

AGREEMENT

BETWEEN

MTA METRO-NORTH COMMUTER RAILROAD

AND THE

ASSOCIATION OF COMMUTER RAIL EMPLOYEES

REPRESENTING

YARDMASTERS AND ASSISTANT YARDMASTERS

AND

STATIONMASTERS

EFFECTIVE: JANUARY 1, 1995 – DECEMBER 31, 1998

ACRE YM – DIVISION 1
TABLE OF CONTENTS

<u>Rule No</u>	<u>Subject</u>	<u>Page</u>
	Scope	1
	Definitions.....	1
1	Work Week - Full-Time Employees	3
2	Work Location	3
3	Seasonal Employees	4
4	Extra and Relief Positions.....	4
5	Incidental Work	4
6	Marking Up/Off	5
7	Overtime	5
8	Work Before Bulletined Hours	6
9	Calls Not Contiguous With A Tour of Duty	6
10	Advertising and Bidding	7
11	Qualifications	8
12	Seniority	9
13	Right of Protest.....	9
14	Protection of Seniority – Promotions	10
15	Exercising Seniority.....	11
16	Force Reduction/Job Abolishment.....	12
17	Furloughed Metro-North Employees.....	13
18	New Employees	13
19	Training	14
20	Allowances	14
21	Shortages and Overpayments	15
22	Impartial Arbitration	15
23	Hearings, Investigations, Disciplinary Procedures	16
24	Claims for Compensation.....	19
25	Presentation of Claims for Compensation	19
26	Determination of Physical Fitness	22
27	Disabled Employee Placement.....	23
28	Health and Welfare Programs	23
29	Sick Leave Allowance	25
30	Vacations and Personal Leave	28

<u>Rule No</u>	<u>Subject</u>	<u>Page</u>
31	Holidays.....	36
32	Bereavement.....	38
33	Jury Duty.....	38
34	Attending Court as Witness.....	38
35	Leave of Absence.....	38
36	Union Representative.....	39
37	Bulletin Boards.....	39
38	Special Assignments.....	40
39	Dues Deduction.....	40
40	Union Shop.....	43
41	Compensation.....	43
42	Assignment to Other than Regular Positions.....	44
43	Assistant Yardmaster - Supervision of.....	44
44	Non-Discrimination.....	44
45	Notice of Change.....	45
46	Defined Contributions Pension Plan.....	45
47	401(k) Plan.....	46
48	Connecticut Participating Provider Committee.....	46
49	Domestic Partners.....	46
50	Mandatory Direct Deposit of Paycheck.....	46
51	Contract Contains All Terms.....	46
	Moratorium.....	47

<u>Appendix No.</u>	<u>Subject</u>	<u>Page</u>
1	Cost Containment Measures.....	48
Attachment A	Union Dues Authorization.....	49
Attachment B	Employee Deduction Authorization.....	50
Attachment C	Wage Assignment Revocation.....	51
	October 19, 1994 Letter Re: Establishing Committee for New Hire Training Programs.....	52
	December 4, 1995 Letter Re: Introducing the TMIS System.....	53
	January 13, 2000 Letter Re: Yardmaster Classification.....	54

SCOPE

The provisions set forth in this Agreement shall constitute an Agreement between Metro-North Commuter Railroad and its yardmasters and those stationmasters and assistant stationmasters represented by the Association of Commuter Rail Employees and shall govern the hours of service, working conditions and rates of pay of the representative positions and employees classified herein.

Where yardmasters and stationmasters are employed they will report to and receive their instructions and directions, if any, from the superintendent, trainmaster or other designated official, and shall have jurisdiction over all employees in their assigned territory involved in yard operations and will direct yard operations, make up and movement of trains, engines and cars therein, including all industrial switching. Within the territory assigned, a yardmaster must determine:

Crews report for duty with prescribed number of employees at the appointed times;

Employees properly discharge their duties;

Trains are made up correctly and promptly moved at the times prescribed;

Cars and engines are handled carefully; and in conjunction with the foregoing, yardmasters will plan, coordinate and effect economical operation, seeing there is full compliance with operating and safety rules.

DEFINITIONS

The term "Yardmaster" shall include yardmaster and assistant yardmaster.

The term "Regular Yardmaster" means an employee holding an advertised position other than an extra list position.

The term "Extra Yardmaster" means an employee assigned to a yardmaster extra list.

The term "Assistant Yardmaster" means an employee who reports to and assists the yardmaster on the same track.

The term "Stationmaster" shall include Stationmaster and Assistant Stationmaster.

The term "Extra Stationmaster" means an employee assigned to a Stationmaster extra list.

The term "Unassigned Yardmaster" means an employee with yardmaster seniority who does not hold an advertised yardmaster position.

The term "Substitution Yardmaster" means an employee who has made known, in writing (a copy to Division Chairman), his desire to become a yardmaster, but who has not acquired seniority.

The term "Unassigned Stationmaster" means an employee with Stationmaster seniority who does not hold an advertised stationmaster position.

The term "Substitute Stationmaster" means an employee who has made known, in writing (copy to Division Chairman), his desire to become a Stationmaster, but who has not acquired seniority.

Except as otherwise specified, all reference to number of days means calendar days.

The term "duly accredited representative" as used in this Agreement, unless otherwise specifically designated, shall be understood to mean the regularly constituted committee, or any

members thereof, or any officers of the organization signatory hereto.

The terms "Carrier", "Company" or "Metro-North" all mean Metro-North Commuter Railroad.

The term "Conrail" means the Consolidated Rail Corporation.

RULE 1 - WORK WEEK FULL-TIME EMPLOYEES

(a) The work-week for regularly assigned, full-time employees shall be forty (40) hours, consisting of any five (5) days of eight (8) hours work. The starting time and quitting time of assignments or shifts will be established by the Carrier, except that no shift may be scheduled to start between midnight and 6 a.m., unless such scheduling is agreed to by the General Chairman and the Carrier.

(b) Where the nature of work to be performed is intermittent, assignments may be established requiring employees to work eight (8) hours within a spread of not more than ten (10) hours. The Carrier may schedule not more than two (2) periods of work, for example of four (4) hours each, with one (1) period of time in which the employees will not be working, for example of two (2) hours. For such assignments, employees will be paid at the straight time rate, not overtime rate, for the periods of work, and at a rate equal to fifty percent (50%) of the applicable straight time rate for the period in which they are not working.

RULE 2 - WORK LOCATION

(a) Locations at which employees will go on and off duty and at which they will perform work will be as established by the Carrier.

(b) Compensation for all work performed will commence and end for employees at their assigned work

location, except as Carrier may otherwise authorize the payment of travel time to or from the work site.

RULE 3 - SEASONAL EMPLOYEES

Employees may be hired to perform seasonal work.

RULE 4 - EXTRA AND RELIEF POSITIONS

(a) The Carrier shall determine the need for the number of employees necessary to cover and work on extra or relief positions.

(b) The Carrier shall have the exclusive right to maintain and adjust the size of the extra list. The provisions of Rule 16 (Force Reduction/Job Abolishment) do not apply to Extra List positions.

(c) Employees assigned to or covering extra or relief positions will be paid for forty (40) hours of work at the straight time rate and will receive holiday pay on the same terms as other employees.

(d) The rest days for extra work will be consecutive. The Carrier shall have the exclusive authority to determine the work days for a position. Once an employee is assigned a rest day, the following day shall be designated as a rest day as well.

RULE 5 - INCIDENTAL WORK

(a) Yardmasters may be required to perform any work of their craft when so instructed.

(b) Where work on a job calls for the performance of an incidental amount of work of another craft, other than serving as engineers, Yardmasters will, if so instructed, perform such incidental work, provided the time normally associated with the performance of such incidental work shall not represent the preponderant job functions of the work being performed.

RULE 6 - MARKING UP/OFF

(a) Employees shall not absent themselves from their assigned positions for any reason without first obtaining permission from their supervisor, at least (8) eight hours prior to the time they are required to report for duty.

(b) In cases of sickness, emergencies, or when their supervisor cannot be located, they shall notify a supervisor or another person in authority as soon as possible as to the reasons for a need to absent themselves from duty.

(c) Except as may be waived by Carrier due to extenuating circumstances, once an employee has marked off duty, that employee must notify the Carrier at least eighteen (18) hours in advance of their intended return to or availability for service.

RULE 7 - OVERTIME

(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.

(b) Work performed by a regularly assigned employee on the rest days of his assignment shall be paid at the overtime rate provided he has worked all the hours of his assignment in that work week. Emergency work paid for under the call regulations will not be counted as qualifying service under any part of this paragraph nor will it be paid for under the provisions hereof.

(c) Should an employee mark off a minor portion of a day's work during his regular week's assignment for legitimate reasons such as commuting delays, he would be paid the straight-time rate on his rest day only for a number of minutes

equal to the time he thus marked off and would be paid at the overtime rate for the remainder of the rest day.

(d) The assignment of employees to work overtime shall be based on seniority from the tower location where the vacancy exists. If there is no employee at that location that desires to work the overtime, then the company wide seniority roster will be used to fill such vacancy. Due consideration will also be given to:

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

RULE 8 - WORK BEFORE BULLETINED HOURS

Employees required to work before bulletined hours will be paid on a minute basis at the straight time rate of pay, unless otherwise qualified for overtime payment, in which event payment will be at the rate of time and one-half on a minute basis for actual work performed.

RULE 9 - CALLS NOT CONTIGUOUS WITH A TOUR OF DUTY

Employees required to work at a time not contiguous with their regular tour of duty will be paid for a minimum compensation of three (3) hours of work at straight time. The employee who is paid for this minimum of three (3) hours may be required to actually work for the length of that three (3) hours and during that three (3) hours may be required to perform any work of their craft in addition to the work for which they were originally called. This work will be paid at straight time rate unless the employee is otherwise qualified for overtime payment. Occasional calls made within two (2) hours after the completion of a tour of duty are to be considered

continuous therewith and would not be subject to the pay provisions of this provision.

RULE 10 - ADVERTISING AND BIDDING

(a) The filling of vacancies will be consistent with the needs of service as determined by the Carrier. Once a year Metro-North will post all positions for general pick. Employees must be pre-qualified to be awarded these positions or must post on their own time outside of their regular shift and without cost to Metro-North. Employees who can hold no other positions on the Metro-North System other than a position for which he is not qualified on will be granted time to post on Company time.

(b) When it is determined necessary to advertise a position, it will be advertised for five (5) calendar days. Advertisement will include the effective date of the position. Advertisements may be cancelled prior to the date they are to be awarded.

(c) Positions will be awarded to qualified bidders within seven (7) calendar days from the last date of the advertising of such positions.

(d) Employees required to work their former position for more than fourteen (14) days after the effective date of the awarded position, will be paid at the higher rate of either position.

(e) Employees may exercise seniority by bidding only twice in a calendar year. The Carrier may at its discretion grant an employee additional bids during a year in the event of unusual circumstances, for example, sickness.

(f) If a job is expected to be vacant for less than thirty (30) days, the Carrier will have the right to fill the position from the extra list.

(g) If a job is expected to be vacant for more than thirty (30) days, the Carrier will advertise the position subject to the displacement rights of returning employees, as set out in Rule 15.

(h) Furloughed and unassigned yardmasters will be considered automatic bidders in seniority order for any vacancy. A furloughed or unassigned yardmaster who fails to accept any position he is awarded will be considered to have forfeited his yardmaster seniority. For purposes of this provision, an "unassigned yardmaster" is a Metro-North employee who holds yardmaster seniority but who is working not as a yardmaster but in another craft or position.

(i) Regular positions shall be readvertised under the following circumstances:

- (1) When there is a substantial change in territory supervised.
- (2) A change of one (1) hour or more in starting time (not including changes incident to Daylight Savings Time).
- (3) A change in the rates of pay.
- (4) Change in classification of position.
- (5) Change in assigned rest days.

The incumbent may exercise seniority at the time change is effective or continue in position until award is made.

RULE 11 - QUALIFICATIONS

(a) In addition to demonstrating fitness and ability for a position, an employee will be required to pass such job-related tests as the Carrier establishes as a measurement of employee qualifications, prior to awards being made. This provision will apply to employees who become yardmasters after January 1, 1983, i.e., it will not apply to yardmasters transferred from Conrail to Metro-North pursuant to the Implementing Agreement.

RULE 12 - SENIORITY

(a) Seniority ranking for employees transferred from Conrail to Metro-North will be as otherwise provided for in the Implementing Agreement.

(b) Seniority for a new yardmaster hired by Metro-North on or after the effective date of this Agreement will be retroactive to the first day that the employee worked as a substitute yardmaster or at the time the employee's pay starts as a yardmaster. Posting is not considered "work" in the application of this Rule.

(c) Where two (2) or more employees start work as a yardmaster at the same time, they shall be ranked on the yardmaster seniority roster according to their total service with the Carrier or its predecessors. If their total service with the Carrier is equal, they shall be ranked on the yardmaster seniority roster by lottery.

RULE 13 - RIGHT OF PROTEST

(a) When seniority rosters are revised and posted each year, they will be open to protest for a period of thirty (30) calendar days from the date of posting.

(b) A yardmaster shall have thirty (30) calendar days from the date on which his name first appears on the seniority roster, except as otherwise provided in paragraph (c) of this Rule, to file a protest with the Director-Labor Relations or equivalent officer, in writing, against his seniority date or his relative standing as they are shown thereon. In the event a yardmaster is absent because of furlough, vacation, sickness, disability, or leave of absence, at the time the roster is issued the above time limit of thirty (30) calendar days for filing his protest shall commence on the day such furlough, vacation, sickness, disability or leave of absence ends. If no written protest is filed with the Director-Labor Relations within the thirty

(30) day period, no protest shall be entertained unless the yardmaster's seniority date or relative standing is changed from that first shown, in which event the yardmaster in question shall be permitted to file a protest within thirty (30) calendar days from the date of the change.

(c) A yardmaster likewise shall have the same thirty (30) day period in which to protest the omission or removal of his name from the first roster from which his name was omitted or removed. If no written protest is filed within such thirty (30) day period, the omission or removal of the yardmaster's name shall be deemed to be correct and shall not be subject to further protest.

(d) Nothing in this Rule shall operate to permit protest against seniority dates established prior to the effective date of this Agreement.

(e) A note shall be placed on each roster stating the time limit for filing protest thereto.

(f) No change in seniority standing of any yardmaster will be made by the Carrier without conference and agreement with the Division Chairman, except for the addition of names of employees retaining seniority under Rule 14 who returned to positions covered by this Agreement after the posting of the preceding roster.

(g) Seniority as yardmaster will be terminated on the last day of the month in which a yardmaster attains the age of seventy (70) years.

RULE 14 - PROTECTION OF SENIORITY - PROMOTIONS

(a) Employees now filling or promoted to official, supervisory, or excepted positions, shall retain all their seniority rights and shall continue to accumulate seniority in the craft from which promoted. A yardmaster promoted on or after April 1, 1976 shall be subject to the maintenance of

membership requirements of the Union Shop Agreement of 1952 in order to retain and accumulate yardmaster seniority, except when required to belong to another union representing such official positions.

(b) Employees promoted to official, supervisory or excepted positions who are subsequently removed from such positions by the Carrier (other than through dismissal for cause) may bid on a bulletined vacancy on the seniority roster from which promoted.

(c) Employees promoted to official, supervisory or excepted positions who voluntarily demote themselves may bid on a bulletined vacancy on the seniority roster from which promoted.

(d) Employees retaining seniority, but holding a position exempt from other provisions of this Agreement, who are dismissed for cause from such an exempt position, shall be considered dismissed in all capacities under this Agreement. Such a dismissed employee shall not have the right to invoke the appellate procedures for dismissal provided by the agreement of the craft in which he holds seniority. This provision is without prejudice to any legal right the employee may have to object to his dismissal in court.

RULE 15 - EXERCISING SENIORITY

(a) Employees may exercise seniority by bidding to vacant positions for which they are qualified, except as otherwise provided.

(b) When an employee returns from a leave of absence, sickness, suspension or vacation ("returning employee") he may return to the job he held just previous to his departure provided that his previous job is not held by someone with greater seniority.

(c) The returning employee may displace an employee with less seniority who has been holding the job in his absence.

(d) However, if the returning employee's previous job is held by someone with more seniority than the returning employee, the returning employee may not return to his previous job and instead may displace another employee with less seniority or bid on a vacant position.

RULE 16 - FORCE REDUCTION/JOB ABOLISHMENT

(a) Employees whose jobs are abolished must give three (3) days notice in writing to the Carrier before exercising seniority by displacement. Every other employee affected by the original displacement must give twenty-four (24) hours notice in writing before exercising displacement.

(b) When positions are to be abolished or forces are to be reduced, at least five (5) calendar days advance notice, exclusive of the date of notice, shall be given the General Chairman of the employees affected and the employees affected.

(c) The five (5)-calendar day notice shall not be necessary if forces are to be reduced under "emergency" conditions, such as, but not limited to, flood, snowstorm, hurricane, earthquake, fire, dispute or strike, provided such conditions result in suspension of Carrier's operations in whole or in part.

(d) Notwithstanding the foregoing, employees who are affected by an emergency force reduction and report for their positions without having been previously notified not to report, shall receive two (2) hours' pay at the applicable rate for their position. If employees work any portion of the day, they will be paid in accordance with existing rules.

(e) Upon termination of the emergency conditions, all positions and incumbents thereof shall be restored to the status

prevailing prior to the emergency unless the position has been abolished during the emergency on five (5) days' notice in accordance with subparagraph (a) above. If at the end of the emergency, a job is abolished, five (5) days' notice will be given in accordance with subparagraph (a) above.

RULE 17 - FURLOUGHED METRO-NORTH EMPLOYEES

(a) A furloughed employee desiring to protect his seniority shall keep his current address and telephone number on file with the Carrier on a prescribed form.

(b) A furloughed employee failing to report for duty for a permanent position or upon recall from furlough within fourteen (14) calendar days of receiving a notice sent to him by certified mail, will be considered to have forfeited his yardmaster seniority.

RULE 18 - NEW EMPLOYEES

(a) An applicant for employment after the effective date of this Agreement shall be rejected within one hundred eighty (180) days of compensated service or the applicant will be deemed to have been accepted.

(b) In the event of an applicant giving materially false information, the above time limit shall not apply. Such fact will be determined sufficient cause for dismissal. An applicant will be considered to have given "materially false information" if the information is such that if the Carrier had known the true facts it would have rejected the applicant.

(c) New employees shall be paid in accordance with the following wage progression:

<u>Employment Years</u>	<u>Percentage of Wage Rate</u>
1st year	70%
2nd year	75%
3rd year	80%
4th year	85%
5th year	90%
6th year and thereafter	100%

Metro North employees employed in other crafts who promote into positions covered by this Agreement, including Yardmasters who transfer from Conrail pursuant to the Implementing Agreement governing Yardmasters, shall enter the above wage progression at their current step-rate percentage.

RULE 19 - TRAINING

(a) When it is determined by the Carrier that employees require additional training, such employees will be assigned to classroom or on-the-job training. Employees will be paid for such training at the straight-time rate of pay on a minute basis for all time spent in instruction, not to exceed one (1) basic day's pay for each day of training.

(b) If it is necessary to change the rest days or working hours of employees in order to provide this training, the Carrier may do so, and no overtime shall be paid as long as two (2) rest days are allowed in a seven (7) day period commencing with the first day of training.

(c) Carrier, at its option, will establish training programs which it determines necessary for the good of the service.

RULE 20 - ALLOWANCES

(a) Employees directed by the Carrier to work more than three (3) consecutive hours beyond their bulletined

working hours and not provided with a meal will be allowed a meal at Carrier expense not to exceed \$8.00. Time allowed for this meal period will be unpaid.

(b) Carrier may establish positions that require use of a private automobile. If a private automobile is used for Carrier business, the employee will be allowed a mileage rate to be established by Carrier.

(c) An employee is entitled to an uninterrupted twenty (20) minute meal period between the beginning of the third hour and the end of the sixth hour of an employee's tour of duty. Employees who are not allowed this meal period shall be entitled to an extra payment of fifteen (15) minutes at the straight time rate of pay. This fifteen (15) minute payment shall not be used in calculating overtime.

(d) Employees who are required to wear safety shoes shall be allowed an annual allowance of \$50.00.

RULE 21 - SHORTAGES AND OVERPAYMENTS

A shortage in an employee's compensation or an overpayment in an employee's compensation will be recoverable by the employee or the Carrier respectively.

RULE 22 - IMPARTIAL ARBITRATION

For the purpose of expediting disposition of claims, grievances, or disciplinary actions or determinations, as set out in Rule 23 (Hearings, Investigations, Disciplinary Procedures) and Rule 25 (Presentation of claims for compensation), the parties shall jointly select a permanent Impartial Arbitrator. The cost of the Impartial Arbitrator will be borne jointly by the Carrier and the Unions in a manner to be determined by the parties.

RULE 23 - HEARINGS, INVESTIGATIONS, DISCIPLINARY
PROCEDURES

1. (a) An employee shall not be disciplined without just cause.

(b) When a major offense has been committed, an employee suspected by the Carrier to be guilty thereof may be held out of service pending trial and decision. A major offense is one involving egregious conduct such as abuse of alcohol or drugs, theft or direct insubordination.

2. (a) An employee who is accused of an offense shall be given prompt notice, in writing, of the exact offense for which he is charged and the date of the hearing. A copy of this notice shall be sent to the employee's duly accredited representative.

(b) An employee shall not be charged for any offense of which the trainmaster or equivalent officer has had actual knowledge for more than thirty (30) calendar days.

3. (a) Within ten (10) calendar days from receipt of the notice of charge, the employee and, if he so desires, his duly accredited representative, will meet with Carrier'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.

(b) If the Carrier's representative fails to attend the meeting, the charges will be withdrawn. If the employee or his representative fails to attend the meeting, the Carrier may assess whatever discipline it considers appropriate subject to appeal pursuant to paragraph 5 hereof.

4. (a) If it is determined that a trial will be held, such trial will be scheduled to begin not later than fifteen (15) calendar days after the aforesaid meeting. An employee may

be accompanied at such trial by his duly accredited representative.

(b) The accused employee or said representative shall be permitted to question witnesses insofar as the charges against the accused employee are concerned. Such employee shall make his own arrangements for the presence of any witness appearing on his behalf, and no expense incident thereto shall be borne by the Carrier.

(c) A decision will be rendered within twenty (20) calendar days following the completion of the trial. A copy of the decision and any documents placed in the record at the trial will be provided to the employee and his representative.

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 twenty (20) calendar days from receipt of the decision to the highest designated officer of the Carrier to whom appeals may be made. The request for a hearing, when the discipline imposed is suspension, shall act as a stay except in the case of a major offense, as defined in (1)(b) above, until after a decision is rendered on the appeal.

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

(c) The decision of the highest appeals officer shall be final and binding unless within twenty (20) calendar days of receipt of said decision the employee or his duly accredited representative submits a written request for arbitration to the Impartial Arbitrator. A copy of the request shall be sent to Carrier.

6. (a) 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 ten (10) calendar days notice to the parties.

(b) Written submissions to the Impartial Arbitrator will not be required.

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

7. If the final decision decrees that the charges against the employee were not sustained, the record shall be cleared of the charge and the employee shall be reinstated with all rights unimpaired and reimbursed for net wages lost and any health and welfare costs paid by the employee personally during the time he was held out of service.

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

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

(c) For discipline assessed prior to date of this Agreement, it is understood that the two (2) year period for

expungement will commence with the date of ratification of this Memorandum.

RULE 24 - CLAIMS FOR COMPENSATION

Claims for compensation based on the failure of the Carrier to use an employee to perform work shall be invalid unless the claimant was the employee contractually entitled to perform the work and was available and qualified to do so. Employees mishandled will only be entitled to the net amount of his actual loss, i.e., payment for time actually required to perform the claimed work on a minute basis at the straight time rate, less amounts earned in any capacity in the same or other Metro-North employment.

RULE 25 - PRESENTATION OF CLAIMS FOR
COMPENSATION

Effective May 1, 2000:

(a) A claim for compensation alleged to be due or grievance may be made only by an employee, or on his behalf a duly accredited representative of the Union, and must be presented in writing to the Carrier's designated representative no later than sixty (60) calendar days from the date of the occurrence on which the claim or grievance is based.

(b) Claims or grievances not presented within the time limit specified in the foregoing paragraph (a) shall not be entertained or allowed, but improper handling of one (1) claim will not invalidate other claims of a like or similar nature.

(c) If a claimant is absent because of sickness, temporary disability, leave of absence, vacation or suspension, the time limit will be extended by the number of days the claimant is absent.

(d) To file a claim, a claimant or his duly accredited representative will be required to furnish sufficient information

to identify the basis of the claim, such as (to the extent possible):

1. Name, occupation, employee number, division.
2. On and off duty time.
3. Date and time of day work performed.
4. Location and details of work performed for which claim is filed.
5. Upon whose orders work was performed.
6. Description of instructions issued to have such work performed.
7. Claim being made, rule if known, and reason supporting claim.
8. The name of his duly authorized Local Chairman.

(e) When a claim for compensation alleged to be due is not allowed, or should payment be made for less than the full amount claimed, the claimant and his duly authorized local chairman will be informed of the decision and reasons for it, in writing, within thirty (30) days from the date that claim is received. When the claimant is not so notified, the claim will be allowed, but such payment will not validate any other such claims, nor will such payment establish any precedent.

(f) Denial of a claim for compensation in accordance with paragraph "e" will be final and binding, unless, within forty-five (45) days after the initial denial of the claim, the claimant's duly authorized local chairman appeals it in writing in the following form to the Deputy Director of Labor Relations:

1. Subject: (set forth nature of claim, dates, name of claimant)
2. Employee's Statement of Facts:
3. Position of Employees:

(g) The Deputy Director of Labor Relations will arrange to meet on a regular basis with duly authorized Local Chairman who request to discuss appeals which have been received by the designated officer at least ten (10) days in advance of a meeting.

In the written appeal, the duly accredited representative should either request to discuss the appeal at the regular meeting with the designated officer or waive the discussion and request a written response. The Deputy Director of Labor Relations will render a decision in writing to the duly authorized Local Chairman within thirty (30) calendar days of the date the Deputy Director of Labor Relations receives the appeal requesting the written decision or within thirty (30) days of the date the appeal was discussed at a meeting. If the claim is denied, the decision will be rendered in the following form:

1. Metro-North's Statement of Facts:
2. Position of Metro-North:

When a claim is denied and the duly authorized Local Chairman is not notified within the time limit, the claim will be allowed but such payment will not validate any other such claim nor will such payment establish any precedent. Appeals received less than ten (10) days in advance of a meeting will be scheduled for discussion at the next meeting.

(h) If the Deputy Director of Labor Relations denies the claim, the claim will be disallowed, unless within thirty (30) days after the date of that decision, the General Chairman appeals said decision to the highest designated officer at Metro-North.

In the written appeal, the General Chairman should either request to discuss the appeal at the regular meeting with the designated officer or waive the discussion and request a written response. The highest designated officer will render a decision in writing to the General Chairman within thirty (30) days of the date the highest designated officer receives the appeal requesting the written decision or within thirty (30) days of the date the appeal was discussed at a meeting.

(i) The decision of the highest officer of Metro-North designated to handle claims will be final and binding unless, within thirty (30) days after the date of that decision, the General Chairman institutes proceedings before the Special Board of Adjustment established pursuant to Rule 22.

(j) The parties agree to meet to discuss claims and grievances prior to arbitration.

(k) The time limit provisions in this Rule may be extended at any level of handling in any particular case by mutual consent of the duly authorized officer of Metro-North or representative of the Organization.

(l) The time limits set forth herein do not apply in discipline cases.

RULE 26 - DETERMINATION OF PHYSICAL FITNESS

When an employee who has been directed to report for medical examination desires to challenge the medical determination of Carrier's Medical Director before permanent removal from service, the dispute will be finally determined by a Board of Doctors. A Board of Doctors will consist of more than one (1) doctor.

RULE 27 - DISABLED EMPLOYEE PLACEMENT

Carrier and Union shall make a joint effort to provide employment on available positions for a disabled employee, provided the employee is capable of fully performing the duties required of position. An employee so placed may not exercise seniority to other advertised positions or vacancies.

RULE 28 - HEALTH AND WELFARE PROGRAMS

(a) 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.

(b) Vision insurance coverage remains unchanged.

(c) Effective January 1, 2001, Metro-North shall provide, to active members, dental benefits at the same level of benefits as provided to non-represented active Metro-North employees.

Should the active non-represented employee benefit levels or coverage for dental benefit substantially change in the future, either Metro-North or ACRE 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.

(d) As soon as permissible under the terms of Metro-North's Group Life Insurance Policy, the Group Life Insurance for active employees provided by Metro-North will be increased from \$28,000 to \$100,000.

(e) Should the retiree's spouse be younger than age sixty-five (65) or should the retiree have eligible dependents when the retiree attains age sixty-five (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 sixty-five (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 plan subject to the eligibility requirements and verification of coverage to Metro-North.

(f) Qualifying periods of service requirements for new hires relative to eligibility for coverage under health and welfare benefit programs will be established, with such periods of time not to exceed one (1) year of compensated service.

(g) 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.

(h) Supplemental Retiree Medical Insurance

For each month thereafter, an amount equal to \$.02 an hour for each hour of service worked as a yardmaster during such month by any employee covered by this Agreement shall be deducted by the Carrier from the employee's wages and forwarded to the insurance company that administers the organization's prepaid retiree medical insurance program. Such amounts contributed shall be used solely for the purpose of funding benefits for beneficiaries who have met the eligibility requirements of the Railroad Employees National Early Retirement Major Medical Benefit Plan or who were eligible under such Plan but no longer are because of coverage under Medicare.

(i) Supplemental Life Insurance

For each month, the Carrier shall deduct \$5.00 from each yardmaster's pay and forward it to the company that administers the Organization's supplemental life insurance plan.

(j) Hearing Aids

As soon as practicable Metro-North shall provide hearing aid coverage to all active members.

(k) Health Insurance Opt-Out Incentive Program

Metro-North will offer participation in the opt-out incentive program commencing April 1, 2000 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 \$1,100 for opting out of family coverage and \$550 for opting out of individual coverage.

(l) Flexible Spending Account

Effective January 1, 2001, employees represented by ACRE 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.

RULE 29 - SICK LEAVE ALLOWANCE

There is hereby established a non-governmental plan for sickness allowance supplemental to the sickness benefit provisions of the Railroad Unemployment Insurance Act as now or hereafter amended. It is the purpose of this Sick Leave Rule to supplement the sickness benefits payable the act and not to replace or duplicate them.

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.

(a) Sick Leave

(1) 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.

(2) 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.

(3) 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.

(b) Supplemental Sick Leave Program

There shall be provided by the carrier a supplemental sick program which, after the employee has exhausted his/her sick bank shall pay \$233 a week 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 the illness there will be a fourteen (14) day waiting period. Supplemental payments may be collected in addition to benefits under Railroad Unemployment.

(c) 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.

(d) Sick Leave Verification

Current sick leave procedures and Rules shall remain in effect except as amended as follows:

- (1) 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 doctor's certificate, that the sickness or injury is bona fide.
- (2) Every application for sick leave for a period over four (4) days with pay 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.

- (e) Across the board demands for doctor's notes will not be permitted.

RULE 30 – VACATIONS AND PERSONAL LEAVE

(a) Vacation Days - Qualifications

(1) Effective with vacation accrual for 1997 but not to be available for use until the 1998 vacation year, vacation entitlement shall be as follows:

(a) An annual vacation of five (5) weeks (25 working days) with pay or pay in lieu thereof, will be granted, subject to the conditions set forth in part (b) of this Rule, to such yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has nineteen (19) years or more of continuous service with Metro-North.

(b) An annual vacation of four (4) weeks (20 working days) with pay, or pay in lieu thereof, will be granted subject to the conditions set forth in part (b) of this Rule, to such yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has fourteen (14) years or more of continuous service with Metro-North.

(c) An annual vacation of three (3) weeks (15 working days) with pay, or pay in lieu thereof, will be granted subject to the conditions set forth in

part (b) of this Rule, to such yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has seven (7) years or more of continuous service with Metro-North.

(d) An annual vacation of two (2) weeks (10 working days) with pay, or pay in lieu thereof, will be granted, subject to the conditions set forth in part (b) of this Rule, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred-ten (110) days during the preceding calendar yard and who at the beginning of the vacation year has less than seven (7) years of continuous service with Metro-North.

(2) Effective with vacation accrual for 1998, but not to be available for use until the 1999 vacation year, vacation entitlement shall be as follows:

<u>Years of Qualified Service</u>	<u>Vacation Allowance</u>
Less than one Year	1 day per calendar month not to exceed 10 days
1 year but less than 5 years	10 days
5 years but less than 10 years	15 days
10 years but less than 15 years	20 days
15 years and over	25 days

(3) Calendar days in each current qualifying year on which a yardmaster renders no service as such because of his own sickness or because of his own injury shall be included in computing days of compensated service for vacation qualification purposes on the basis of a maximum of ten (10) such days for a yardmaster with less than three (3) years of continuous service with the Company, a maximum of twenty (20) such days for a yardmaster with three (3) but less than fifteen (15) years of continuous service with the Carrier and

thirty (30) such days for a yardmaster with fifteen (15) or more years of continuous service with the Carrier, provided that no calendar day on which a yardmaster was credited with any compensation under sick leave rules or practices shall be included. The maximum number of such days that may be claimed by any individual in any calendar year under this and other schedule agreements shall not exceed a total of ten (10), twenty (20) or thirty (30) days, respectively.

(4) In instances where employees who have become members of the Armed Forces of the United States return to the service of the Company in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the Carrier or predecessor railroads will be credited as qualifying service in determining the length to the service of the Carrier.

(5) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the Company in accordance with the Military Selective Service Act of 1967 as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under part (a) of this Rule.

(6) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the Company in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders

compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but would qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under part (a) of this Rule.

NOTE: A shift which extends from one (1) calendar day into another shall be counted as one (1) day in computing the number of qualifying days referred to above.

(b) Scheduling of Vacations

Local officers of the Carrier and local committees of the Organization will cooperate in assigning vacation dates, giving due regard to business conditions, availability of a relief employee and to the desires and preferences of the yardmasters in seniority order.

(c) Rate of Pay

(1) When vacations are afforded

(a) A yardmaster having a regular assignment will be paid for each working day of this vacation the daily compensation (excluding casual or unassigned overtime) of such assignment.

(b) A yardmaster not having a regular assignment will be paid while on vacation on basis of the average straight-time compensation earned as a yardmaster in the last payroll period preceding the vacation during which he performed service for the number of vacation days to which entitled under this Rule.

(2) When vacations are not afforded

If a vacation is not afforded, payment in lieu thereof will be made not later than the first payroll period in January of the following year, computed on the following basis:

(a) A yardmaster having a regular assignment will be paid in lieu of vacation the daily compensation (excluding casual or unassigned overtime) of such assignment for the number of vacation days to which entitled under part (a) of this Rule.

(b) A yardmaster not having a regular assignment will be paid in lieu of vacation on basis of the average straight-time compensation earned as a yardmaster in the last payroll period during which he performed service preceding the close of the vacation year for the number of vacation days to which entitled under part (a) of this Rule.

(d) Working on Assigned Vacation Days

A yardmaster who performs service as yardmaster on any day of his assigned yardmaster vacation period will be paid for such service at time and one-half rather than straight-time in addition to vacation pay provided in part (b)(2)(b) of this Rule.

(e) Limit on Number of Vacation Days

Vacations, or allowances therefore, under two (2) or more agreements held by different organizations on the same Carrier shall not be applied to create a vacation, or allowance therefore, or more than the maximum number of days provided for in either of such agreements.

(f) Vacation Pay Upon Termination of Employment

The vacation provided for in this Agreement shall be considered to have been earned when the yardmaster has qualified under part (a) of this Rule. If his 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 yardmaster has qualified therefore under part (a) of this Rule. If a yardmaster 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 or preference.

(g) No Accumulation of Vacation

Vacations shall not be accumulated or carried over from one (1) vacation year to another.

(h) Notice

This Vacation Rule is subject to not less than seven (7) months' notice in writing by the Company or the Organization, of desire to change this Rule as of the end of the year in which the notice is served.

(i) Single Day Vacations

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

- (1) Requests for single day vacations must be in writing and submitted to the appropriate supervisor

no more than thirty (30) days or less than forty-eight (48) hours before the date of usage.

(2) When scheduling single day vacations, 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.

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

(4) Single day vacations will be granted on a first come, first serve basis in accordance with the requirement of service. The appropriate supervisor shall have the exclusive authority to grant a request for a single day vacation. Once the single day vacation is granted, the employee will not be permitted to work that day unless directed to do so by the Carrier.

(5) Single day vacations will not be considered service for the purposes of the forty (40) hour work week, Relief Day Work or for any premium pay provisions of the Collective Bargaining Agreement.

(j) Effective January 1, 1996, employees with thirty (30) or more years of service shall be entitled to four (4) days of personal leave. Employees with twenty-five (25) but less than thirty (30) years of service shall be entitled to three (3) days of personal leave.

(k) Effective January 1, 1998, the personal leave day schedule shall 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 and consistent with needs of service.

(3) An employee with twenty (20) years of continuous service but not 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 continuous service shall be entitled to one (1) choice holiday on forty-eight (48) hours notice and consistent with needs of service.

(6) An employee having reached an anniversary date during particular calendar year will be considered as having reached such anniversary date as of January 1st of that year.

(l) Personal leave days may be taken upon forty-eight (48) hours advance notice from the employee to the proper Carrier officer provided, however, such days may be taken only when consistent with the requirements of the service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in the calendar year that service requirements

prevent the employee's utilization of any personal leave days before the end of that year.

(m) Personal leave days will be paid for at the regular rate of the employee's position.

(n) Personal leave days shall be forfeited if not taken during each calendar year. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under these provisions.

(o) 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.

RULE 31 - HOLIDAYS

(a) Regularly assigned, full-time employees will be considered as qualified for holiday pay if they have rendered compensated service on both the full work day preceding and following the holiday. A regularly assigned employee shall qualify for the holiday pay if compensation paid him by the Carrier is credited to the full workdays immediately preceding and following such holiday. If the holiday falls on the last day of a regularly assigned employee's work week, 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 work week, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday. If two (2) holidays are consecutive, for example Christmas Eve and Christmas Day, the employee must be available for or have rendered compensated service on the days before and after the two (2) holidays, i.e. December 23 and December 26. If an employee's position is blanked, he will be considered to have been available for work on that day.

(b) When a recognized holiday falls during a period when an employee is on vacation or on his rest day, the employee will be granted an additional day's pay at the straight time rate in lieu of the holiday.

(c) Employees shall not be entitled to any additional compensation as a result of their position being filled on a holiday while they are on vacation.

(d) Yardmasters shall be paid at the rate of time and one half for working on any of the following enumerated holidays, or the day observed by the State or Nation, in addition to their regular pay:

New Year's Day	Labor Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Decoration Day	Christmas Eve
Fourth of July	Christmas
	Choice Holiday

NOTE: Christmas Eve is the day before Christmas is observed.

(e) Except in unforeseen circumstances, regular yardmasters shall be given not less than thirty-six (36) hours advance notice when they are required to work on a holiday.

(f) Under no circumstances will a yardmaster be allowed more than one (1) time and one-half payment for service performed by him during a tour of duty, whether it is a work day, a rest day, or a vacation day, which also is a holiday.

(g) In instances when a recognized holiday falls on an assigned work day of a regular yardmaster assignment, the Carrier shall have the right to blank such position on that day and the yardmaster then holding such assignment shall be paid for that day on the basis of his regular straight time rate of pay, provided he does not render other compensated service for the

railroad during the hours of such yardmaster assignment. If any work of such position is performed by other than the incumbent on the shift on which it is blanked, it shall be performed in accordance with this Agreement.

RULE 32 - BEREAVEMENT

For time necessary to attend a funeral and handle matters related thereto, an employee will be allowed three (3) consecutive work days off without loss of pay, in the event of death of a spouse, child, parent, parent-in-law, brother, sister, step-child, grandparent or grandchild.

RULE 33 - JURY DUTY

(a) Employees who are called for jury duty will be reimbursed one (1) basic day's pay for each day of work lost due to actual service on a jury, less the amount of the daily fee allowed by the court.

(b) Employees summoned to jury duty must present their summons to serve on jury duty to their immediate supervisor at least one (1) week in advance of their scheduled start of such service.

RULE 34 - ATTENDING COURT AS WITNESS

(a) An employee who during his working hours, either regular or overtime, attends an investigation or trial as a witness by direction of an officer of the Carrier or as a witness subpoenaed by other parties to attend court in a proceeding relating to a dispute which arose out of events at the workplace while he was on duty, shall not suffer any loss of compensation.

(b) An employee attending an investigation or trial as a witness by direction of an officer of the Carrier on an assigned rest day, shall be compensated for the time so spent with a

minimum of four (4) hours at the straight time rate of his position.

RULE 35 - LEAVE OF ABSENCE

(a) A yardmaster shall, upon written request, be given a leave of absence without impairment of seniority to perform organization work, to accept an elective or appointive public office for which a competitive examination is not required, or to accept any appointive public office which is related to railroad work.

(b) When the requirements of the service permit, a yardmaster shall, upon written request, be granted a leave of absence for a limited time with the privilege of renewal. A yardmaster who, without the special permission of the Director - Labor Relations and the General Chairman, engages in other employment while absent or leave, shall forfeit seniority under this Agreement.

(c) The Company shall advise the General Chairman, in writing, when leave of absence is granted a yardmaster.

(d) Employee must be given seven (7) calendar days advance notice of intention to return from leave of absence.

(e) Employees will continue to accumulate seniority while on an approved leave of absence.

RULE 36 - UNION REPRESENTATIVE

The Union shall notify the carrier of its duly accredited Union representatives in a letter signed by the next highest officer in the Union. The Union representative will be permitted to take a reasonable amount of time off from work, without pay, to represent employees at trials, investigations, and meetings, or to conduct Union business off company property.

RULE 37 - BULLETIN BOARDS

(a) The Carrier will provide bulletin boards as it determines appropriate for the posting of notices and bulletins.

(b) Duly accredited Union representatives desiring to place notices on such bulletin boards must receive prior written approval to do so by a non-represented supervisor.

RULE 38 - SPECIAL ASSIGNMENTS

The Carrier shall have the right to appoint such yardmasters as it determines necessary, but in no event to exceed five (5%) percent of the active employees in service, to perform special duty. The positions will be filled by appointment and will not be subject to bulletins and displacements by other employees, but will be subject to the other Rules of this Agreement.

RULE 39 - DUES DEDUCTION

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

(2) No such deduction shall be made except from the wages of an employee who has executed and furnished to the 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 (1) year from the date of its execution, or upon the termination of this Agreement, or upon the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner. Current

wage deduction assignments executed under former railroad agreements will continue in effect.

(3) Additions or deletions of names, or changes in amount, shall hereafter be furnished the Director-Payroll Operations, by the union, using a typewritten deduction list in the form and containing such information as is specified in Attachment "A" 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 Carrier 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 Carrier will pay, by draft, to the order of the union the total amount of such deductions on or before the last day of the month following the month in which such deductions are made. With said draft the Company shall return to the union a listing identifying the deductions made and not made containing a computation of the sum withheld.

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

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

(6) Responsibility of the Carrier under this Agreement shall be limited to remitting to the union amounts actually deducted from the wages of employees pursuant to this Agreement and the Carrier shall not be responsible financially or otherwise for failure to make proper deductions. Any

question arising as to the correctness of the amount deducted shall be handled between the employee involved and the union, and any complaints against the Carrier in connection therewith shall be handled by the union on behalf of the employee concerned.

(7) An employee who has executed and furnished to the Carrier 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 assignment shall be in writing and on the form specified in Attachment "C" hereto. Attachments A, B and C shall be reproduced and furnished as necessary by the union without cost to the Carrier. The Union shall assume the full responsibility for the procurement of the execution of said forms by employees, and for the delivery of said forms to the Carrier Assignment and revocation of assignment forms shall be delivered with the deduction list herein provided for, to the Carrier 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 Rule shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employee; and no part of this or any other agreement between the Carrier and the union shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication of, or non-compliance with, any part of this Rule.

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

RULE 40 - UNION SHOP

The Union Shop Agreement signed August 1, 1952 by Conrail is applicable to all employees covered by the Rules of this Agreement.

RULE 41 - COMPENSATION

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%).

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%).

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%).

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%).

The January 1, 1999 and 2000 retroactive wage payments shall be granted only to current employees for service performed in 1999 and 2000 and on a pro-rated basis for employees who, during 1999 and 2000: 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.

Effective January 1, 2001 the hourly rates are as follows:

Yardmasters

Primary Yards: Grand Central Control Center,
Harmon Yard, and Stamford Yard.....\$29.75

Secondary Yards: North White Plains, Brewster,
Extra List Positions.....\$28.28

Assistant Stationmasters.....\$27.70

Assistant Yardmasters

Primary Yards: Grand Central Control Center,
Harmon Yard, and Stamford Yard.....\$26.74

Secondary Yards: North White Plains, Brewster,
Extra List Positions.....\$26.27

RULE 42 - ASSIGNMENT TO OTHER THAN REGULAR
POSITIONS

An employee required to work temporarily at other than his regular position will be paid at the higher of the two (2) rates on a minute by minute basis.

RULE 43 - ASSISTANT YARDMASTERS--SUPERVISION OF

A yardmaster on one (1) trick will not be required to supervise assistant yardmasters whose entire tours of duty are on other tricks.

RULE 44 - NON-DISCRIMINATION

(a) The parties to this Agreement pledge to comply with Federal and State Laws dealing with non-discrimination against any employee. This obligation to not discriminate in employment includes, but is not limited to placement, upgrading, transfer, demotion, rates of pay or other forms of

compensation, selection for training including apprenticeship, lay-off or termination.

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

RULE 45 – NOTICE OF CHANGE

Should either party to this Agreement desire to revise or modify Rules contained herein, thirty (30) calendar days' written advance notice containing the proposed changes shall be given and the first conference shall be held as soon as possible after thirty (30) calendar days from date of notice. Further conferences, if necessary, shall be held as promptly as possible and in accordance with the provisions of the Railway Labor Act, as amended.

Pending final settlement of any dispute, these Rules shall remain in full force and effect.

RULE 46 - DEFINED CONTRIBUTIONS PENSION PLAN

Effective January 1, 1998, Metro-North will increase the contribution made to the Defined Contribution Pension Plan from three (3%) percent to four (4%) percent.

Effective January 1, 1999, Metro-North will increase the contribution made to the Defined Contribution Pension Plan for Agreement employees who have completed nineteen (19) years of service from four percent (4%) to seven percent (7%).

Subject to legal and administrative review, Metro-North employees on a full time union leave of absence will be permitted to participate in the Defined Contribution Pension Plan at no cost or expense to Metro-North.

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.

RULE 47 - 401(K) PLAN

The Carrier will offer an optional 401K program for 1997 subject to legal and administrative review.

RULE 48 - CONNECTICUT PARTICIPATING PROVIDER
COMMITTEE

Within sixty (60) days following full and final ratification of this agreement by both parties, the parties will meet to form a committee to review and resolve the issue of "participating providers list" in Connecticut. Metro-North is not obligated to incur any additional cost in connection with the review and/or recommendation regarding the participating provider issues.

RULE 49 – DOMESTIC PARTNERS

Metro-North will offer Domestic Partner coverage in accordance with Metro-North's policy concerning domestic partners, as it maybe amended.

RULE 50 – MANDATORY DIRECT DEPOSIT OF PAYCHECK

All employees represented by the ACRE 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.

RULE 51 - CONTRACT CONTAINS ALL TERMS

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

MORATORIUM

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.

The parties to this Agreement shall not serve or progress prior to July 3, 2002 (not to become effective before January 1, 2003) any notice or proposal for the purpose of changing agreements.

Signed at New York, New York this 17th day of January 2000.

For:

METRO-NORTH COMMUTER RAILROAD COMPANY

/s/ Raymond Burney

For:

UNITED TRANSPORTATION UNION/YM

/s/Anthony Bottalico

/s/William Quinn

/s/Ralph Sanzari

APPENDIX 1

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)
- Directed Alcohol/Substance Abuse Plan.

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

ACRE-YM
ATTACHMENT "A"

METRO-NORTH
COMMUTER RAILROAD COMPANY
UNION DUES DEDUCTION AUTHORIZATION

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

Print Name (First Middle Initial Last)

Employee No.

Name of Union Affiliation

Local Number

Date

Employee Signature

EMPLOYEE DEDUCTION AUTHORIZATION
UNION DUES

ACRE-YM
ATTACHMENT "C"

Wage Assignment Revocation

Region

METRO-NORTH RAILROAD
COMPANY AND THE
ASSOCIATION OF COMMUTER
RAILROADS-YARDMASTERS

DIVISION

Name (Last Name, First Name, Middle Initial)

Work Location

Employee No.

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

DIRECTOR-PAYROLL OPERATION
METRO-NORTH RAILROAD COMPANY

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

Date

Signature

Lodge Number

JANUARY 1, 1995 – DECEMBER 31, 1998

51

October 19, 1994

Mr. P.G. Tramontano
General Chairman - UTU(YM)
3 Navy Drive
Smithtown, NY 11787

Dear Sir:

This will confirm our understanding reached during negotiations that Metro-North and the UTU(YM) will form a committee to investigate the feasibility of establishing a formal new hire training program. The Committee formed, which will include a member of the Transportation Department, will investigate the current training demands, proposed structure of a formal program and the potential for compensation for yardmasters required to train new hires. The Committee will issue a report on its findings.

It was further agreed that the parties will meet within sixty (60) days from this date to commence discussions on this topic.

Very truly yours,

/s/Raymond Burney
Director - Labor Relations

December 4, 1995

Mr. John Eschmann
General Chairman - UTU(YM)
28 Continental Road
Warwick, NY 10990

Dear Sir:

This will confirm our understanding reached during Collective Bargaining that Metro-North will introduce the Transportation Management Information System (TMIS) during the first quarter of 1996. Subsequent to this system coming on line, Metro-North and the UTU(YM) will meet to review whether any new or expanded responsibilities have been added to the yardmasters duties. If that is the case, then Metro-North will evaluate a request for a rate classification change.

Very truly yours,

/s/Raymond Burney
Director - Labor Relations

cc: H. Dash

January 13, 2000

Mr. Anthony Bottalico
General Chairman UTU(YM)
420 Lexington Avenue, Suite 401
New York, New York 10017

Re: Yardmaster Classifications

Dear Sir:

Please reference our continued discussions regarding the existing Yardmaster classifications on Metro-North. The changing nature of Metro-North's service as well as the introduction of new technology has made it clear that a thorough review of the yard designations, and related level of pay and responsibilities, needed to be conducted.

Metro-North's current classifications, set forth in Rule 41, are Small Yard, Intermediate Yard, Large Yard I and II, and the GCT Control Center rate. These classifications have been in existence since before Metro-North (except the GCT rate) and do not reflect the key role Yardmasters currently play in train operations and as agreement supervision for Metro-North. Furthermore, as part of the 1995-1998 round of collective bargaining, a commitment was made to General Chairman John Eschmann that a study would be conducted after the full introduction of TMIS regarding Yardmaster responsibilities and rates of pay.

In consideration of the increased level of responsibility as a result of the introduction of TMIS and CMS, and the more sophisticated level of reporting and supervision that Metro-North now requires of Yardmasters, the following Yardmaster classification scheme will replace the existing Rule 41 classifications:

Anthony J. Bottalico

Page 2

January 13, 2000

Re: Yardmaster Classifications

- 1) Primary Yard Locations: Grand Central Control Center, Harmon Yard and Stamford Yard. The hourly rate of pay shall be \$27.49 (1998 rate).
- 2) Secondary Yard Locations: NWP, Brewster and Extra List positions. The hourly rate of pay shall be \$26.14 (1998 rate).

It is further agreed that Yardmasters at the GCT Control Center will receive 15 minutes at straight time for each shift worked in consideration for the requirement to transfer their desk at tour's end to their relief Yardmaster. This process requires the Yardmaster to remain at the GCT Control Center until he has fully informed his relief Yardmaster of all operating conditions within the yard's territory in order to ensure a smooth transition of information. These payments are not part of any overtime calculation and will not be made when an employee is being paid for time not worked such as when off on sick time, personal days, jury duty, bereavement, vacation, training, hours of service or light duty.

It is understood that the above changes to the Yardmaster Classification System (and rates of pay) reflect the current Yardmaster level of responsibility as well as any contemplated enhancements to the TMIS and CMS systems that are in the design stage. For an example, but not meant to be an exhaustive list, Metro-North will be adding additional TMIS reporting capabilities for toilet servicing and car washing this year. Further, Metro-North Railroad will be delegating further supervisory responsibility for yard operations that go hand in hand with the enhanced information technology available. The parties have discussed the potential for additional delegation of duties and responsibilities to the Yardmasters and agree that these

Anthony J. Bottalico

Page 3

January 13, 2000

Re: Yardmaster Classifications

duties will be accepted without objection by the UTU-YM and without any claims for additional compensation.

It is further understood that the classifications and rates of pay will be reevaluated if yardmaster responsibilities are significantly reduced in the future.

If the above accurately reflects our understanding, please sign below and return the original copy to my office. The effective date of the classification change will be the first pay period next month, starting February 2, 2000.

Very truly yours,

/s/Ray Burney
Director-Labor Relations

I concur:

/s/A. Bottalico
General Chairman – UTU (YM)

/s/W. Quinn
Vice Local Chairman – UTU (YM)

/s/R. Sanzari
Vice General Chairman – UTU

MEMORANDUM OF UNDERSTANDING

BETWEEN

MTA METRO-NORTH

And

UNITED TRANSPORTATION UNION

Representing

Yardmasters and Assistant Stationmasters

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 ratification by the membership of the United Transportation Union and final approval by the Metropolitan Transportation Authority Board of Directors.

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made this 17th day of January, 2000 by and between Metro-North and the employees represented by the United Transportation Union (YM).

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 and 2000 retroactive wage payments shall be granted only to current employees for service

performed in 1999 and 2000 and on a pro-rated basis for employees who, during 1999 or 2000: 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%).

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 Policy, the Group Life Insurance for active employees provided by Metro-North will be increased from \$28,000.00 to \$100,000.00.

ARTICLE VI – HEALTH INSURANCE OPT-OUT INCENTIVE PROGRAM

Metro-North will offer participation in the Opt-Out Incentive Program commencing April 1, 2000 to eligible employees on the same terms and conditions as offered to non-represented employees. However, eligible employees will receive 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

Effective January 1, 2001, Metro-North shall provide, to active members, dental benefits at the same level of benefits 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 UTU(YM) 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 hearing aid coverage to all active members.

ARTICLE IX – FLEXIBLE SPENDING ACCOUNT

Effective January 1, 2001, employees represented by the UTU(YM) 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 – GRIEVANCE PROCEDURE

Amend Rule 25 (Presentation of Claims for Compensation) to reflect the time limits and procedures set forth in Rule 25 of the UTU(C&T) Collective Bargaining Agreement. This change will be effective May 1, 2000.

SECTION 2 –HOLIDAYS

Amend Rule 31(d) to substitute the employee birthday holiday with a choice holiday.

SECTION 3 – DOUBLE TIME PAYMENTS

Amend Rule 7(a) and (b) to eliminate the payment of doubletime for service performed in excess of 16 hours in a day or on the second consecutive rest day. Payments for this service will be paid at the time and one half rates, subject to the ordinary qualifiers.

SECTION 4 – EXTRA AND RELIEF POSITIONS

Amend Rule 4 to provide that the rest days for extra work will be consecutive. Metro-North still retains the authority to determine what the work days for a position will be but once an employee is assigned a rest day, the following day will be designated a rest day as well.

SECTION 5 – MANDATORY DIRECT DEPOSIT OF PAYCHECK

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

SECTION 6 – OVERTIME

Amend Rule 7(d) to provide that seniority for overtime will be first called from the tower location where the vacancy exists. If there is no employee at that location that desires to work the overtime, then the company wide seniority roster will be used to fill such vacancy.

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 United Transportation Union (Yardmasters) membership and the approval of the Metropolitan Transportation Authority Board. The term of the agreement shall be from January 1, 1999 through December 31, 2002.

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

**FOR THE UNITED
TRANSPORTATION UNION
(YARDMASTER &
ASSISTANT STATION
MASTERS)**

FOR METRO-NORTH

/s/ANTHONY BOTTALICO
General Chairman

/s/RAYMOND BURNEY
Director – Labor Relations

/s/W. Quinn
Vice Local Chairman – UTU (YM)

/s/R. Sanzari
Vice General Chairman - UTU

Letter #1

January 14, 2000

Mr. Anthony Bottalico
General Chairman UTU (YM)
420 Lexington Avenue, Suite 460
New York, NY 10017

Dear Sir:

This letter will confirm that in the application of Rule 36 (Union Representative) of the UTU(YM) agreement, a duly accredited representative off performing union business will not be disqualified from earning overtime on a relief day.

Furthermore, union business will be considered as a neutral day for the purpose of bridging a holiday under Rule 31. Accordingly, the previous work day or the following work day (as appropriate) will be examined to determine holiday pay eligibility.

Very truly yours,

/s/Raymond Burney
Director - Labor Relations