AGREEMENT

BETWEEN

MTA METRO-NORTH COMMUTER RAILROAD

AND

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES (T-C DIVISION) (BRACTC)

EFFECTIVE: JANUARY 1, 1995 - DECEMBER 31, 1998
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PREAMBLE

The provisions set forth in this Agreement and its Appendices shall constitute an Agreement between the MTA Metro-North Commuter Railroad and its employees represented by the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees (T-C Division), and shall govern their hours of service, working conditions and rates of pay.

RULE 1 - SCOPE

(a) These rules shall govern the hours of service, working conditions and rates of pay for those employees who are engaged in the performance of work on positions within the scope of this Agreement, as classified below:

- Agent Operators
- Assistant Field Terminal Supervisors
- Assistant Managers - Telegraph Office
- Assistant Tower and/or Train Directors
- Assistants to Train Director
- Assistant Wire Chiefs
- Block Operators
- CTC and/or TCS Machine Operators
- Field Terminal Supervisors
- Freight Agents
- Levermen
- Managers - Telegraph Office
- Operator Clerks
- Operator - Bridge Tenders
- Operator - Switchtenders
- Printer Operators
- Telegraphers - Telephoners
- Telephone Operators (except Switchboard Operators)
- Ticket Agents
Tower and/or Train Directors
Towermen
Traveling Representatives
Wire Chiefs

(b) The title or a position shall be determined by the preponderance of the duties assigned to such position.

(c) The work of the craft or class of station, tower and telegraph service employees shall include, but is not limited to, the transmission and/or reception by telephone, telegraph, radio, microwave or any other means of communication which relates to or affects the control or movement of trains or safety of passengers, as well as any communication of record.

The work of transmitting or receiving by means of telegraph, telephone, radio, teletype, microwave or any other means of communication, the information shown on a graphic recorder used for detecting hot boxes shall be performed by employees covered by this Agreement.

(d) Positions or work within this Rule 1 - Scope shall not be removed from the application of rules of this Agreement except by agreement between the parties signatory hereto.

(e) When a position covered by this Agreement is abolished, the work assigned to such position which remains to be performed will be reassigned to other positions covered by this Agreement.

(f) Work covered by this Scope Rule which is incident to and directly attached to the primary duties of an employee not covered by this Agreement may be performed by such employee provided the performance of such work does not involve the preponderance of the duties of such other employee. Nothing in this paragraph (f) will permit the abolishment of a
position under this Agreement and the transfer of work of that position to an employee not covered by this Agreement.

(g) Positions of the Station, Tower and Telegraph Service Employees formerly referred to in Appendix No. 2 of the Conrail TC Division Rules Agreement effective July 1, 1979, which were partially excepted from the application of the Conrail TC Division Rules Agreement, shall be fully covered by all the rules of this Agreement. This shall not be construed to preclude the General Chairman and proper Carrier official from entering into written agreements partially excepting stipulated positions from applications or specified rules.

(h) All ticket selling work and all work related to ticket selling formerly performed on Conrail by employees of the Station Tower and Telegraph Service Craft or Class is included in and covered by this Rule 1.

(i) Work assigned to a fully covered position shall not be removed and assigned to a partially excepted position or fully excepted position. Work assigned to a partially excepted position shall not be removed and assigned to a fully excepted position, except by agreement between the General Chairman and the Company.

**RULE 8 - TIME IN WHICH TO QUALIFY - TRAINING**

(a) Employees awarded bulletined positions or exercising displacement rights will be allowed a reasonable length of time in which to qualify, as agreed to by the Local Chairman and the designated officer of the Company. An employee who fails to qualify will return to his former position, unless during his absence that position was abolished or acquired by a senior employee, in which case he will exercise his seniority under Rule 16(a). Employees affected by such return will exercise seniority in the same manner. The time to
qualify may be extended by agreement between the Local Chairman and the designated officer of the Company.

(b) When it is evident that an employee will not qualify for a position, after conference with the Local Chairman, he may be removed from the position before the expiration of the qualifying time. Such employee will return to his former position unless during his absence that position was abolished or acquired by a senior employee, in which case he will exercise his seniority under Rule 16(a). Employees affected by such return will exercise seniority in the same manner.

(d) Employees directed by the Company to train another employee, who either was awarded or exercised displacement rights to a position, shall be paid in addition to their regular rate, the amount of $3.00 per hour, as an instructor rate. This instructor rate shall be subject to all subsequent general wage increases.

(g) The Company shall have the right to require an employee who has been displaced by a senior employee to remain on his former position as a trainer to train the senior employee who made the displacement. Such employee will be compensated in addition to the rate of the position involved the instructor rate provided for in paragraph (d) of this Rule. The trainer’s bumping period under Rule 16(a) will not commence until he is released from the training assignment. Such trainer’s duties during this period so held will be confined solely to training the new incumbent who made the displacement. Prior to the trainer’s release, such employee will be considered as a regularly assigned employee in the application of the Rules of this Agreement.
RULE 15 - ABOLITION OF POSITIONS AND ASSIGNMENT OF WORK

(a) In any case where the Company assigns, allocates, reassigns, reallocates or consolidates work to any location, facility or position and as a result thereof the number of employees (other than extra positions) will be permanently reduced by abolishment, the Director Labor Relations will notify the General Chairman in writing not less than fifteen (15) days prior to such abolishment. The Local Chairman will be given a copy of the notice. Such notification should take the form of full disclosure of all the facts and circumstances bearing on the discontinuance of the position. During the fifteen (15) day notice period, the General Chairman or his representative shall have the right, at his option, to meet with the Director Labor Relations in joint discussion of the manner in which and the extent to which employees represented by the organization may be affected by the changes involved, with a view to avoiding grievances and minimizing adverse effects on the employees involved.

The Company will notify the employee occupying any position to be abolished not less than five (5) working days in advance of such abolition, except as provided in (b) and (c) of this Rule.

(b) 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 (c) 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. If any employee works any portion of the day he will be paid in accordance with existing rules.

(c) 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.

**RULE 16 - DISPLACEMENT RIGHTS**

(a) An employee, whose position is abolished or who is displaced from his permanent position, shall exercise seniority to positions covered by this Agreement within his thirty (30) mile zone, as defined in Rule 5(b), within ten (10) calendar days or forfeit all seniority, except as provided in Rule 10, or in case of personal illness, vacation or unavoidable causes, the ten (10) calendar day period will be extended proportionately to the extent of such absence. An employee entitled to exercise seniority in accordance with the foregoing, but who is unable to do so due to the fact that no position is available, will be considered furloughed. An employee will not be permitted to exercise his seniority on positions covered by the BRAC Clerks Agreement if he is able to exercise such seniority on a position covered by this Agreement that is within his thirty (30) mile zone.

(b) An employee will not be considered as having been displaced until the employee making the displacement is qualified in accordance with the provisions of Rule 8.
RULE 18 - RETENTION OF SENIORITY

(d) Effective January 1, 1983 employees appearing on the BRAC Roster will be placed on the TC Division roster in order of their relative standing on the BRAC Roster and assigned a TC Division Roster seniority date of January 1, 1983.

Effective January 1, 1983 employees appearing on the TC Division Roster will be placed on the BRAC Roster in order of their relative standing on the TC Division Roster and assigned a BRAC Roster date of January 1, 1983.

Thereafter, newly hired employees covered by either the BRAC Agreement or BRAC-TC Division Agreement will appear on both rosters.

A TC Division employee awarded a Clerical position and subsequently obtaining an exercise of seniority through displacement, abolishment or disqualification may, consistent with his qualification, exercise his seniority to any clerical position held by a junior employee. If the employee elects to return to a TC Division position he shall return to his former TC Division position if available to him or displace any position bulletined during the period he worked as a clerk, which was awarded a junior employee. If his former TC Division position was abolished or filled by a senior employee he shall then be entitled to full displacement rights. This restriction will not apply to a TC Division employee who initially obtains a clerical position as a result of a displacement. Nothing in this paragraph shall be construed to limit an employee’s right to bid to Clerical positions in accordance with that Rule’s Agreement.

A Clerical employee awarded a TC Division position and subsequently obtaining an exercise of seniority through displacement, abolishment or disqualification may, consistent with his qualification, exercise his seniority to any TC Division
position held by a junior employee. If the employee elects to return to a Clerical position he shall return to his former clerical position if available to him or displace any position bulletined during the period he worked on a TC Division position, which was awarded a junior employee. If his former Clerical position was abolished or filled by a senior employee he shall then be entitled to full displacement rights. This restriction will not apply to a Clerical employee who initially obtains a TC Division position as a result of a displacement. Nothing in this paragraph shall be construed to limit an employees right to bid TC Division positions in accordance with that Rules Agreement, except that only those Clerical and TC Division employees who have previously qualified on any Tower position will be awarded a Tower Director's position in accordance with Rule 5.

A TC Division employee will not be required to exercise seniority to a clerical position as a condition of maintaining his seniority. Nor will a clerical employee be required to exercise seniority to a TC position as a condition of maintaining his seniority. A furloughed Clerical employee working in the TC Division shall be considered a furloughed clerical employee subject to recall under Rule 5(b). Likewise a furloughed TC employee working as a clerk shall be considered a furloughed TC employee subject to recall under Rule 5(b). In either case if such employee is recalled under the provision of Rule 5(b) he shall not forfeit his seniority if he elects to remain working in the other craft and he shall not thereafter be subject to Rule 5(b).

(f) (1) When additional train dispatchers are needed for a division train dispatching office, an informative notice stating the number of men needed will be included in the appropriate regular bulletin notices for the information of employees headquartered within the territorial limits of such division. Employees who desire to qualify shall advise
the Division Superintendent or his designated representative in writing, copy to the Division Chairman, within seven (7) days after the date of the notice.

(2) A reasonable number of the senior employees who comply with the provisions of the above paragraph will be promptly notified and if they have the necessary aptitudes and qualifications, they will be given a reasonable length of time to qualify for train dispatching service. Employees selected to qualify for train dispatching service will be paid therefore at the rate of their regular position or, if an extra man, at the rate of the lowest rated position protected by the extra list to which he is assigned. After employees have properly qualified but have not performed actual train dispatching service and, therefore, have not established a dating on the dispatchers' seniority roster, the senior of such employees who have qualified shall be the first employee to be used if practicable to do so. In all cases the Division Superintendent will be the judge of aptitudes and qualification, as well as the length of time within which to qualify.

(3) In the event no applications are received or employees fail to qualify, employees of other divisions who have qualified as train dispatchers but who have not performed compensated service as such and who make application will be given preference over employees of other crafts or non-employees.
(4) When an employee has qualified as a train dispatcher, he and the Division Chairman will be so advised.

**RULE 31 - ABSORBING OVERTIME - DIVERSION**

(b) Regular assigned employees will not be required to perform service on other than their regular positions except in emergencies. When they are required to perform service on other than their regular positions, they will be paid the rate of the position they fill, but not less than the rate of their regular position and will be allowed actual necessary expenses while away from their regular positions. Regular assigned employees, diverted to perform service on other than their regular positions during their shift (either first, second or third) shall receive an additional three (3) hours at the straight-time rate and will be reimbursed for only necessary additional expenses.

(c) Employees required to perform service under the provisions of this Rule shall retain the rest days assigned to their regular positions and if required to perform service on such rest days they shall be paid at the rate of time and one-half, except as provided in Rule 22.

(d) Regular assigned employees diverted under this Rule shall be paid at the time and one-half rate for all time worked outside of the assigned hours of their regular position.

(e) In no case will less than one (1) day's pay be allowed for each twenty-four (24) hours held out of their regular positions or away from home station.

**RULE 32 - 40 HOUR WORK WEEK**

(h) Where the nature of the work to be performed is intermittent, (i) assignments may be established, as set forth
more specifically below, requiring an employee to work at the same location eight (8) hours in two segments (with one segment not to exceed five (5) hours) within a spread of not more than twelve (12) hours, and (ii) employees will be paid for all time between the two segments at one-half the straight-time rate. Such assignments may be made at the one-man stations outside of Grand Central.* Also, one (1) such assignment may be established at each of the five following stations or locations: Rye, Greenwich, Stamford, Bridgeport and New Haven, provided that such an assignment cannot be made at such a station if it would mean that such an assignment is also being done by a BRAC employee at such station and further provided that no work assignment can be established at any other station or location other than those identified in this paragraph (h).

*These stations are:

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RULE 33 - MEAL PERIOD

(a) Meal period as provided for in paragraph (b) of this Rule shall be regularly assigned as shown on bulletin.

(b) Where but one shift is worked, employees will be allowed a meal period of not less than thirty (30) minutes nor more than sixty (60) minutes between the ending of the fourth hour and the beginning of the seventh hour after going on duty for meals. If the meal period is not afforded within the allowed or agreed time limit and is worked, the meal period shall be paid for at the straight time rate and thirty (30) minutes, with pay, in which to eat shall be afforded at the first opportunity.

(c) If the meal period is not afforded, it shall be paid for at the straight time rate and a period of thirty (30) minutes shall be allowed in which to eat at the first opportunity, without deduction in pay. If after having worked his assigned meal period, the employee is not permitted to take time to eat, he shall be paid thirty (30) minutes at time and one-half rate in addition to the eight (8) hours paid at the regular rate and the time paid for his meal period.

(d) Where two or more shifts are worked, if practical to do so, employees will be allowed twenty (20) minutes for meal between the ending of the fourth hour and the beginning of the seventh hour of duty without deduction in pay.

RULE 40 - TRAVEL TIME - EXPENSES
(b) Employees who are required in the course of their employment to be away from their headquarters point as designated by the Company, including employees filling relief assignments or performing extra or temporary service shall be compensated as follows:

(1) When employees are required to work outside the city, town or general railroad area that encompasses their headquarters point and are not authorized by proper official to return to their headquarters point on any given day, they will receive an expense allowance of $9.00 per day in lieu of any other allowance relating to travel time, transportation, meals or lodging. This will not apply to extra employees who are covering vacancies at locations in excess of a 60 mile radius from their headquarters point nor to regular assigned employees diverted under Rule 31.

(2) An employee in such service shall be furnished with free transportation by the Company in traveling from his headquarters point to another point, and return, or from one point to another. If such transportation is not furnished, he will be reimbursed for the cost of rail fare if he travels on other rail lines, or the cost of other public transportation used in making the trip. If he has an automobile which he is willing to use and the Company authorizes him to use said automobile, he will be paid an allowance of twenty-three cents (subject to mileage increases), for each mile in traveling from his headquarters point to the work point, and return, or from one work point another.

(3) An employee traveling by authorized commercial
transportation from his headquarters point to the work site and return will be paid for the actual time en route and in addition shall be paid for all waiting time at the work site in excess of two (2) hours, at the straight time rate of the position to be worked. "Time en route" does not include any time at headquarters. If the traveling is by private automobile, time allowance shall be computed on the basis of two (2) minutes per mile, based on the shortest highway mileage between the headquarters point and the work site.

(c) Employees who are authorized to use their private automobile for shelter at outlying points will be allowed nine (9) dollars expenses per day for each day so used.

RULE 68 - TRAIN MOVEMENT

(a) (1) The Company shall have the right to assign work on Centralized Traffic Control ("CTC"), TCS or other equipment used for the purpose of controlling and/or diverting train movements to employees outside of the T-C Division.

(2) The handling of train orders is not included in the above. The T-C Division retains the right to such work as per Rule 69 - TRAIN ORDERS of this Agreement.

(b) In exchange for the right to assign work as per subsection (a) 1. the Company will not furlough a Present T-C Division Employee, as defined in subsection (c), but shall provide such employee with employment in a position available in the exercise of seniority in the T-C Division or Clerks Crafts, without regard to whether such position is within said
employee’s 30 mile zone.

(c) A "Present T-C Division Employee" is any employee whose name appeared on the T-C Division seniority roster as of January 1, 1983.

(d) In order not to be furloughed, a Present T-C Division Employee will be required to take a T-C Division position available in the exercise of seniority, or will be required in inverse seniority order to take a Clerks position, provided that the Clerks Rules are otherwise complied with, even if the T-C Division position or the Clerks position is not within the thirty (30) mile zone of the present T-C Division Employee. Notwithstanding the preceding, in the event there are no positions available to said employee, said employee will be compensated a guaranteed payment of forty (40) hours pay for each week thereafter (pursuant to the terms and conditions of this Rule) at the rate of $85.44 per workday (subject to rate increases under this Agreement, and not to exceed payment for five workdays in any work week). In the event there are no positions available to an employee beginning on a day other than the first day of his work week, he will receive guaranteed payment at the rate of $85.44 per workday for the remainder of that work week, and for each week thereafter, subject to the terms and conditions of this Rule.

(e) A Present T-C Division Employee who is unable to exercise seniority to a T-C Division position, and who is therefore required to take a Clerks position will be paid at the rate of the Clerks position taken or $85.44 per day, whichever is higher (subject to rate increases under the terms of these agreements).

(f) A Present T-C Division Employee shall have seniority in the Clerks Craft, and such seniority shall commence as of January 1, 1983. The seniority order of such employees
for Clerks positions shall be their relative standing on the T-C Division Seniority Roster.

(g) The protection afforded by this Rule to a Present T-C Division Employee will terminate upon that employee's death, resignation, retirement, forfeiture of seniority as provided by the Rules of this agreement, or dismissal for cause (except if restored to service) and shall be temporarily suspended for reasons such as disciplinary suspension for cause (except where such suspension is subsequently ruled improper), failure to work due to illness or disability, temporary force reductions under emergency conditions such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute between the Company and any of its employees, or failure to retain or obtain a position in the T-C Division or Clerks Crafts available by the exercise of seniority rights including any position located outside the employee's mile (30) mile zone.

(h) A Present T-C Division Employee receiving compensation under paragraph (d) or working in the Clerks Craft shall be considered the same as working in the T-C Division with respect to all benefits derived from the T-C Division Rules Agreement, such as, but not limited to, Vacation, Holidays, Health and Welfare, Sick Leave, etc.

(i) Present T-C Division Employees who do not wish to be assigned by bid and/or displacement on T-C Division positions outside their thirty (30) mile zone and/or do not wish to be assigned to a clerk's position inside or outside the thirty (30) mile zone shall have their protection afforded by the provisions of this Rule temporarily suspended, subjecting themselves to furlough, and shall be subject to recall in accordance with Rule 5 of the T-C Division Rules Agreement. Such a furloughed employee shall have the right to bid on any position available to him while so furloughed. Upon awarding of a position to such employee he shall resume his protection afforded by this Rule.
RULE 69 - TRAIN ORDERS

(a) No employee other than covered by this Agreement and train dispatchers will be permitted to handle train orders except in cases of emergency.

(b) If train orders are handled at stations or locations where an employee covered by this Agreement is employed but not on duty, the employee, if available or can be promptly located, will be called to perform such duties and paid under the provisions of Rule 21; if available and not called, the employee will be compensated as if he had been called.

(c) Emergencies as specified in the preceding paragraphs of this article shall include only casualties or accidents, storms, engine failures, wrecks, obstructions to tracks, washouts, tornadoes, slides, or unusual delays that could not have been anticipated by the dispatcher within the hour after the emergency or when the train was at the last previous open telegrapher office, whichever is longer and which would result in serious delay to traffic.

(d) With reference to N.R.A.B. Third Division Award No. 14407 and Awards Nos. 70, 83 and 97 of Special Board of Adjustment No. 421, the Company will accept with respect to its system the principles set forth by the Third Division or the Special Board in these cases unless otherwise provided in this Rule 69.

(e) It will not be considered a violation of this Agreement when an employee other than an employee covered by this Agreement copies a Form M, Form K, or Line-up Form T-177 as such forms are shown in The Rules for Conducting Transportation.
(f) It will not be considered a violation of this Agreement when an employee at any location uses a telephone or radio to contact an open block station or the employee who controls a secondary or running track in order to obtain or clear the block, report clear of or get permission to use the main, secondary or running track, cross from one main track to another, etc.

RULE 70 - HOURS OF SERVICE

Eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work at offices where only one (1) shift is worked. At offices where more than one (1) shift is worked, eight (8) consecutive hours, including meal period, shall constitute a day's work.

RULE 71 - RULES EXAMINATION

When an employee is directed by the Company to report for a rules examination, he will be reimbursed by the Company for any reasonable traveling expenses incurred and shall be compensated for any time lost as a result of taking such an examination and shall be paid straight time for any additional time involved outside of his regular assigned hours, including time spent traveling to an from the point of examination. If the Company requires that the examination be taken on the employee's rest day, he shall be paid a minimum of eight (8) hours' pay at the straight time rate.

RULE 72 - AUDITING OF AGENCY

An employee shall not be required to suffer any loss in compensation by reason of the auditing of an agency when the regular incumbents of such agency are changed.

RULE 73 - HANDLING OF MAIL
When the handling of mail and parcel post becomes unduly burdensome for an employee or interferes with the proper operation of trains, the question of providing assistance will be a matter for negotiation between the Local Chairman or General Chairman and the designated officer of the Company.

**RULE 74 - CLEANING LAMPS**

Except in cases of emergency, employees shall not be required to clean semaphore or switch lamps at points where there are other employees available to perform such work.

**RULE 75 - CROSSING PROTECTION - HANDLING SPECIAL EQUIPMENT**

(a) Positions that require employees to protect crossings either by gates, manually, operate flashers, or hand signals will be allowed additional compensation for each crossing at the rate of $1 per day to be added to the basic rate of said positions.

(b) Positions that require employees to care for switch lamps, signal lights, steam-gasoline-electric pumps and/or responsible for maintenance of such pumps will be allowed additional compensation at the rate of $2 per day to be added to the basic rate of said position.

(c) Positions that require employees to operate and/or handle high tension equipment will be allowed additional compensation at the rate of $2 per day to be added to the basic rate of said position.

(d) When the duty of hand thrown switches are assigned to any position, the employees will be allowed an additional $2 per day.
NOTE: The specified amounts in paragraphs (a), (b), (c) and (d) will be increased with all general wage increases.

RULE 77 - TRADING ASSIGNMENTS - EMPLOYEES

(a) Employees shall not be permitted to trade assignments, except in accordance with an agreement, in writing, between the Local Chairman and the designated officer of the Company granting such permission in each instance. Permission shall not be granted to trade assignments for a period in excess of ninety (90) days.

(b) It is understood that the trading of assignments shall, in no event, cause additional expense to the Company.

RULE 78 - PAYROLL CLASSIFICATION

When a position covered by this Agreement is designated by a payroll classification which does not conform to the list of positions covered by this Agreement, such position shall be properly designated in accordance with such list.

RULE 79 - PREMISES - ORDERLY CONDITION OF

(a) Consistent with the help available, agents shall be relieved of shoveling snow, scrubbing floors and cleaning windows and outbuildings. They shall, however, be expected to keep their station and surroundings in a neat and orderly condition.

(b) Employees, other than agents, shall be relieved of scrubbing floors, shoveling snow, mowing lawns, and cleaning windows, batteries and outbuildings, when such work interferes with the proper performance of their other duties, but they shall
be expected to keep their offices in a neat and orderly condition.

**RULE 80 - TIME VOUCHERS FOR EMPLOYEE LEAVING SERVICE**

An employee leaving the service of the Company shall promptly be given a time voucher covering all time due after the termination of his service.

**RULE 81 - EXCEPTION TO RULE**

(a) Except as otherwise provided, exceptions to any Rule or Rules in this Agreement will be made only by agreement, in writing, between the parties signatory hereto.

(b) The written contract, as agreed to by the parties, will be the sole statement of the terms and conditions of employment with Metro-North.

**RULE 82 - APPENDICES**

It is understood and agreed that the following appendices are made part of this Agreement and shall remain in full force and effect until changed or modified under the provisions of the Railway Labor Act, as amended:

Appendix No. 11 - Article VIII – Mediation Agreement
May 29, 1990

Mr. Howard W. Randolph, Jr.
General Chairman – TCU
1522 Locust St.
Philadelphia, PA 19102

Re: New Haven Assistant Station Master Positions

Dear Sir:

This will confirm an understanding reached with your Organization regarding the problem of filling Assistant Station Master positions in New Haven, Connecticut. In order to alleviate this recurring problem, the following terms have been agreed to:

1. Only those clerks having previously qualified as Assistant Station Masters, Train and Engine Crew Dispatchers with at least one (1) year experience, and Operating Department Clerks with at least one (1) year experience will be allowed to bid and/or displace on Assistant Station Master positions.

2. TC Division employees who are qualified as Block Operators will be allowed to bid and/or displace on Assistant Station Master positions in accordance with Rules 4, 5, 8 and 16 of the Clerical Agreement.
3. TC Division employees bidding and/or displacing on Assistant Station Master positions will only be entitled to use their TCU clerical seniority date.

4. TC Division employees will not be required to exercise their seniority to an Assistant Station Master position as a condition to maintaining his TC Division or Clerical seniority.

If the above correctly reflects the understanding reached, please indicate your concurrence by signing below and returning a copy to my office.

Very truly yours,

/s/Raymond Burney
Director – Labor Relations

I Concur:

____________________________
/s/Howard W. Randolph, Jr.

cc: R. H. Barnard

bc: R. Sinigiani
    M. Kiniry
August 14, 1990

Mr. Howard W. Randolph, Jr.
General Chairman – TCU
1522 Locust St.
Philadelphia, PA 19102

Re: Danbury and Wilton Agent/Operators

Dear Sir:

This letter confirms our understanding reached pursuant to the recently ratified TCU and TCU-TC Collective Bargaining Agreements with respect to the Danbury and Wilton Agent/Operators.

As agreed, the Danbury and Wilton Agent/Operators will be covered by the TCU Agreement. The effective date for such transfer of craft was January 26, 1990. The two (2) Agent/Operators who transferred crafts moved with their TC seniority date. Furthermore, those two positions will continue to maintain the responsibility for Train Orders, along with any
other applicable provisions of the TCU-TC Agreement that pertained to the Danbury and Wilton Agent/Operator positions.

Very truly yours,

/s/Raymond Burney
Director – Labor Relations

I concur:

________________________________
/s/H.W. Randolph
General Chairman – TCU

cc: R. Scardelletti