnings, if any.)

In the event an employee dies after retirement, his/her benefits will be paid in
accordance with the form selected at retirement

**INVESTMENT ACCOUNTS:**

Each participant in the Metro-North Supplemental Pension Plan will have an account established consisting of employer contributions and voluntary employee contributions if so desired.

Voluntary employee contributions shall be made on a percentage or fixed dollar amount basis not to exceed the Carrier's annual contribution for said employee. It is understood that such voluntary employee contributions shall be made on an after-tax basis.

Participants in the plan will be given a choice of several investment funds and will direct how contributions to his/her individual account will be invested in these funds.

Participants will have the opportunity to invest their account balances in any of the funds that are offered and will also be permitted to allocate their account balances in 25% increments between the investment funds.

Transfers between investment funds and changes in investment allocation will be permitted on a quarterly basis.

**BENEFIT STATEMENTS:**

Each calendar quarter, participants will receive plan statements reflecting the value of the account balance at the beginning of the quarter, new contributions made to the account,
investment earnings and the total current account balance.

The plan will be administered by a Board of Managers selected by the MTA Board of Directors. There will be a joint board consisting of an equal number of management and union representatives to resolve disputes regarding benefit eligibility of and payment to union members.

The selected Board of Managers will have responsibility for selecting the trustee under the plan and the investment vehicles in which contributions under the plan may be invested.

PER account fees charged by the fund in which account assets are invested, if any, will be charged to the account of the participant involved.

All other regular administrative fees, such as fees for legal counsel and accounting services, will be borne by the Carrier.

MEMORANDUM OF AGREEMENT BETWEEN
METRO-NORTH
AND SYSTEM COUNCIL #7
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS

In accordance with the provisions of the voluntary payroll Deduction and Political Contributions Agreement signed June 21, 1979 between carriers represented by the National Railway Labor Conference and the employees of said carriers represented by the International Brotherhood of Electrical Workers, International Brotherhood of Boiler Makers, Iron Ship Builders, Blacksmiths, Forgers and Helpers; Brotherhood Railway Carmen of the United States and Canada, and International Brotherhood of Firemen and Oilers, operating through the Railway Employees Department, AFL-CIO, the parties hereby amend the Dues Deduction Agreement with the International Brotherhood of Electrical Workers effective January 1, 1983, as amended, to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following terms and basis:

1. (a) Subject to the terms and conditions hereafter set forth, the Carrier will deduct from the wages the employees' voluntary political contributions upon their written authorization in the form [individual authorization form] agreed upon by the parties hereto, copy of which is attached, designated "Attachment A" and made a part hereof. This form will be furnished in the same size and format as the current dues deduction form.

(b) Voluntary political contributions will be made monthly from the compensation of employees who have executed a written authorization providing for such deductions. The first such deduction will be made in the month following the month in which the authorization is received. Such
authorization will remain in effect for a minimum of twelve [12] months and thereafter until cancelled by thirty [30] days advance written notice from the employee to the Brotherhood and the Carrier. Changes in the amount to be deducted will be limited to one change in each 12-month period.

2. The General Chairman or his designated representative shall furnish the Carrier, with copy to appropriate units of the Brotherhood, an initial statement by lodges, in alphabetical order and certified by him, showing the amounts of deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover, and payroll deductions on such amounts will commence in the month immediately following. Subsequent monthly deductions will be based on the initial statements plus a monthly statement showing additions and/or deletions furnished in the same manner as the initial statement required herein above.

3. Monthly voluntary political contribution deductions will be made from wages at the same time that membership dues are deducted from the employee's paycheck. Deductions authorization must be for flat amounts in dollars and cents.

4. Concurrent with making remittance to the organization of monthly membership dues, the Carrier will make separate remittance of voluntary political contributions to the Secretary-Treasurer of the International Brotherhood of Electrical Workers Committee on Political Education (IBEW-COPE) together with a list prepared in accordance with the requirements of the Dues Deduction Agreement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.

5. Section D of the Agreement effective January 1, 1983 relating to Dues Deduction is hereby amended to provide that deduction of employees' voluntary political contributions will immediately follow the priority position of union dues deductions.
6. The requirements of this agreement shall not be effective with respect to any individual employee until the employer has been furnished with a written authorization of assignment of wages of such monthly voluntary political contributions.
1. Dynamomen will be considered as apprentices in the application of the agreement.

2. Employees presently in the groundman or helper class who make application to the first available mechanic position for which they are qualified and are awarded such mechanic position subsequent to the date of this agreement, will be given mechanic seniority retroactive to the date immediately prior to the effective date of this agreement.

   Such employees who fail to make application for the first available position shall thereafter only be entitled to mechanic seniority in accordance with Rule 3-A-1(a), i.e., the date they are awarded a mechanic position.

3. Tools will be furnished to employees in the Electric Traction Department.
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 Organization's covered by the Metro-North Health and Insurance Program, whichever is later. The measures shall include:

Precertification and Concurrent Review
Case Management Review
Week-end Admissions
Mandatory, Focused Second Opinion Surgery
Outpatient Surgery Program
Direct Mail Prescription Drugs
Health Maintenance Organizations
Dental Preferred Provider Organizations (PPO)
Alcohol/Substance Abuse Plan

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

JANUARY 1, 1995 – DECEMBER 31, 1998
EMPLOYEE DEDUCTION AUTHORIZATION
UNION DUES
Wage Assignment Revocation Region

METRO-NORTH COMMUTER RAILROAD COMPANY AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

NAME (Last Name, First Name, Middle Initial)

Work Location Employee Number

Home Address (Street and Number, City, State, Zip Code)

DIRECTOR-PAYROLL OPERATIONS, METRO-NORTH COMMUTER RAILROAD COMPANY

Effective in the next calendar month, I hereby revoke the wage assignment authorization now in effect assigning to the International Brotherhood of Electrical Workers, that part of my wages necessary to pay initiation fees, periodic dues and assessments, and I hereby cancel the authorization.

Date Signature Local Number

JANUARY 1, 1995 – DECEMBER 31, 1998
AGREEMENT

ENTERED INTO BY AND BETWEEN

METRO-NORTH COMMUTER RAILROAD COMPANY

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

REPRESENTING COMMUNICATIONS WORKERS

EFFECTIVE: JANUARY 1, 1995 - December 31, 1998

(Except as otherwise specified)
The terms and conditions of employment of Communication Workers are governed by the following:

1. The special rules for communication workers which are set forth herein;

2. The Agreement between Metro-North Commuter Railroad Company and the International Brotherhood of Electrical Workers effective January 1, 1983, including all of its letters and attachments, to the extent applicable with the following changes:

   a. Modify Rule 2-A-1(a) to provide as follows:

   "When new positions are created or vacancies occur, the senior employees in the seniority district in which the position is advertised shall, if sufficient ability is shown, be given preference in filling such new positions or vacancies that may be desirable to them. An 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."

   b. Modify Rule 2-A-1(j) as follows:

   "Employees assigned to such positions shall be paid a wage differential of 50 cents per hours above the D rate."

   c. Delete Rule 2-A-2(a);

   d. Delete Rule 2-A-4;

   e. Amend Letter No. 7 by adding the following:

   "It was also the intent of the parties that, in the event Metro-North is unable to fill a rest day assignment with a
qualified, eligible employee under Rule 4-B-2(e), the junior, qualified employee will be required to fill the assignment.”

COMMUNICATIONS CLASSIFICATION OF WORK

This Rule will apply to and govern the employment, working conditions, compensation and work jurisdiction of all employees of the Communications Department covering all the inspecting, assembling, installing, removing, dismantling, connecting, disconnecting, repairing, building, rebuilding, maintaining, overhauling, adjusting, applying, wiring, winding, balancing, calibrating, stripping, aligning, cleaning, lubricating and testing of:

All pole lines, wires, insulators, cables, crossarms, braces, anchors, guys and appurtenances thereto; all poles, towers and structures used for micro wave, radio, radar, television and similar equipment, all beacon and aircraft warning lights, wiring, conduit, cables, antennas, anchors, guys and braces, attached to same; air conditioning and dehydrator equipment; standby generator equipment at microwave sites. All metallic or fiber, lead, rubber, plastic or any other type of cable and apparatus. All telephone and telegraph equipment, public address systems, public radio broadcast transmitters, receivers and apparatus, digital computer equipment consisting of, but not limited to, central processing units, storage units interface and control equipment, input-output equipment and CRT equipment and all related apparatus; television transmitters, receivers, recorders and apparatus, carrier transmitters, receivers, repeaters and related equipment used for communication or control, micro wave transmitters, receivers, repeaters and related equipment used for communication or control, multiplexing equipment used with Carrier or micro wave, train communication systems, intratrain communication systems, stationary and/or mobile radio and radar transmitters, receivers and related equipment used for communication or control, facsimile transmitting and
receiving equipment, tape recorders, automatic train or engine control systems, automatic message center equipment, electronic scales and weighing machines, telephone dial and message switching equipment, train dispatchers communications system, fiber optic systems and apparatus, centralized radio control equipment, printer telegraph apparatus, data systems and apparatus, marine radio equipment, air-conditioning and dehydrator equipment, automatic car identification systems, alarm system, motion picture machine and related equipment, batteries, chargers, bells, buzzers, magnetos, meter, electronic and/or electrical testing instruments and devices, computers under the supervision of the communication department, inter-office communication systems, cathode ray tube machines and related equipment, IBM machines and related equipment, all metallic or fiber, lead, rubber, plastic or any other type of cable and apparatus, and any other system or method used for communication purposes.

Communication workers will operate all motor trucks, tractors, trenchers, digging machines, hole digging machines, and all other types of tools and machines used on or off track to transport communication workers or to perform work as set forth in this Classification of Work rule. Communication workers shall perform all welding, fusing, brazing, soldering, tinning, leading, metalizing, bonding, soldering, tinning, leading, metalizing, bonding, cutting and burning of metals with such as oxyacetylene, electric thermit, tungsten inert gas or any other processes used on work generally recognized as Communication workers' work.

All positions or work the performance of which requires a Federal Communications Commission license of Class 2 or higher (which is not now covered by the Signalman's classification) shall be recognized as communication work and covered by the scope of this agreement.
It is not the purpose of this Rule to expand jurisdiction but only to revise and update the work being performed by the Communication workers.

SAVINGS CLAUSE

Where any of the above described work, or items of work, are currently being performed by Electrical Workers through existing rules, practice or interpretations, the fact that the subject matter is included in this notice shall not be construed as an admission in any manner or form that such work or items are not now covered and recognized as Electrical Workers' work.

CLASSIFICATION AND POSITIONS

Group No. 1
Electronic Specialist
Licensed Radio Maintainer
Maintainer (Gang Leaders)
Installers

Group No. 2
Cable Splicers
District Linemen

Group No. 3
Gang Linemen (Gang Leaders)
Asst. Maintainers
Asst. Cable Splicers

Group No. 4
Groundmen
SENIORITY ROSTERS

Separate seniority rosters will be maintained for employees in their respective districts and classifications as follows:

Electronic Specialist
Licensed Radio Maintainers, Maintainers and Installers
Cable Splicers
District Linemen
Assistant Cable Splicers
Assistant Maintainers
Gang Linemen
Groundmen

SENIORITY DISTRICT

The Seniority District shall encompass the area of Metro-North Commuter Railroad Company operations.

HEADQUARTERS

Headquarters shall be established for each Licensed Radio Maintainer, Maintainer, Installer, Cable Splicer, District Lineman, Assistant Maintainer, and Assistant Cable Splicer.

It is expected that within a reasonable time after assignment, Licensed Radio Maintainers, Maintainers, Cable Splicers, District Linemen, Assistant Maintainers and Assistant Cable Splicers will establish living quarters at or near their assigned headquarters.
Where line gangs are housed in hotels, the hotel, regardless of location, shall be considered as headquarters. The Company will secure and pay for such accommodations.

SENIORITY

It is understood that an employee will establish seniority on a roster as of the date he is first assigned to a permanent position within the classification covered by such roster, except in case he does not hold an assignment in that classification thirty (30) calendar days.

An employee promoted or transferred from one (1) seniority list to another will retain his seniority on the list from which promoted.

NOTE: It is understood and agreed that:

An employee in the Communications Department who has established seniority in more than one group classification under this agreement cannot exercise his seniority in a lower group classification by either bidding or displacement while holding sufficient seniority to remain in the higher group classification, provided however, that in the event an employee elects to demote himself by such bidding or displacement, he may do so but will forfeit all seniority he has accrued in all higher job classifications in which he could have displaced or bid.

An employee working in a job classification and holding seniority in a job classification in a higher group, will be notified in writing of any permanent vacancy or new job created in such job classification in the higher group. If he elects not to bid or accept such position within ten (10) days after being so notified, he will forfeit all his seniority in such job classification in the higher group, in which event the next such employee his junior, if any, will be notified and be affected accordingly.

Exceptions to the above may be made in cases of temporary disability when mutually agreed to by the
Superintendent of Communications and the General Chairman or his representative. In filling monthly rated positions of Assistant Cable Splicer and Assistant Maintainer, an employee will not be considered as demoting himself by bid or displacement to a position, the classification of which commands the same basic pay rate, or to a monthly rated position, the salary of which is greater than the employee would earn at regular time on an hourly rated position of a higher classification.

Once having established seniority under one classification an employee cannot displace or bid on a position of lower classification while having sufficient seniority to remain in the higher classification, except if he elects to demote himself he will forfeit the seniority he has accrued in all higher classifications on which he could have displaced or bid.

Exceptions to the above understanding may be made in case of temporary disability when mutually agreeable to the Superintendent of Communications and the General Chairman of the Electrical Workers or his representative.

RELIEF MAINTAINERS

It is agreed that Relief Maintainers positions may be established in accordance with the following provisions:

1. Positions will be advertised by bulletin giving full information as to requirements and conditions.

2. It will be a requirement of employees accepting these positions to fill all positions of Maintainer to which assigned.

3. Any employee regularly assigned to a Relief Maintainer's position will establish Maintainer-Installer seniority as of the date of first assignment.

4. It will be a requirement of employees accepting these positions to bid for all permanent Maintainer vacancies,
and the senior applicant will be awarded the position, subject to
the provisions in this Agreement relating to New Jobs and
Vacancies. This will not apply to the senior relief employee if a
junior relief employee is available who has had ninety (90) days’
experience in this class of work.

5. Headquarters will be established for Relief
Maintainers. They will be allowed expenses to cover meals
and/or lodgings and other expenses when away from
headquarters for one night or more, except after thirty (30)
calendar days on any particular assignment they will assume
the conditions that go with the job to which assigned.

RELIEF DISTRICT LINEMEN

It is agreed that Relief District Linemen positions may be
established in accordance with the following provisions:

1. Positions will be advertised by bulletin giving full
information as to requirements and conditions.

2. It will be a requirement of employees accepting
these positions to fill all positions of District Linemen to which
assigned and to work as Gang Lineman when not so assigned.

3. Any employee regularly assigned to a Relief District
Lineman’s position will establish District Lineman seniority as of
the date of first assignment.

4. It will be a requirement of employees accepting
these positions to bid for all permanent District Linemen
vacancies, and the senior applicant will be awarded the
position, subject to the provisions in this Agreement relating to
New Jobs and Vacancies. This will not apply to the senior relief
employee if a junior relief employee is available who has had
ninety (90) days’ experience in this class of work.

5. Men awarded these positions will be paid at the
District Lineman rate of pay whether working as a District
Lineman or as a Gang Lineman.
6. While working as Gang Linemen they will be governed by the same rules and conditions as other Gang Linemen, except that their rate of pay will be in accordance with Item 5 above.

7. While working on any assignment other than Gang Linemen, they will be allowed expenses to cover meals and/or lodgings and other expenses required in connection with their work, when away from their headquarters for one night or more, except after thirty (30) calendar days on any particular assignment they will assume the conditions that go with the job to which assigned.

OVERTIME FOR MONTHLY RATED EMPLOYEES

Monthly rated employees are entitled to overtime pay for work performed on Sunday (or the seventh day). For the purpose of computing overtime, Sunday time is from the hour of their regular week day starting time until twenty-four (24) hours later. In other words, if a man's regular starting time is 8:00 a.m., he is entitled to overtime for any work performed between 8:00 a.m. Sunday and 8:00 a.m. Monday. Any work performed before 8:00 a.m. Sunday is considered as Saturday work.

GROUND MEN PERFORMING LINEMEN'S WORK

A Groundman who is used to fill a vacancy caused by a regular Lineman being absent, shall receive the Lineman's rate of pay. Groundmen may be used occasionally to do some climbing when all the regular Linemen are working, in order that he may learn Lineman's work. In this case he will be paid at the Groundmen's rate. This practice will not be permitted to go as far as to eliminate the employment of additional Linemen, and in no case shall a Groundman who is qualified to do Lineman's work be used as a Lineman and paid the Groundman's rate.
LICENSED RADIO MAINTAINERS

Maintainers required to have Class 2 Federal Communications Commission Radio Telephone Operator's license will be paid a basic hourly rate differential of twelve cents (12¢), and will be given the title of Licensed Radio Maintainer.

INSTALLATION AND MAINTENANCE OF RADIO EQUIPMENT

All work in connection with the installation and maintenance of permanent fixtures on water craft will be performed by electrical workers of the Marine Department.

All work in connection with the installation and maintenance of permanent fixtures on rolling stock will be performed by electrical workers of the Equipment Department.

NOTE: Equipment Department electrical workers will perform work of initially installing fixed items of material and equipment such as conduit, wiring, apparatus mounting brackets and supports for such items as hand sets, speakers, antennae, radio units, etc.

Communications Department electrical workers will initially install and connect such equipment as hand sets, speakers, antennae, radio units, etc. on the above mentioned mounting brackets and supports.

Communications Department electrical workers will maintain and be responsible for all items of equipment beyond the source of power fuses, other than the permanent conduit and wiring on the locomotives, rolling stock or floating equipment. Vibrator converters will be maintained by the Communications Department.

The conduit, wiring and converters will be maintained by the Equipment Department electrical workers.
Radio units may be changed in and out by electrical workers of the Communications Department.

All work in connection with the installation and maintenance of permanent fixtures in stations, piers, offices, towers, etc., will be performed by electrical workers of the Communications Department, except where the Bridge and Building or other department electricians are responsible for the electrical outlets and wiring in connection therewith.

The work on radio sets on water craft, rolling stock in stations, piers, offices, towers, etc., which can be easily removed and sent away for repairs, will be performed by electrical workers of the Communications Department.

The work of connecting or disconnecting these radio sets on water craft, rolling stocks, in stations, piers, offices, towers, etc., will be performed by electrical workers of the Communications Department.

INTERCOMMUNICATIONS EQUIPMENT

The installation and maintenance of intercommunicating equipment, such as Teletalks, Dictographs, etc., will be performed by electrical workers in the Communications Department.

EMPLOYEES PROMOTED TO SUPERVISORY POSITIONS

(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 members in good standing with the Organization. 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 the union.

(b) Supervisory employees who return 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 Rule 3-C-3 of the IBEW general agreement effective on the Metro-North property as of January 1, 1983.

HOLIDAYS AND REST DAYS

Employees will be allowed for two (2) days off duty each week with the presumption in favor of Saturday and Sunday and will be released from service on the following legal holidays:

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

(Christmas Eve will be the day before Christmas is observed. New Year's Eve will be the day before New Year's Day is observed.)

This will not prohibit the performance of service as may be required on these rest days and holidays in cases of special projects, projects on short notice, line prostration or other emergencies in line with the present practices.
PRESERVATION OF RATES

(a) Rates of pay for positions covered by this Agreement shall be those now in effect or as may be hereafter changed under processes of the Railway Labor Act.

(b) Nothing in this Agreement shall be construed as restricting the right of the Company to discontinue any position.

(c) An employee temporarily assigned to a higher rated position will receive the higher rate while so assigned. Employees temporarily assigned to a lower rated position will not have their rates reduced.

ESTABLISHING POSITIONS

(a) Established positions will not be discontinued and new ones created under a different title covering work of similar character and responsibility for the purpose of reducing the rate of pay or evading the application of these rules.

(b) Employees paid for a fraction of a calendar month will, for such number of days be paid according to the number of calendar days in the month (30th's, 31st's, etc.), except that for employees in States where laws require more frequent pay periods, an appropriate rate will be computed which will produce annual compensation equal to twelve times the monthly rate.

USE OF PRIVATE AUTOMOBILE

An employee who is authorized by proper authority and who is agreeable to use his private automobile in the performance of his duties in the service of the Company will be reimbursed therefor at the authorized rate per mile.

EXPENSES

Employees required by the Company to perform service away from their headquarters, necessitating the purchasing of
meals and lodgings, will be reimbursed for actual necessary expenses.

TRANSMITTING HEADQUARTERS

(a) Employees transferring to new positions at their own request will establish residence at the new headquarters within a reasonable time unless excused by letter for sufficient reasons by the Company.

(b) Employees transferring at the request of the Company to other locations which necessitate a change in residence will be given free transportation of household goods and will be paid personal expenses for a reasonable period of time (not to exceed thirty (30) days).

WAGES

Monthly Rates

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METRO-NORTH/IBEW (CW) CBA

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Signed at New York, New York this 11th day of December 1995.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

METRO-NORTH COMMUTER RAILROAD COMPANY

/s/Thomas McAteer       /s/Raymond Burney
General Chairman        Director – Labor Relations

15 JANUARY 1, 1995 – DECEMBER 31, 1998
March 4, 1999

Thomas J. McAteer
General Chairman
International Brotherhood of
Electrical Workers
1015 Chestnut Street
Philadelphia, PA  19107

Re: Training Agreement for Metro-North Power Department Electricians in New Haven

Dear Sir:

In accordance with discussions between representatives of the International Brotherhood of Electrical Workers and Metro-North Power Department officials, the following Training Agreement for Electricians in the Power Department on the New Haven line is hereby established:

I. New Hires

1. Trainee mechanics will not be assigned to a regular position until their training period has been completed. This period shall not exceed nine (9) months and shall include all new employee orientation programs.

2. Trainee mechanics will spend a total of four (4) consecutive months (two (2) months per gang) assigned to the Springdale and Bridgeport Maintenance gangs doing daily capital construction and system maintenance work. During this time they will familiarize themselves with Metro-North facilities and the various stations at which they will be required to work as part of regular job assignments.
3. Trainees will be assigned to bridges for five (5) consecutive months or a full season whichever is less. The purpose of this assignment is to familiarize the trainees with the technical aspects of the bridges. Trainees will be assigned to the respective bridges when there are bridge openings and closings. Trainees may be expected to perform system maintenance and capital work when not responding to bridge calls.

4. Seniority of new employee trainees will be shown on the Maintenance of Equipment roster as the first day they are employed as trainees.

5. Upon completion of the training program, new employee trainees will be assigned to vacancies which have been advertised and have not been filled in the Power Department. If no vacancies exist in the Power Department and the trainee has no junior employee to displace in the Power Department, the trainee will exercise his seniority in the Maintenance of Equipment Department in accordance with Rule 2 of the Agreement.

II. Transferees

1. All employees seeking to bid or exercise their seniority in to the New Haven Power Department will be given a practical skills test in accordance with Rule 2-A-1(a) of the Agreement.

2. Any electrical worker who is interested in bidding or exercising his seniority into the New Haven Power Department as an Electrician, will upon request to the
Company, be given an outline of information he or she needs to know in order to prepare for the practical skills test.

3. IBEW represented employees on the Maintenance of Equipment roster will be given preference to positions in the New Haven Power Department over IBEW represented employees in other seniority districts.

4. Current Metro-North electrical workers who qualify for positions in the New Haven Power Department as per the provisions of Paragraph II, Section 1 will be given preference for entering the department over new hire trainee electrical workers.

5. Transferees will undergo an accelerated training program which will be limited to the provision of Part I, Section 3 as set forth above.

6. In the event a transferee does not enter the Department during the season when bridges are regularly operated, the transferee will hold a regular position until the bridge season and will then be reassigned to complete the training specified in Part I, Section 3.

7. Upon completion of the training program, if the position originally held by the transferee at the time of his entry into the Power Department is vacant or held by a junior employee, the transferee will revert back to that position. If there is a junior employee on that position, that employee will exercise his seniority in accordance with Rule 2 of the Agreement. In all other instances, including the abolishment of the original
position, the transferee will exercise his seniority upon completion of his training in accordance with Rule 2 of the Agreement.

III. Miscellaneous

1. Nothing in this Agreement shall be construed to limit or restrict the Company’s discretion to increase the manpower in the New Haven Power Department.

2. All vacancies shall be advertised pursuant to Rule 2 of the Agreement before employees who have gone through the training program are assigned to them. This requirement may be satisfied by the advertisement of positions before transferees or new hires are accepted into the Power Department.

3. If they meet the contractual specification, trainees will be compensated a night or weekend differential, and will receive the Journeyman’s rate as set forth in Rule 1-A-1(c) of the Agreement.

4. Overtime will continue to be distributed in accordance with Local Overtime Agreements.

5. It is not the intent of this Training Agreement to utilize trainees to fill bulletined vacancies. Trainees will not be utilized to work alone without the presence of a fully qualified electrician nor will they be utilized to cover day to day vacancies.

6. In the event new hire trainees and IBEW represented transferees commence the training program on the
same date, the transfees will be listed on the roster prior to the new hires, or the order of their previous seniority ranking. IBEW represented transfees from within the Mechanical Department shall retain the same seniority date.

If the above reflects the understanding of the parties, please sign this agreement where indicated and return an executed copy to my office at your earliest convenience.

Very truly yours,

/s/Raymond Burney  
Director - Labor Relations  

3-17-99

/s/ThomasMcAteer, General Chairman, IBEW  
Date

cc: A. Davidson
June 28, 1999

Thomas J. McAteer  
General Chairman - IBEW  
1015 Chestnut Street  
Philadelphia, PA  19107

Re:  Training Agreement for Metro-North Harlem and  
    Hudson Line Substations Electricians

Dear Sir:

The following Training Agreement is for new hire Electricians in  
the Harlem and Hudson Substations Department and for  
Structures Department Electricians who may obtain a position in  
the Substations Department:

1. New positions and vacancies in the Harlem and Hudson  
   Substation Department shall be advertised under the  
   provisions of Rule No. 2 before any Trainees are hired.

2. Trainees shall have their names placed on the Harlem  
   and Hudson Power Department Consolidated  
   Substation Electricians Roster with a symbol next to  
   their names identifying them as Trainees. While in  
   training, a new hire Trainee will not be permitted to  
   exercise seniority, except to avoid a furlough. In the  
   event of a furlough, new hire Trainees shall be  
   furloughed before senior employees in the Substation  
   and Structures Departments.

3. Trainees will be paid in accordance with the Mechanics  
   Rate Schedule set forth in Appendix A of the Agreement  
   and the Wage Progression set forth in Rule 1 of the  
   Agreement.
4. Upon completion of training, the Trainee shall be assigned a regular position. If two (2) or more Trainees complete training at the same time, the senior Trainee(s) shall be given the right to fill the position desired.

5. Trainees shall be instructed in the various branches of their trade and shall perform any work done in their trade and such other work as may be beneficial to their training in accordance with a schedule to be established by the Company after conference with the General Chairman.

6. The schedule shall include the locations a Trainee will be assigned to work and the time period the Trainee will be assigned at each location. The entire training program for a trainee shall not exceed one (1) year. New Hires working in the Substation Department not currently holding a Substation Electrician position shall receive credit for time worked prior to the effective date of this Agreement towards the one (1) year training period.

7. Trainees will not work without an Electrician and will not be used to fill vacancies or absorb overtime. Trainees will not be permitted to work planned overtime to the exclusion of an Electrician during the training period. Except, a Trainee will be allowed to work overtime after all Electricians have been requested to work, provided the Trainee is qualified for the overtime assignment.

8. Electricians seeking to exercise their seniority into the H&H Substations Department from the Structures Department shall have their applications reviewed pursuant to Rule 2-A-1(a) of the Agreement. If they are not qualified, they shall enter the Department as
Trainees and shall be given credit for any time they previously worked as a Trainee in the Substation Department. Structure Department Electricians who become Substation Electrician Trainees may exercise seniority to a Structures Department position.

9. Prior to any test given pursuant to Rule 2-A-1(s), an Electrician will upon request to the Company be given an outline of the information he or she needs to know in order to prepare for the test.

If you agree with the contents of this proposal, please sign this Agreement where indicated.

Very truly yours,

/s/Raymond Burney
Director - Labor Relations

I agree:

/s/Thomas J. McAteer
General Chairman
September 14, 2000

Re: New Haven Traction
Department Lineman
Training Agreement
October 4, 1999

Mr. Raymond Burney
Director - Labor Relations
MTA Metro-North Railroad
345 Madison Avenue
New York, NY 10017

Dear Mr. Burney:

This concerns the above referenced agreement. It is agreed that a Trainee Lineman, upon completion of the training program shall be allowed to displace any junior Lineman.

Very truly yours,

/s/Richard L. Lombardi
General Chairman

RLL:df

I AGREE:

________________________ _9/15/00__________
/s/Raymond Burney Date
Director - Labor Relations

9/15/00

Date
Mr. Raymond Burney  
Director - Labor Relations  
345 Madison Avenue  
New York, NY  10017  

Dear Mr. Burney:  

The following is a Training Agreement for the purpose of training New Haven Electric Traction Department Lineman. If agreeable, please indicate by signing page four of the agreement and return an executed copy to me.  

I. **WAGES:**  

1. Trainee Lineman shall receive the wage progression as provided for in Rule 1-a-1(c) of the agreement.  

II. **TRAINEE LINEMAN TRAINING PERIOD AND RESTRICTIONS:**  

1. The Company will make every effort not to assign more than three Lineman to a class “A” Lineman. Under certain circumstances, when conditions warrant, the Company may assign more than three Trainees to a class “A” Lineman. Trainee Lineman will not be assigned to fill Class “A” Lineman positions or vacancies.  

2. Trainee Lineman will not work in the capacity as Trainee Lineman for more than three years.  

III. **ASSIGNMENT OF POSITIONS:**  

1. The three year training program will commence from the date the Trainee Lineman beings working as a Trainee
Lineman in the Metro-North New Haven Line Department. At the completion of the three year training period, the Company must assign the Trainee Lineman to a bulletined Class “A” Lineman position of which the Trainee Lineman will be required to accept. If more than one Trainee Lineman is available to be assigned to a Bulletined Class “A” Lineman position, the senior Trainee Lineman will be given preference in choosing the available Class “A” Lineman position. A Lineman Trainee who does not pass the requirements of a Class “A” Lineman from the completion of the third year, that person will be removed from the program subject to the claim/grievance procedure as provided for in Rule 4-P-1 of the Agreement.

2. All vacant Class “A” Lineman positions shall be bulletined and made available to Class “A” Lineman holding regular positions before they are to be assigned to Trainee Lineman.

IV. ACCELERATED PROVISIONS ALLOWING LINEMAN TRAINEES TO BECOME CLASS “A” LINEMAN IN LESS THAN THREE YEARS:

1. The Company may assign a Trainee Lineman to a Class “A” Lineman position after twenty-four months working as a Trainee Lineman if the Company believes that the Trainee Lineman has the required ability. This must be demonstrated through objective testing administered in written form and the Supervisor’s subjective evaluation.

2. Trainee Lineman may be assigned to a bulletined Class “A” Lineman position after completing one year of service as a Trainee Lineman if they meet all of the following criteria: (a). The Trainee Lineman has four years of documented previous experience as a High Tension Lineman within the electrical industry prior to his employment with Metro-North. (b). The Trainee Lineman successfully passes a Metro-North “Class A Lineman Test”.


3. Previous to taking the test referred to in Article IV. 1 and 2k, the Company shall furnish the Trainee Lineman with an outline of the information the Trainee Lineman will need to know in order to successfully pass the test.

4. For the purpose of clarification, a Class “A” Lineman as referred to within this Agreement is synonymous with a “High Tension Lineman” as described in Appendix “B” of the IBEW, Metro-North Electric Traction Agreement.

V. EXCEPTION TO THE ACCELERATED PROVISIONS:

1. The Carrier shall have the option to not allow a Trainee Lineman to become a Class “A” Lineman as provided for in the accelerated provisions as contained in Article IV of this agreement before the three year training period is completed. In doing so, the Carrier must believe that the Trainee Lineman does not possess the required ability at that time to satisfy the requirements of a Class “A” Lineman. If the Supervisor takes this action, the Carrier will be required to provide a written statement to the affected Trainee Lineman as to the reasons why the Company does not consider the Trainee Lineman to be ready at that time to occupy Class “A” Lineman position.

2. The Company will be required to reevaluate the Trainee Lineman for a Class “A” Lineman position again within the next six months and every six months thereafter up to the completion of the three year training period. If a dispute arises concerning the Company’s evaluation, a claim or grievance may be progressed under Rule 4-P-1 of the Controlling Agreement.

VI. CERTIFICATION:

1. Upon successful completion of the Lineman Training, Metro-North will provide the Trainee Lineman with a certificate stating that he/she has successfully completed the Metro-North Training Program and that he/she is certified as a Class “A” Lineman. This condition shall
apply as well to the accelerated provisions as contained within Article IV of this agreement.

2. Upon request from current Class “A” Lineman, Metro-North will provide them with a certificate which certified that they are Metro-North Class “A” Lineman.

VII. SENIORITY ROSTER:

1. Trainee Lineman will be listed on their own seniority roster entitled “New Haven Overhead Line Department Electrical Trainee Lineman Seniority Roster” and will not be included on the “New Haven Overhead Lines Department Electrical Lineman’s Roster”. Upon completion of the training program as provided for in Article II and IV, the Trainee Lineman will be entered on the “New Haven Overhead Lines Department Electrical Lineman’s Roster” with the seniority date the Trainee started with as a Trainee Lineman.

VIII. SPECIFIC TRAINING:

1. Climbing School will be made available to Trainee Lineman within six months from the time they begin as Trainee Lineman.

2. “Pole Top” safety training will be made available to all Trainee Lineman and to all current Class “A” Lineman who request same providing manpower requirements can be satisfied. It shall not be the Company’s intent to deprive the employee from receiving “Pole Top” safety training.

IX. WORKING ALONE:

1. Class “A” Lineman will not normally be assigned to work alone except when they are performing track grounding. When the Lineman performs track grounding, other personnel will be in the area to provide protection from the Lineman.
X. OVERTIME:

1. Overtime will continue to be distributed in accordance with Local Overtime Agreements.

   The aforesaid provisions are agreeable to the Organization and the Carrier.

General Chairman
IBEW System Council No. 7

/s/Raymond Burney  11/19/99
Director - Labor Relations
MTA Metro-North Railroad
MEMORANDUM OF UNDERSTANDING

BETWEEN

MTA METRO-NORTH

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Representing

All Electrical Workers

The parties hereby agree to the following amendments and changes to the Collective Bargaining Agreement for the period January 1, 1999, through December 31, 2002.

This Memorandum of Understanding is subject to approval by the International office of the IBEW and to ratification by the membership of the International Brotherhood of Electrical Workers, and final approval by the Metropolitan Transportation Authority Board of Directors.
THIS AGREEMENT is made this 3rd day of June, 2002, by and between the Metro-North Commuter Railroad (“Metro-North”) and the employees represented by the International Brotherhood of Electrical Workers Union.

ARTICLE I – GENERAL WAGE INCREASES

SECTION 1 – FIRST GENERAL WAGE INCREASE

Effective January 1, 1999, all rates of pay irrespective of the method of payment (hourly, daily, etc.), in effect on December 31, 1998 shall be increased by two percent (2%).

SECTION 2 – SECOND GENERAL WAGE INCREASE

Effective January 1, 2000, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on December 31, 1999 shall be increased by three percent (3%).

SECTION 3 – THIRD GENERAL WAGE INCREASE

Effective January 1, 2001, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on December 31, 2000 shall be increased by three percent (3%).

SECTION 4 – FOURTH GENERAL WAGE INCREASE

Effective January 1, 2002, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on December 31, 2001 shall be increased by three percent (3%).
SECTION 5 – ELIGIBILITY FOR WAGE INCREASES

The January 1, 1999 retroactive wage payment shall be granted only to current employees for service performed in 1999, 2000, 2001 and 2002 and on a pro-rated basis for employees who, during 1999 or 2000 or 2001 or 2002: 1) retired; 2) died; 3) resigned while having a vested right to a pension under the Metro-North Defined Benefit Pension Plan; 4) were dismissed and subsequently reinstated or rehired with seniority restored.

ARTICLE II – DEFINED CONTRIBUTION PENSION PLAN

Effective January 1, 1999, Metro-North will increase the contribution made to the Defined Contribution Pension Plan for Agreement Employees for employees who have completed nineteen (19) years of service from four percent (4%) to seven percent (7%). The increased contribution will be effective the first full pay period following the employee’s nineteenth (19th) anniversary date.

ARTICLE III – DEFINED CONTRIBUTION PENSION PLAN BOARD OF PENSION MANAGERS

As soon as practicable Metro-North agrees to amend the Defined Contribution Pension Plan for Agreement Employees to provide for the appointment of a designee recommended by a Committee comprised of representatives from each of the certified labor organizations at Metro-North as a voting member of the Board of Pension Managers.
ARTICLE IV – DOMESTIC PARTNERS

Metro-North will offer Domestic Partner coverage in accordance with Metro-North’s Policy concerning Domestic Partners, as it may be amended.

ARTICLE V – LIFE INSURANCE

As soon as permissible under the terms of Metro-North’s Group Life Insurance for active employees provided by Metro-North will be increased from $28,000.00 to $100,000.00. The estate of active IBEW represented employees who have died during the term of this Agreement shall receive the additional $72,000.00.

ARTICLE VI– HEALTH INSURANCE OPT-OUT INCENTIVE PROGRAM

Metro-North will offer participation in the Opt-Out Incentive Program, commencing July 1st, 2002, to eligible employees on the same terms and conditions as offered to non-represented employees. However, eligible employees will receive seventy-five percent (75%) of the current incentive payment. (Pro-rated to account for other than January 1st enrollment.)

Thereafter, participation in the Opt-Out Incentive program shall be offered on the same terms and conditions as it is provided to non-represented employees, as it may be amended, to active employees covered by this Agreement. The current program provides for full year payments of $1100 for opting out
of family coverage and $550 for opting out of individual coverage.

ARTICLE VII– DENTAL BENEFITS

As soon as permissible under Metro-North’s insurance plan, Metro-North shall provide to active members’ dental benefits at the same level of benefit as provided to non-represented active Metro-North employees.

Should the active non-represented employee benefit levels or coverage for dental benefits substantially change in the future, either Metro-North or the IBEW may re-open negotiations on the impact of that change. If the parties cannot mutually agree to resolve the dispute within ninety (90) days, the issue of the mitigation of the impact of the substantial change will be submitted to binding arbitration.

ARTICLE VIII – HEARING AIDS

As soon as practicable Metro-North shall provide to all active members’ hearing aid coverage in the amount of $1,000 every thirty-six (36) months.

ARTICLE IX – FLEXIBLE SPENDING ACCOUNT

Effective January 1, 2003, employees represented by the IBEW will be eligible to participate in the MTA sponsored Flexible Spending Account in accordance with the terms of the plan already established. Future changes to this plan are not subject to collective bargaining.
ARTICLE X – WORK RULES

SECTION 1 – MANDATORY DIRECT DEPOSIT OF PAYCHECK

All employees represented by IBEW will participate in Metro-North’s payroll direct deposit program. Exceptions will be made only by agreement between the General Chairman and the Director – Labor Relations. Employees granted an exception will not be allowed time during their tour of duty to cash their paycheck.

SECTION 2 – NOTICE OF DISPLACEMENT

Modify Rule 3-C-3, as follows:

(e) 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 one hour 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.

The Company shall have the option of withholding the employee exercising his seniority from service in the event he does not provide the notice required hereunder and there are no vacancies on the shift and at the location the employee is seeking to exercise his seniority which that employee is qualified to work. If such a vacancy does exist, that employee will be assigned to temporarily fill it for the day.
When an employee’s position is abolished or permanently filled by another employee during his absence on consecutive rest days, vacation, leave of absence, suspension, 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 or vacation days and his position has been permanently filled by another employee effective the day of his return, and he was not notified prior to the end of his tour of duty on the work day preceding such rest days or vacation.

2. When returning from leave of absence, sickness (5 days or more) or disability, suspension and he provides forty-eight (48) hours notice of his return but is not notified that his position will be permanently filled by another employee on the date of his return prior to the end of the last tour of duty of the position prior to his return.

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 or local overtime agreement.
ARTICLE XI – MORATORIUM

(1) The Agreement shall be effective January 1, 1999 and shall remain in effect through December 31, 2002 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(2) The parties to this agreement shall not serve nor progress prior to July 3, 2002 (not to become effective before January 1, 2003) any notice or proposal for the purpose of changing agreements.

Unless otherwise specified above, all provisions of this agreement shall become effective immediately after ratification of the International Brotherhood of Electrical Workers membership and the approval of the Metropolitan Transportation Authority Board.

This Memorandum of Understanding is subject to approval by the International Office of the IBEW and to ratification by the membership of the IBEW and final approval by the Metropolitan Transportation Authority Board of Directors.

FOR THE INTERNATIONAL FOR METRO-NORTH BROTHERHOOD OF ELECTRICAL WORKERS

/s/RICHARD L. LOMBARDI /s/RAYMOND BURNEY
General Chairman Director - Labor Relations