

AGREEMENT

BETWEEN

MTA METRO-NORTH COMMUTER RAILROAD

AND

ASSOCIATION OF COMMUTER RAIL EMPLOYEES

REPRESENTING

SIGNALMEN

EFFECTIVE: JANUARY 1, 1995 - DECEMBER 31, 1998

METRO-NORTH/ACRE-SIGNALMEN – CBA

ASSOCIATION OF COMMUTER RAIL EMPLOYEES
(ACRE, DIVISION 166 - SIGNALMEN)

TABLE OF CONTENTS

Rule No.	Subject	Page
-	Scope.....	1
-	Classifications.....	3
1	Application for Employment.....	6
2	Selection of Positions.....	7
3	Seniority	13
4	Time Allowances.....	17
4	Holidays	20
4	Bereavement Leave.....	23
4	Jury Duty.....	27
4	Grievances and Claims	28
5	Handling of Employees	30
6	Discipline.....	34
7	Appeals	36
8	Protective Clothing.....	37
8	Accident Reports	38
8	Physical Condition Disqualification	39
8	Leave of Absence.....	40
9	Study of Positions	41
10	Impartial Arbitrator.....	41
11	Major Capital improvements	42
12	Personal Leave Days	43
13	Vacations	44
14	Health and Welfare	47
15	Approved Leave Status	49
15	Sick Leave Reimbursement.....	50
15	Sick Leave Verification	50
16	Printing of Agreement.....	51
17	Effective Date and Changes	51

METRO-NORTH/ACRE-SIGNALMEN - CBA

ADDENDA	Page
Appendix A	- Rate Adjustments 53
	- Skill Adjustments..... 53
	- Special Project Gangs..... 53
	- Workforce Scheduling 54
	- Wage Progression - New Hires 55
Appendix B	- Effect of This Agreement on Pre-Existing Agreements 56
Appendix C	- Electronic Specialists Positions 58
Appendix D	- Electronic Technicians Positions 60
Appendix E	- Signal Trainee Program..... 61
	Rates of Pay - Trainees..... 65
	- Promotion..... 66
	- Expenses..... 67
	- Rotation of Positions..... 68
Appendix F	- Sample Bulletin..... 70
Appendix G	- Sample Roster..... 72
Appendix H	- Bereavement Leave - Interpretations 73
Appendix I	- Union Shop and Check off Agreement..... 75
Appendix J	- Implementing Agreement..... 81
Appendix K	- Trouble Call Agreement..... 92
Appendix L	- Cost Containment Measures 95
	- Letter Re: Sick Leave Verification..... 96
Supplement I	- Defined Contribution Pension Plan for Agreement Employees..... 97

SCOPE

These Rules shall constitute an Agreement between the MTA Metro-North Commuter Railroad and its employees, represented by the Association of Commuter Rail Employees, Division 166, covering rates of pay, hours of service and working conditions of employees in the classifications hereinafter listed who are engaged, in the signal shop or in the field, in the construction, installation, repair, inspection, testing, maintenance or removal of the following signal equipment and control systems, including component parts, appurtenances and power supplies (including motor generator sets) used in connection with the systems covered by this Agreement and all other work recognized as signal work:

Interlocking systems

Block signal systems

Remote control of switch and signal systems

Wayside train signals

Train order or train start signals

Cab signal, train control or train stop systems other than that portion on moving equipment

Signal locking and detection systems on movable bridges (except power wedges)

Spring switches

Highway-railroad grade crossing protection systems (other than those manually operated)

Dragging equipment detector systems

METRO-NORTH/ACRE-SIGNALMEN – CBA

High or wide load detector systems

Slide detector systems

Flood detector systems

Broken flange detector systems

Hot box detector systems

Presence or motion detectors

Printed circuit boards

Switch heaters

Electric lighted switch lamps

Pipelines and pipeline connections used for mechanical operation or locking of derails, switches and signals

Signal batteries

Signal pole lines

Impedance bonds, signal bonds and track connection leads

Relay houses and relay cases

Compressed air plants and compressed air distributing systems installed wholly or primarily for railroad interlocking and signal systems

Carpentry, painting, welding, cutting, foundation support, concrete work, digging and backfilling trenches in connection with installing, repairing or maintaining any signal apparatus or device

METRO-NORTH/ACRE-SIGNALMEN – CBA

Operating of all machine tools, back hoes, trenchers, hoisting equipment hole diggers, pipe pushers or other equipment used in construction, installation, maintenance or repair of signal systems. (in instances where equipment has been rented with an operator, an employee in the mechanic (or higher) class will be assigned to work with the operator of each piece of rental equipment)

Removal of brush or trees that impair the operation of the signal system

Manning of trouble desk positions

Installation, maintenance and repair of signal substations, except Cos Cob Power Plant, and the signal power facilities at New Rochelle Junction and Water Street, New Haven (U.I. Company supply).

CLASSIFICATIONS

INSPECTOR

An employee assigned to direct the work of employees and to inspect the facilities, equipment or apparatus installed, maintained, tested or repaired by employees under this Agreement, and to perform applicable tests.

FOREMAN

An employee assigned to direct and inspect the work of signal gang employees or signal shop employees assigned to the inspector.

ASSISTANT INSPECTOR

An employee assigned to assist in the performance of Inspector duties and to perform the work of employees assigned to him.

METRO-NORTH/ACRE-SIGNALMEN – CBA

ASSISTANT FOREMAN

An employee assigned to assist in the performance of Foreman duties. The Assistant Foreman may perform the work of employees assigned to him when the number of such employees does not exceed seven (7).

ELECTRONIC SPECIALIST

An employee assigned to perform the maintenance, adjustment, repair and replacement of all electronic equipment, including digital computer hardware consisting of central processing units, auxiliary storage units, interface and control equipment, and input-output equipment such as card punches, typewriters and other related devices associated with automatic classification of cars. An Electronic Specialist may direct other employees in connection with these duties (See Appendix C).

ELECTRONIC TECHNICIAN

An employee assigned to perform the maintenance, testing, adjustment, repair and replacement of electronic and electromagnetic components associated with C.T.C. code control systems, hot box detectors, motion sensors, presence detectors, broken flange and wheel detectors, switch lock overlays, crossing protection overlays, dragging equipment detectors, high and wide load detectors, flood and slide detectors and any other similar systems and the code line carrier systems associated with them. An Electronic Technician may direct other employees in connection with these duties. (See Appendix D).

MAINTAINER TEST

An employee assigned to perform the inspection, testing and repair of relays, locking and megaring of insulated wires and cable as required by Federal and Company rules.

METRO-NORTH/ACRE-SIGNALMEN – CBA

MAINTAINER

An employee assigned to perform signal inspection, testing, maintenance, installation and repair work covered by this Agreement within an assigned territory.

SIGNALMAN

An employee assigned to perform installation, construction and repair work covered by this Agreement.

TRAINEE, ASSISTANT MAINTAINERS, ASSISTANT SIGNALMAN, HELPER AND PRE-TRAINEE

An employee in training for the position of Signalman or Maintainer. (See Appendix "E").

**RULE 1
APPLICATION FOR EMPLOYMENT**

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

(b) An employee may have his application for employment disapproved and be removed from the service covered by this Agreement at any time within ninety (90) calendar days after he first begins work after entering service covered by this Agreement.

(c) If applications are not disapproved in accordance with paragraph (b), the applications will be considered as having been approved.

(d) An employee who has been accepted for employment in accordance with paragraph (c) will not be terminated or disciplined by the Company for furnishing incorrect information in connection with an application for employment or withholding information therefrom unless the information involved was of such of nature that the employee would not have been hired if the Company had timely knowledge of it.

1-A-2. New employees will be hired into the Helper class. After completing their ninety (90) calendar day probation period, they will become Trainees and will enter the Education and Training Program. (See Appendix "E").

1-A-3. It is agreed that whenever the masculine gender (he, his), is used in this Agreement, it is inclusive of the feminine gender (she, her).

**RULE 2
SELECTION OF POSITIONS**

2-A-1. (a) All positions and vacancies (except vacations) anticipated to be more than thirty (30) calendar days in duration will be advertised within ten (10) calendar days from the date they occur. Advertisements will be posted on Monday at the headquarters for a period of five (5) calendar days. (If Monday is a holiday, the advertisement will be posted on the following day).

(b) Each advertisement will indicate the position, title, headquarters, assigned territory, rate of pay, prior incumbent, tour of duty, meal period, rest days and closing date. (See Appendix "F").

(c) Employees desiring advertised positions must file written bids during the advertisement period. The written bids must be received before the expiration of the advertisement period, with a copy to the Local Chairman.

(d) Effective January 1st, each year employees shall be permitted two (2) bid awards in subsequent twelve (12) month periods. If an employee awarded a bid position is subsequently disqualified from that position, such award shall not be counted for purposes of this provision. If an employee has been displaced, or had his/her position abolished, bids to a vacancy, it shall not count as one (1) of the two (2) bids.

(e) Awards will be made within (10) calendar days after the close of the advertisement period to the senior qualified bidder in the class. If there are no bids from employees who possess seniority in the class, Rule 3-B-2 will govern. Assignment to the position will be made within ten (10) calendar days following the date the position is awarded. Notice of awards will be posted at the headquarters involved. A furloughed employee will be considered as having bid for any position or vacancy not requiring a change in residence. If he is the senior qualified bidder in the class, the position will be

METRO-NORTH/ACRE-SIGNALMEN – CBA

awarded to him. If such employee fails to report for the position within ten (10) calendar days, he shall forfeit his seniority in that class and in all higher classes, unless such position is expected to be of less than ninety (90) calendar days duration.

If a maintainer or Signalman position cannot be filled under the preceding paragraph it shall be filled by a qualified Trainee, Assistant Maintainer or Assistant Signalman.

If a position cannot be filled in accordance with the previous paragraphs the junior employee in the class in which the vacancy exists who is working in a lower class shall be required to accept the position provided it does not require a change in residence. Failure to accept the position will result in the forfeiture of all seniority in the class in which the position was vacant.

If an employee bumps a trainee, he may be force assigned to a known vacancy for which he is qualified, provided all other contractual provisions have been exhausted. The employee will not be allowed to forfeit seniority in the class, to avoid being force assigned.

NOTE: The following definition of "change in residence" in Section 501(9) of the RRR Act is applicable:

"'change in residence' means transfer to a work location which is located either (A) outside a radius of thirty (30) miles of the employee's former work location and farther from his residence than was his former work location or (B) is located more than thirty (30) normal highway route miles from his residence and also farther from his residence than was his former work location".

(f) Copies of all advertisements, awards and abolishments will be furnished the involved Local Chairman.

METRO-NORTH/ACRE--SIGNALMEN – CBA

2-A-2. An employee cannot be awarded a position he has just vacated unless he has been displaced or there are no other qualified bidders for the vacated position.

2-A-3. (a) When positions or vacancies not subject to advertisement and advertised positions or vacancies prior to their assignment are filled, they shall be filled by the senior qualified available employees reduced or furloughed who have signified their desire to be so used.

(b) Temporary service in a higher classification will not result in establishing seniority in that higher class.

2-A-4. An employee may elect to retain his position or within ten (10) calendar days exercise displacement rights if changes occur in any of the following conditions of his position:

- (a)** Assigned rest day or days.
- (b)** Headquarters.
- (c)** An increase in his territorial limits.
- (d)** Assigned tour of duty for more than one (1) hour except due to Daylight Saving Time.
- (e)** A material change in technology in a plant or section.

If there is any dispute over the application of item (e) it shall be resolved by the General Chairman and the Director - Labor Relations.

If a position is vacated as provided for in this Rule it will be advertised.

The provisions of this Rule shall not apply to Trainees.

METRO-NORTH/ACRE-SIGNALMEN – CBA

2-B-1. After absence due to leave of absence, jury duty, vacation, sickness, disability, suspension or other cause, an employee must return to his former position, if not abolished or filled by a senior employee in the exercise of seniority, and/or within ten (10) calendar days, exercise seniority (including right to promotion) to any position advertised during his absence. An employee failing to obtain a position not requiring a change of residence shall forfeit all seniority. If, during his absence, his regular position has been abolished or filled by a senior employee in the exercise of seniority, he shall exercise seniority in accordance with Rule 2-C-1.

2-C-1. (a) Displacement rights may be exercised by an employee:

1. When his position is abolished;
2. When displaced by a senior employee;
3. When returning from a leave of absence, sickness, disability, special duty, or suspension and his former position has been abolished or filled by a senior employee in the exercise of seniority; or
4. When an employee is removed from the position under Rule 2-D-1 and his former position has been abolished or awarded to a senior employee;
5. When an employee is removed under Rule 3-E-1.

(b) An employee whose position has been abolished or who has been displaced by a senior employee or who is entitled to exercise seniority under Rule 2-A-4 shall have the right to displace within seven (7) calendar days in any seniority class in which he holds seniority. An employee who fails to exercise seniority to a position not requiring a change of residence shall forfeit all seniority.

METRO-NORTH/ACRE-SIGNALMEN – CBA

The employee shall be entitled to displace into a vacancy and this displacement shall be considered to be one (1) of the two (2) bids available in each calendar year. If the employee is not the senior bidder his/her displacement rights shall start from the date of the award.

An employee exercising seniority must notify the office of the involved Signal Supervisor at least sixteen (16) hours prior to the starting time of the position.

The employee being displaced will not be affected until the end of the tour of duty on the day the displacement occurs.

(c) Employees unable to exercise seniority to a position not requiring a change in residence and who elect not to exercise seniority requiring a change in residence shall be furloughed.

(d) Employees furloughed must keep their employing officer advised in writing by registered letter (with a copy to the Local Chairman) of any change in their current address.

2-D-1. (a) An employee promoted to a position above the class of Maintainer and Signaller will be given reasonable opportunity to qualify which shall include at least ten (10) days working on the position.

(b) If, before the expiration of sixty (60) days working on the promoted position, the Company determines that the employee will not qualify, the employee will be given notice in writing of the reasons therefor, with a copy to the Local Chairman. A prompt conference will be held within seven (7) calendar days with the Local Chairman to attempt to reconcile the situation. During this period, the employee will be continued on the position.

METRO-NORTH/ACRE-SIGNALMEN – CBA

(c) If the Company removes the employee from the position after the conference, he shall be governed by Rule 2-B-1.

(d) An employee removed under paragraph (c) may, within seven (7) calendar days, make a request in writing to the Supervisor, with a copy to the General Chairman, to be given a practical test to determine if he can demonstrate qualifications to be assigned to the position. Such test will be conducted jointly by a Company officer, other than the officer issuing the removal notice, and a union representative within five (5) working days after the request for a practical test, unless extended by agreement. If the applicant passes the test, he shall be assigned to the position.

(e) An employee removed under paragraph (c), who is again promoted to the same or higher class shall, until qualified, be compensated at the rate of the position from which promoted.

2-E-1. (a) Notice of a force reduction or an abolishment of positions shall be given to the employees occupying the positions as soon as possible and not less than five (5) working days in advance. Notice of such force reduction or abolishments of positions shall be posted. However, no advance notice to employees shall be required before temporarily abolishing positions or making temporary force reductions under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered in paragraph (b) below, provided that such conditions result in suspension of the Company operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work location 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.

METRO-NORTH/ACRE-SIGNALMEN – CBA

(b) No advance notice shall be required before positions are temporarily abolished or forces are temporarily reduced where a suspension of the Company operation in whole or in part is due to a labor dispute between the Company and any of its employees.

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

**RULE 3
SENIORITY**

3-A-1. Each class in the following groups shall constitute a separate seniority class:

Group 1

- (a) Inspector
- (b) Foreman
- (c) Assistant Inspector and Assistant Foreman
- (d) Maintainer-Test
- (e) Maintainer and Signalman
- (f) Trainee, Assistant Maintainer and Assistant Signalman
- (g) Pre-Trainee and Helper

Group II

- (h) Electronic Specialist
- (i) Electronic Technician

3-A-2. (a) All employees will be hired in the Helper class and their seniority will date from the day their pay starts.

(b) All employees hired will be required to complete the Education and Training Program and will be promoted to positions in seniority class (e) in accordance with the provisions of the Education and Training Program Agreement (See Appendix "E").

METRO-NORTH/ACRE-SIGNALMEN – CBA

3-A-3. When two (2) or more new employees are entitled to the same seniority date their rank on the seniority class (g) roster will be in accordance with the date of their birth; the older employee being placed before the younger.

3-A-4. Employees must possess class (e) seniority before they can be promoted to positions in class (a) through (d).

3-B-1. An employee promoted from a lower class to a higher class will acquire seniority when he qualified for the promoted position and such seniority will date from the closing date of the advertisement.

3-B-2. (a) Promotions to positions in seniority classes (a), (b), (c), (d) and (j) of Rule 3-A-1 will be based upon Helper seniority. Promotion to positions in seniority classes (h) and (i) will be based upon Appendix (C) and (D). If two (2) or more promoted employees acquire the same seniority date in such a class, their ranking shall be in the relative order of their Helper class standing.

(b) An employee promoted to a position in seniority class (a) or (b) shall also acquire the same seniority date in any lower class in Group I in which the employee does not possess seniority.

(c) An employee promoted to a position in seniority class (c) shall not thereby acquire seniority in class (d).

(d) An employee acquiring a position in Group II shall thereby acquire seniority in any lower class in Group II.

(e) A Trainee acquiring a position in Group II shall thereby acquire the same seniority date in seniority class (e) in Group I.

METRO-NORTH/ACRE-SIGNALMEN – CBA

(f) An employee voluntarily leaving a position in Group II to obtain a position below class (b) in Group I shall forfeit seniority in all Group II classes.

(g) An employee promoted to class (a), (b), (c) or (d) who voluntarily bids and is awarded a position in a lower class within six (6) months from the date promoted shall forfeit seniority in all higher classes established as a result of the promotion.

3-C-1. (a) A seniority roster of employees, compiled by classes, shall be revised each year and posted by March 1 at the headquarters of all employees. Copies of rosters will be available to the employees in each Supervisor's office. Copies of the rosters shall be furnished to the General Chairman and Local Chairmen. The rosters will follow the form of the sample roster. (See Appendix "G").

(b) The names, seniority dates, and relative ranking of all employees holding seniority rights under this agreement shall appear on the seniority roster. The Seniority roster shall state the time limit for the appeal.

(c) An employee, or his union representative, shall have sixty (60) calendar days from the date his name first appears on the seniority roster to protest, in writing to the Director-Labor Relations his seniority date or relative ranking thereon, except that when an employee is absent from his assignment on account of sickness, temporary disability, suspension, leave of absence or furlough at the time the seniority roster is posted, this time limit shall apply from the date the employee returns to duty.

If no written protest is made within the sixty (60) calendar day period no protest shall be entertained, unless the employee's seniority roster date or his relative ranking is changed from that first shown, in which event he shall be permitted to make a protest within sixty (60) calendar days from the date of the change.

METRO-NORTH/ACRE-SIGNALMEN – CBA

(d) Necessary corrections in the seniority roster shall be made on the next issue; however, when changes are made, the employee affected and the Local Chairman must be notified in writing of the changes within sixty (60) calendar days.

(e) Typographical errors and omissions on subsequent roster may be corrected at any time.

3-D-1. The seniority district shall be as described in Appendix "J".

3-E-1. (a) By written agreement between the General Chairman and the Director-Labor Relations a disabled employee holding seniority under this Agreement may be assigned to any position covered by this Agreement, provided he is capable of performing the service. An employee removed to permit such placement shall exercise seniority within ten (10) calendar days from the date removed in accordance with Rule 2-C-1.

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

3-E-2. A position, while occupied by a disabled employee, shall not be subject to the seniority or advertising provisions of this Agreement, except that a disabled employee placed in such position may be displaced by a senior qualified disabled employee who has been assigned to a position under paragraph (a) of Rule 3-E-1 or by a senior employee who cannot hold any position in the district.

3-F-1. (a) Employees covered by this Agreement who have been or are hereafter appointed to a supervisory or non-agreement position, shall retain previously acquired seniority and shall continue to accumulate such seniority while occupying such a position. Employees appointed to such position shall be subject to the maintenance of membership

METRO-NORTH/ACRE-SIGNALMEN – CBA

requirements of the Union Shop Agreement in order to retain and accumulate seniority.

(b) Employees who involuntarily return from such positions may, within five (5) working days, exercise seniority over any junior employee in the district. Employees returning voluntarily may only exercise seniority by bidding on an advertised position.

RULE 4 TIME ALLOWANCE

4-A-1. (a) Where one (1) shift is worked, eight (8) consecutive hours exclusive of the meal period shall constitute a day's work.

(b) Where two (2) or more shifts are worked, eight (8) consecutive hours including an allowance of twenty (20) minutes for lunch shall constitute a day's work for each shift.

(c) A Maintainer, whose territory is included in the assignment of a second or third trick position, shall be governed by paragraph (b) of this Rule.

4-A-2. (a) Time worked following and continuous with bulletined hours shall be paid on an actual minute basis at the time and one-half rate.

(b) Time worked one (1) hour or less before and continuous with bulletined hours shall be paid on an actual minute basis at the time and one-half rate. Time worked in excess of one (1) hour before and continuous with bulletined hours shall be paid on an actual minute basis with a minimum of two (2) hours and forty (40) minutes at the time and one-half rate.

4-A-3. (a) The starting time of employees where one (1) shift is worked, and the first shift when two (2) or more shifts are worked, shall begin between 6:00 A.M. and 8:00 A.M.,

METRO-NORTH/ACRE-SIGNALMEN – CBA

except as otherwise agreed upon by the General Chairman and Director-Labor Relations. The tour of duty of regular assignments shall not begin or end between 12:01 A.M. and 6:00 A.M.

(b) The starting time of employees shall not be changed without first giving the employees affected five (5) calendar days notice with copy to Local Chairman. The starting time shall not be temporarily changed for the purpose of avoiding overtime.

4-A-4. Lap shifts may be established by agreement between a designated official of Metro-North and the General Chairman. When such shifts are established, the assigned tour of duty shall consist of eight (8) consecutive hours including an allowance of twenty (20) minutes for lunch.

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

(b) Work performed by a regularly assigned employee on any rest day 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 in computing the forty (40) hour work week.

For purposes of this Rule, vacation days, personal leave days and holidays shall count toward the fulfillment of the forty (40) straight-time hours; likewise, time spent on jury duty or bereavement days shall also count. Reasonable time spent for union business shall also qualify.

(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

METRO-NORTH/ACRE-SIGNALMEN – CBA

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

4-B-2. (a) Employees notified prior to release from duty to report at a designated time to perform service outside of and not continuous with regular tour of duty shall be paid at the applicable overtime rate from the time required to report to the time released with a minimum of three (3) hours at the time and one-half rate.

(b) Employees called after release from duty to perform service outside of and not continuous with regular tour of duty shall be paid at the applicable overtime rate from the time called to the time returned to the point at which called or their headquarters with a minimum of three (3) hours at the time and one-half rate.

4-B-3. Time worked in excess of forty (40) straight time hours in any work week shall be paid at the applicable overtime rate except where such work is performed by an employee due to moving from one (1) assignment to another, or where days off are being accumulated. Employees worked more than five (5) days in a work week shall be paid at the applicable overtime rate for work on the sixth and seventh days of their work week, except where such work is performed by an employee moving from one (1) assignment to another, or where days off are being accumulated.

4-B-4. (a) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc. be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

(b) Employees will not be required to suspend work during regular working hours to absorb overtime.

HOLIDAYS

4-C-1. (a) Subject to the qualifying requirements contained in paragraph (e) hereof, and to the conditions hereinafter provided each hourly rated employee shall receive eight (8) hours pay at the straight time hourly rate for each of the following enumerated holidays:

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

(b) Holiday pay for regularly assigned employees shall be at the straight time rate of the position to which assigned.

(c) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight (8) hours pay at a straight time rate of the position which he would otherwise have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight (8) hours pay at the straight time hourly rate of the position on which compensation last accrued to him prior to the holiday.

(d) Subject to the applicable qualifying requirements in paragraph (e) hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (c) above, provided (1) compensation for service paid him by the Company is credited to eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday and (2) he has had a seniority date for at least sixty

(60) calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, noncompliance with the Union Shop Agreement or disapproval of application of employment.

(e) A regularly assigned employee shall qualify for the holiday pay if compensation paid him by the Company is credited to the full workdays immediately preceding and following such holiday, unless such requirements are waived by the employee's supervisor. If the holiday falls on the last day of a regularly assigned employee's work week, the first workday immediately 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.

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

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

(ii) Such employee is available for service.

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

If, in the exercise of his exclusive discretion, a department head or his designee gives approval for an employee to take a

METRO-NORTH/ACRE-SIGNALMEN – CBA

single day vacation in conjunction with a holiday, the single day vacation will be considered neutral for purposes of the holiday bridging requirements in this Rule.

(f) For purposes of paragraph (a), other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the work day preceding and the work day following the holiday will have the work week of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employee whom he is relieving.

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

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

This paragraph (g) shall also apply to the day after Thanksgiving Day and New Year's Eve (the day before New Year's Day is observed).

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

(i) When any of the recognized holidays enumerated in paragraph (a) of this Rule, or any day which by agreement, or

by law or proclamation of the State or Nation, has been substituted or is observed in place of any such holidays, falls during an hourly rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein, provided he meets the qualification requirements specified. The "work days" and "days" immediately preceding and following the vacation period shall be considered the "work days" and "days" preceding and following the holiday for such qualification purposes.

4-C-2. Work performed on the holidays listed in Rule 4-C-1 will be paid for in accordance with Rule 4-B-2.

4-C-3. 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 day off to observe Martin Luther King Day.

BEREAVEMENT LEAVE

4-D-1. Bereavement leave, not in excess of three (3) work days following the date of death, will be allowed in case of death of an employee's brother, sister, parent, grandparents, child, stepchild, grandchild spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision. (See Appendix "H").

4-E-1. (a) Where one (1) shift is employed, the meal period, which shall not be paid for, shall be thirty (30) minutes.

(b) Where two (2) or three (3) shifts are worked, an allowance of twenty (20) minutes with pay for lunch shall be made during each period of eight (8) hours.

METRO-NORTH/ACRE-SIGNALMEN – CBA

4-E-2. (a) The meal period shall be between the end of the fourth and the beginning of the seventh hour after starting work.

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

(c) Employees required to perform service more than two (2) hours after and continuous with their regular work period shall be granted a second meal period. The meal periods subsequent to the second meal period shall be at intervals of four (4) hours.

(d) Employees called to perform service outside of their regularly assigned working hours and required to perform such service for more than four (4) hours shall be granted a meal period. Subsequent meal periods shall be allowed at intervals of four (4) hours.

(e) The meal periods provided for in paragraphs (c) and (d) of this Rule shall be not less than thirty (30) minutes, shall be paid for by the Company, and shall not terminate the continuous work period; the employee shall be paid a \$7.00 meal allowance for each meal period, if the meals are not furnished by the Company. One (1) additional hours pay at the time and one-half rate will be allowed for each meal period not provided.

4-F-1. (a) Time spent outside of the assigned hours by signal gangs waiting or traveling to headquarters or to suitable lodging provided by the Company and available for the employees' use for at least eight (8) hours will be paid for at the straight time rate for the first hour and at the time and one-half rate for time in excess of one (1) hour.

METRO-NORTH/ACRE-SIGNALMEN – CBA

(b) The one (1) hour at straight time shall not apply to the Foreman or Assistant Foreman in charge of the signal gang, the signal gang driver, any signal gang employee who is required to unload material or tools (other than hand tools) or other than signal gang employees.

4-F-2. All actual necessary expenses, including mileage, may be submitted bi-weekly and shall be reimbursed within fifteen (15) calendar days from the date submitted.

4-G-1. An employee changed by direction of the management from his regular position to another shift shall be paid at the time and one-half rate for work performed until returned to his regular position.

4-G-2. (a) An employee who performs work for which a higher rate of pay is applicable for four (4) hours or more, shall be paid at the higher rate for the entire tour of duty. If the employee performs such work for less than four (4) hours, he nevertheless shall be paid a minimum of four (4) hours at the higher rate. An employee who performs service temporarily in a lower rated position shall not have his rate reduced.

(b) An employee sent away from his regular assignment to perform work, will not be paid less than what he would have earned had he remained on his assigned position.

4-H-1. (a) Employees required by the Company to attend court or inquest shall be paid for actual time lost from duty.

(b) Employees required by the Company to attend court or inquest on days they are not assigned to work shall be paid for eight (8) hours at the straight time rate of their positions. Furloughed employees shall be compensated under this paragraph at the rate of pay of the position in which they last performed service.

METRO-NORTH/ACRE-SIGNALMEN – CBA

(c) Employees required by the Company to attend court or inquest at any other than the above mentioned times shall be compensated for the time so engaged with a minimum of four (4) hours and a maximum of eight (8) hours at the straight time rate of their positions.

(d) Employees shall be reimbursed for necessary expenses when attending court or inquiries by direction of the Company.

(e) Witness fees and mileage shall be remitted to the Company by the employees.

4-1-1. (a) Where practicable, investigations and trials will be held during assigned working hours.

(b) When attending an investigation or trial by direction of the Company, during his working hours, either regular or overtime, an employee shall not suffer any loss of compensation.

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

(d) When attending an investigation or trial by direction of the Company on an assigned rest day an employee shall be compensated for the time so spent with a minimum of two (2) hours and forty (40) minutes at the time and one-half rate.

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

(f) For attending an investigation or trial by direction of the Company at any time other than those mentioned above, an

employee shall be compensated for the time so spent, with a minimum of two (2) hours and forty (40) minutes at the time and one-half rate of the position.

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

(h) Except if found guilty, an employee required by the Company to attend an investigation or trial shall be reimbursed for necessary expenses.

JURY DUTY

4-J-1. When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight-time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

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

(2) The number of days for which jury duty pay shall be paid is limited to a maximum of sixty (60) working days in any calendar year.

(3) No jury duty pay will be allowed for any day on which the employee is entitled to vacation or holiday pay.

(4) When an employee is excused from railroad service on account of jury duty the Company shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

METRO-NORTH/ACRE-SIGNALMEN – CBA

(5) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days on which jury duty:

(a) ends within four (4) hours of the start of his assignment;

or

(b) is scheduled to begin during the hours of his assignment or within four (4) hours of the beginning or ending of his assignment.

(6) On any day that an employee is released from jury duty and four (4) or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

GRIEVANCES AND CLAIMS

4-K-1. **(a)** All grievances or claims other than those involving discipline must be presented, in writing, by the employee or on his behalf by a union representative, to the signal supervisor within forty-five (45) calendar days from the date of the occurrence on which the grievance or claim is based. Should any such grievance or claim be denied, the supervisor shall, within forty-five (45) calendar days from the date same is filed, notify whoever filed the grievance or claim (employee or his representative) in writing of such denial. If not so notified, the claim shall be allowed as presented.

(b) A grievance or claim denied in accordance with paragraph (a) shall be considered closed unless the employee or his union representative appeals in writing within forty-five (45) calendar days after the date it was denied to the highest officer of the company designated for that purpose. Such grievance or claim will be discussed on a mutually agreed upon

METRO-NORTH/ACRE-SIGNALMEN – CBA

date. If the grievance or claim is not allowed, such designated officer will notify, in writing, whoever appealed the grievance or claim (employee or his representative). Such notice shall include the reason for non-allowance and shall be given within forty-five (45) calendar days after the date the grievance or claim was discussed or it will be allowed as presented.

(c) A grievance or claim denied in accordance with paragraph (b) will be considered closed unless within nine (9) months from the date of the decision of the officer referred to in paragraph (b) proceedings are instituted before the National Railroad Adjustment Board. An impartial arbitrator may be substituted by agreement between the parties subject to Rule 10.

(d) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this Rule, be fully protected by the filing of one (1) claim based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (60) calendar days prior to the filing thereof. With respect to claims involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(e) Failure to comply with the time limits of this Rule shall not be considered as a precedent or waiver of the contentions of either party as to other similar grievances or claims.

(f) The time limits at any stage of handling may be extended by written agreement between the Company and the union representative.

**RULE 5
HANDLING OF EMPLOYEES**

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

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

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

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

(d) On positions which are filled seven (7) days per week any two (2) consecutive days may be the rest days, with the presumption in favor of Saturday and Sunday.

(e) All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six (6) or seven (7) day service, or combination thereof, or to perform relief work on certain days and such types of other work, under this Agreement, on other days as may be assigned.

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

METRO-NORTH/ACRE-SIGNALMEN – CBA

(f) If, in positions or work extending over a period of five (5) days per week an operational problem arises which the Company contends cannot be met under the provisions of paragraph (b) of this section and requires that some of such employees work Tuesday through Saturday instead of Monday through Friday and if the Director-Labor Relations and the General Chairman fail to agree thereon, then, if the Company nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under this Agreement.

(g) The typical work week will be one with two (2) consecutive days off, unless otherwise agreed between the Director-Labor Relations and the General Chairman.

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

(h) Where work is required by the Company to be performed on a day which is not a part of any assignment, it may be performed by an available unassigned employee who will otherwise not have forty (40) hours of work that week; in all other cases by the regular employee. (See Appendix "K" for trouble calls involving Maintainer's work.)

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

5-A-2. (a) When it is known in advance of the end of a tour of duty that a portion of a gang is to be worked on subsequent tour of duty (not a part of their regular assignment) or continuous with the current tour of duty, those with the greatest seniority in the class who were actually performing the

METRO-NORTH/ACRE-SIGNALMEN – CBA

work prior to the overtime will be given the first opportunity for the overtime.

(b) If additional employees are required for such overtime, other qualified employees in the gang will be offered the overtime in seniority order.

(c) The Maintainer working in his assigned territory with the gang when work, as referred to in paragraph (a), is required, will be entitled to such overtime before members of the gang are used.

5-B-1. Signalmen who are directed to drive and/or operate the following Company vehicles:

- Boom Truck
- Stake Boom

will be compensated at the Maintainer rate on the day(s) he drives and/or operates such vehicles. If the employee is a Maintainer and is directed to drive and/or operate one (1) of the above referenced vehicles, he will be compensated at the Maintainer Test rate on the day(s) he drives and/or operates such vehicles.

5-B-2. An employee who is directed to drive and/or operate one (1) of the above referenced vehicles will be required to perform the duties and responsibilities of his position when not driving and/or operating such vehicles.

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

When Daylight Savings Time is placed into effect, by reason of which employees on the third trick will work one (1) hour less than their regular tour of duty, they will receive eight (8) hours compensation for seven (7) hours work; when Standard Time is restored, the employees on the third trick will

METRO-NORTH/ACRE-SIGNALMEN – CBA

receive eight (8) hours compensation for the necessary nine (9) hours work.

5-D-1. When a new classification is created the rate of pay shall be fixed by agreement between the General Chairman and the Director-Labor Relations.

5-E-1. Established positions shall not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of the Rules in this Agreement.

5-F-1. (a) An employee's tour of duty shall begin and end at the same designated headquarters.
(b) The provisions of paragraph (a) of this Rule shall not apply to employees assigned to service which does not permit their return to their headquarters daily.

5-F-2. Headquarters shall be provided for all employees and shall be kept in good and sanitary condition. They shall be properly heated and lighted and sufficient air space provided. Drinking water and water suitable for domestic use, such as supplied by a municipality, shall be furnished. They shall be adequately furnished with chairs, desks, and lockers, and toilets shall be accessible.

5-F-3. An adequate supply of drinking water, iced when necessary, shall be furnished and where it must be transported or stored, the Company will furnish adequate and proper equipment for such use.

5-F-4. The parties to this Agreement pledge to comply with all safety and health requirements in accordance with State and Federal Laws.

**RULE 6
DISCIPLINE**

6-A-1. (a) Except as provided in Rules 1-A-1 and 6-A-4, an employee shall not be reprimanded, suspended nor dismissed from service without a fair and impartial trial nor will an unfavorable notation be placed in their personal service record without written notice to the employee, with copy to the Local Chairman.

(b) An employee shall not be held out of service pending trial and decision unless he is suspected of committing a major offense and his retention in service could be detrimental to himself, another person or the Company.

6-A-2. (a) An employee who is accused of an offense shall be given reasonably prompt advance notice in writing of the exact offense of which he is accused and of the time and place of the trial. The trial shall be scheduled to begin within thirty (30) calendar days of his supervisor's first knowledge of the employee's involvement and may be postponed for a valid reason for a reasonable period of time at the request of the Company, the employee or the employee's union representative.

(b) If he desires to be represented at such trial, he may be accompanied by a union representative(s). The accused employee or his union representatives (not to exceed two (2)) shall be permitted to question witnesses insofar as the interests of the accused employee are concerned. Actual, pertinent witnesses to the offense will be requested to attend the trial by the Company. The employee shall make his own arrangements for the presence of any witnesses appearing in his behalf, and no expense incident thereto shall be borne by the Company.

(c) A copy of the trial record shall be furnished the employee and his union representative.

METRO-NORTH/ACRE-SIGNALMEN – CBA

6-A-3. (a) If discipline is to be imposed following a trial, the employee to be disciplined shall be given written notice thereof not later than fifteen (15) calendar days after the trial is completed and at least fifteen (15) calendar days prior to the date on which the discipline is to become effective, except that in cases involving dismissal such dismissal may be made effective at any time after decision without advance notice. If represented at the trial, his union representative shall be given a copy of the notice of discipline.

(b)(1) 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)(2) If the discipline is suspension, the period of suspension shall be deferred if within the succeeding six (6) month period following notice of discipline the accused employee does not commit another offense for which discipline is subsequently imposed.

(3) If, within such succeeding six (6) month period, the employee commits one (1) or more offenses for which discipline is subsequently imposed, the initial suspension shall be served and suspensions resulting from offenses committed during the six (6) month period shall not be deferred.

(4) If the discipline is suspension, the time the employee is held out of service shall be:

(A) Considered part of the period of suspension for the offense if the suspension is served.

(B) Considered time lost without compensation if the suspension is not served.

(5) 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.

6-A-4. (a) An employee may be disciplined by reprimand or suspension without a trial, when the involved employee, his union representative and the authorized official of the Company agree in writing to the responsibility of the employee and to the discipline to be imposed.

(b) Discipline determined in accordance with paragraph (a) of this section will be subject to paragraph (b) (1), (2) and (3) of Rule 6-A-3.

(c) Discipline imposed in accordance with paragraph (a) of this Rule is final with no right of appeal.

RULE 7 APPEALS

7-A-1. (a) Appeal from discipline must be made in writing by the employee or on his behalf by his duly accredited representative to the Director-Labor Relations within fifteen (15) calendar days after receipt of written notice of discipline. This appeal, where the discipline imposed is suspension, shall act as a stay in imposing the suspension.

(b) A hearing on appeal, if requested, shall be granted within ten (10) calendar days of receipt of appeal. On appeal, an employee may only be accompanied by a union representative.

(c) After the appeal has been acted upon by the Director-Labor Relations, the employee and his union representative shall be advised, in writing, of his decision within fifteen (15) calendar days of receipt of appeal or date of hearing on appeal, whichever is applicable. If the decision in cases of suspension is to the effect that suspension will be imposed, either in whole or for a reduced period, the stay referred to in

METRO-NORTH/ACRE-SIGNALMEN – CBA

paragraph (a) shall be lifted and the suspension imposed, subject to Rule 6-A-3(b).

(d) Further appeal must be made by the employee or his union representative, within forty-five (45) days after the date of the Director-Labor Relations decisions and thereafter be subject to the procedural provisions of Rule 4-K-1.

7-A-2. If a disciplined employee is exonerated on appeal, the discipline shall be stricken from his record. If an employee has lost time due to such discipline, he shall be paid the amount he would have earned on the basis of his assigned working hours had he not been disciplined, less unemployment compensation, insurance, vacation and other benefits to which the exonerated employee may be entitled will be restored without impairment.

7-A-3. In the event of failure to comply with the time limits of Rule 6 or 7, discipline shall be either dropped or appeal forfeited as the case may be.

RULE 8 MISCELLANEOUS

8-A-1. Protective clothing as required by the Safety Rule Book (S-7-C) will be provided by the Company.

8-A-2. All employees who are required by Metro-North to wear safety shoes will receive an annual allowance of fifty (\$50.00) dollars.

8-A-3. The Company will furnish employees with necessary testing equipment, flashlights and other tools required including screwdrivers, pliers, small adjustable wrenches, and rulers. The employees will be responsible for the replacement of these tools except when they require replacement due to defect or normal deterioration or theft, provided such theft was not due to the employees' negligence.

8-B-1. (a) Employees shall not be required to furnish their privately owned automobile for Company use.

(b) Employees requested to and using their private automobiles for Company business shall be allowed mileage in accordance with the mileage rate established by the Company, including mileage from and to employee's home when called under Rule 4-B-2(b).

8-C-1. During inclement weather it will be policy to give employees assigned to gang work such sheltered work as is available in connection with the job then underway.

8-D-1. Employees injured while at work shall not be required to make an accident report before they are given proper medical attention, but they shall make such reports as soon as practicable thereafter. Proper medical attention shall be given at the earliest possible moment. If a subsequent statement is taken, an employee shall have the right to have a union representative.

8-D-2. (a) Except as provided in paragraph (b) below, periodic physical examinations shall be given during the employee's tour of duty, when practicable to do so, without loss of compensation to the employee.

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

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

8-D-3. When an employee has been disqualified on account of his physical condition and the General Chairman

METRO-NORTH/ACRE-SIGNALMEN – CBA

desires the questions of his physical fitness to be decided, the case shall be handled in the following manner.

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

Such third doctor shall fix a time and place for the employee to meet him. After completion of the examination the third doctor shall make a full report in triplicate, one (1) copy to be sent to the Director-Labor Relations, one (1) copy to be sent to the Medical Director, and one (1) copy to be sent to the General Chairman.

The decision of the third doctor setting forth the employee's physical fitness and his conclusion as to whether the employee meets the requirements of the Company's physical examination policy shall be final, but this does not mean that if there is a change in his physical condition a reexamination will be precluded.

The third doctor shall be an expert in the disease or injury from which the employee is alleged to be suffering and shall be located at a convenient point so that it will be necessary for the employee to travel a minimum distance, and if possible not be away from home longer than one (1) day.

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

8-E-1. (a) Employees working in the Signal Department will be required, as directed by the Company, to take examinations or reexaminations on the following rules and instructions:

- (1) Book of Rules & Timetable
- (2) Test of Signal Apparatus
- (3) Special Instructions for Employees in Electrified Territory
- (4) Special Instructions Governing Construction and Maintenance of Signals and Interlocking Plants
- (5) Safety Rules
- (6) Rules, Standards and instructions for Signal Systems issued by United States Department of Transportation

(b) Examinations or reexaminations referred to in paragraph (a) of this Rule shall be given during the employees regular tour of duty.

8-F-1. (a) When the requirements of the service will permit, an employee may, upon written request, be granted a leave of absence under reasonable circumstances. A leave of absence of thirty (30) calendar days or more and renewal thereof, must be submitted in writing to the Director-Labor Relations and approved by both the Director-Labor Relations and the General Chairman.

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

(c) Employees who have opportunity to take employment with a government agency which handles railroad

matters will be granted leave of absence while so employed subject to approval of the Director-Labor Relations and the General Chairman.

(d) An employee on leave of absence, who engages in work not covered by paragraphs (b) or (c) will forfeit seniority unless special arrangements have been made with the Director-Labor Relations and the General Chairman.

(e) An employee who fails to return to duty within ten (10) calendar days upon expiration of his leave of absence will forfeit seniority.

8-G-1. Employees and their dependents shall be given the same consideration for free passes for their use as given to other unions.

RULE 9 STUDY OF POSITIONS

A joint labor-management committee shall be established to review existing job functions and positions for the purpose of establishing common or like job titles and rates of pay.

RULE 10 IMPARTIAL ARBITRATOR

The parties will, by agreement, appoint a permanent impartial arbitrator or permanent Special Board of Adjustment for interpreting and applying the provisions of the collective bargaining agreements. The compensation and expenses of the union member and Metro-North rail member shall be paid by the union or Metro-North rail respectively. The compensation of the neutral member and all other expenses shall be paid by the National Mediation Board.

**RULE 11
MAJOR CAPITAL IMPROVEMENTS**

A joint Metro-North/ACRE, Division 166 committee shall be established for the purpose of reviewing major capital improvement projects which Metro-North proposes to contract out.

The committee shall be comprised of an equal number of representatives of Metro-North and the ACRE, Division 166. Metro-North shall provide the committee with pertinent information, such as that submitted to bidders. The committee shall review the materials and make recommendations with respect to the advisability of contracting out or performing the project with Metro-North's own signal forces. The committee shall keep written minutes and shall meet monthly unless no contracting-out proposal is pending.

The final decision with respect to contracting-out a major capital improvement project in excess of \$2 million shall remain solely with Metro-North. In the event that such a project is contracted out, the successful bidder shall be prohibited from subcontracting out ACRE, Division 166 portions of the project to other outside contractor(s), unless such portion is itself in excess of \$2 million.

With the exception of the above, all other signal work shall be performed by Metro-North's signal forces unless Metro-North obtains the approval from the General Chairman of the ACRE, Division 166.

**RULE 12
PERSONAL LEAVE DAYS**

A maximum of five (5) days of personal leave will be provided on the following basis:

12-A-1. (a) Effective January 1, 1998, the Personal Leave Day Schedule shall be as follows:

METRO-NORTH/ACRE-SIGNALMEN – CBA

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

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

(c) An employee with twenty (20) years of continuous service but less than twenty-five (25) years of continuous service shall be entitled to four (4) personal leave days on forty-eight (48) hours notice and consistent with needs of service.

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

(e) An employee with thirty (30) years or more of continuous service shall be entitled to five (5) personal leave days plus one (1) birthday holiday on forty-eight (48) hours notice and consistent with needs of service.

(f) With regard to this clause only, an employee having reached an anniversary date during a particular calendar year will be considered as having reached such anniversary date as of January 1st of that year.

(g) Personal leave days provided in this Rule 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 Carrier's 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 a calendar year that service requirements prevent the employee's utilization of personal leave days before the end of that year.

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

(i) The personal leave days provided in this Rule shall be forfeited if not taken during each calendar year. The Carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The Carrier will have the right to distribute work on a position vacated among other employees covered by the ACRE, Division 166 Agreement.

(j) Personal leave days will be considered as qualifying days for vacation and holiday purposes.

RULE 13 VACATIONS

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

The entitlements are subject to the existing qualifying requirements and shall include compensated service at predecessor Railroads.

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

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

METRO-NORTH/ACRE-SIGNALMEN – CBA

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

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

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

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

13-B-1. Effective with the vacation accrual for 1998 but not to be available for use until the 1999 vacation year, the vacation entitlement for all employees shall be as follows:
Years Qualified Vacation
Service Allowance

Years Qualified
Service

Vacation
Allowance

METRO-NORTH/ACRE-SIGNALMEN – CBA

Less than 1 year	1 day per calendar month not to exceed 10 days, available in following year
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

All other provisions of the National Vacation Agreement of 1941 as amended shall continue to apply including the requirement for days of compensated service in the previous year(s). For the purpose of this provision, the employee birthday holiday shall not be considered part of the vacation entitlement. Once the schedule goes into effect, any changes to be made are subject to negotiations between the parties.

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

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

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

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

circumstances an employee may request consecutive single day vacation days. In accordance with established practice, these days will be granted at the discretion of management and in accordance with the needs of service.

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

RULE 14 HEALTH AND WELFARE

14-A-1. Employees injured on the job who file suit under FELA cannot recover for past medical expenses that have been paid by Metro-North.

14-A-2. On-The-Job Injury Medial Payments
Metro-North has the right to offset health and welfare benefits paid against any right of recovery and an employee injured on duty may have against Metro-North.

14-B-1. (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) Should a retiree's spouse be younger than age 65 or should the retiree have eligible dependents when the retiree attains age 65, the spouse and/or eligible dependents shall have the option to join HIP/HMO at company cost. Such coverage shall be subject to eligibility requirements and shall cease when the spouse reaches age 65 or the dependents become ineligible or upon the death of the retired employee, in

accordance with the Empire Plan provisions. The spouse or eligible dependent may elect to take the company cost of the HIP/HMO plan and apply it to the cost of an alternate health plan subject to the eligibility requirements and verification of coverage to Metro-North.

14-C-1. Life Insurance

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

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

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

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

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

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

**RULE 15
APPROVED LEAVE**

15-A-1. Effective January 1, 1996, in recognition of the substantial increases and modernization of the contractual leave provisions, employees shall maintain an approved leave status at all times. Employees must be on approved leave status such

METRO-NORTH/ACRE-SIGNALMEN – CBA

as sick, vacation, personal, union or authorized leave of absence. Any absence not authorized will be designated absent without permission.

SICK LEAVE PLAN

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

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

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

SICK LEAVE REIMBURSEMENT PLAN

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

SICK LEAVE VERIFICATION

15-D-1. (a) Payment in cases of a bona fide sickness or disability will be made in accordance with Metro-

METRO-NORTH/ACRE-SIGNALMEN – CBA

North payroll procedures. In cases of doubt, the employee may be required to prove to Metro-North's satisfaction, preferably in the form of a doctor's certificate, that the sickness or injury is bona fide. Doctor's certificates as provided are for verification of sickness or injury only and will not be used for diagnostic purposes by Metro-North.

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

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

15-E-1. Every application for sick leave for a period over four (4) days shall be accompanied by medical proof satisfactory to Metro-North and upon a form to be furnished by Metro-North, setting forth the nature of the employee's illness and certifying that by reason of such illness, the employee was unable to perform his duties for the period of absence. Across the board demands for doctor's certificates will not be permitted.

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

15-G-1. Supplemental Sick Leave - The Company shall provide a supplemental sick program after the employee has

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

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

**RULE 16
PRINTING OF AGREEMENT**

The Company shall print this Agreement in book form and all employees shall be furnished copies thereof.

**RULE 17
EFFECTIVE DATE AND CHANGES**

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

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

Signed at New York, New York, this 22nd day of February 1996.

For:

The Brotherhood Of
Railroad Signalmen

MTA Metro-North Railroad

METRO-NORTH/ACRE-SIGNALMEN – CBA

/s/Thomas J. Ryder
General Chairman

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

/s/William Radzewicz
Vice President

APPENDIX A

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

SKILL DIFFERENTIAL

Effective January 1, 1996 and prior to the second general wage increase, a 50¢ per hour skill adjustment will be made to all positions classified as signalman and above. This adjustment will be rolled into the basic hourly rate of pay.

SPECIAL RATE ADJUSTMENT

In recognition of the Agreement by Metro-North and the BRS to reassign various positions and functions to weekend and night shift schedules, employees represented by the Organization shall receive a 38¢ per hour rate adjustment which will be rolled into the rate prior to the January 1, 1996 general wage increase.

In recognition of Metro-North's need to reassign various positions and functions to weekend and night shift schedules, the following work rules will be implemented effective January 1, 1996.

1. SPECIAL PROJECT GANGS

This Rule is applicable only to gangs working with Maintenance of Way Special Night and Weekend Project Gangs. Positions governed by this Rule will be advertised in accordance with Rule 2-A to cover the same hours as the MofW Special Project Gangs.

C&S employees/gangs holding positions in accordance with this Rule will not be used to fill casual vacancies in other areas for the purpose of avoiding overtime payments. Further, employees holding Special Project Gang positions will not be

METRO-NORTH/ACRE-SIGNALMEN – CBA

used to replace regular maintenance gangs or employees as referenced under Appendix "K".

Under no circumstances will the C&S employees/gangs be required to perform work which may conflict with the Hours of Service Act as amended by Public Law 94/348.

All hours worked beyond the bulletined work period will be paid at time and one half rate. The advertisements will contain two (2) consecutive rest days.

Employees will earn vacation qualifying days and other benefits as though they had performed work on a five (5) day, eight (8) hour per day work week.

2. WORKFORCE SCHEDULING

Employees holding positions in signal gangs set forth below may be required to work a four (4) day workweek consisting of ten (10) hours per day between Monday to Friday with starting time between the hours of 6 am to 8 am as per Rule 4-A-3:

1. C&S facilities gang.
2. Track surfacing.
3. Track undercutter/ballast cleaning.
4. Panel renewal.
5. Track laying system gang.

Other positions may be assigned to such a four (4) day workweek with the concurrence of the General Chairman. Employees working four (4) ten (10) hours days must receive three (3) rest days or overtime provisions will apply.

When signal gangs are assigned to work on a four (4) ten (10) hour day basis, each employee shall receive 1 ¼ vacation qualifying days for each day of compensated service worked. Gang employees required to work four (4) ten (10) hour shifts will be paid overtime for all hours worked over and above ten

METRO-NORTH/ACRE-SIGNALMEN – CBA

(10) hours in each work day. Personal days, holiday pay, bereavement and jury duty pay will be calculated on an eight (8) hour basis.

Effective January 1, 1996, all rates of pay irrespective of the method of payment (hourly, daily, etc.), in effect on December 31, 1995 shall be increased by two and one half (2%) percent.

Effective January 1, 1997, all rates of pay irrespective of the method of payment (hourly, daily, etc.), in effect on December 31, 1996 shall be increased by three and one half (3%) percent.

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

The wage progression for all new hires shall be:

Length of Employment	Percent of Wage/Salary Rate
1st year	70% of the Signalman rate
2nd year	75% of the Signalman rate
3rd year	80% of the Signalman rate
4th year	85% of the Signalman rate
5th year	90% of the Signalman rate
6th year	100% of the Signalman rate

APPENDIX B

**EFFECT OF THIS AGREEMENT ON
PRE-EXISTING AGREEMENTS**

A. The Schedule Agreements of the former component railroads and all amendments, supplements and appendices to those agreements (including the so-called National Agreements) with the exception of those listed below, are terminated insofar as they apply to the employees covered by this Agreement:

- 1)** National Agreements specifically retained are:
 - (a)** The Supplemental Sickness Benefit Agreement as amended effective January 1, 1979;
 - (b)** The Seniority Modification Agreement dated March 15, 1976;
 - (c)** Article V of the January 29, 1975 Agreement; a memorandum of the same date providing for Health and Welfare benefits; and Article IV of the Agreement reached nationally on July 27, 1978;
 - (d)** Article VI of the January 29, 1975 Agreement, establishing a National Dental Plan effective March 1, 1976; with amendment as provided by National Agreement of July 27, 1978;
 - (e)** National Vacation Agreement of December 17, 1941, as amended;
 - (f)** Article IV of the April 21, 1969 Agreement establishing so-called Off Track Vehicle insurance with amendment as provided by National Agreement of July 27, 1978;

METRO-NORTH/ACRE-SIGNALMEN – CBA

- (g)** Article VIII of the November 16, 1971 Agreement involving changes of residence due to technological, operational or organizational changes;
- (h)** Memorandum of Understanding dated November 19, 1976 as amended concerning the Hours of Service Act; and
- (i)** Union Shop Agreement of August 29, 1952.
- 2)** The Agreement made January 25, 1983, involving the establishment of an Education and Training Program is specifically retained and made a part of this Agreement. (See Appendix "E").
- 3)** The implementing Agreement between BRS and Metro-North. (See Appendix "J").
- 4)** The Agreement of December 14, 1976, as amended October 29, 1980, providing for union dues deduction and voluntary political contributions is specifically retained and made a part of this Agreement. (See Appendix "1").
- 5)** The Agreement of November 16, 1978, providing for Calling C & S Department Employees for Trouble involving Maintainer's Work, is specifically retained and made part of this Agreement. (See Appendix "K").
- B.** The procedures for handling positions of Electronic Specialist are governed by Appendix "C".
- C.** The procedures for handling positions of Electronic Technicians are governed by Appendix "D"
- D.** Nothing in this Agreement shall be construed in any manner to supersede the provisions of Title V of the Regional Rail Reorganization Act of 1973, as amended.

APPENDIX C

The following applies to Electronic Specialists:

A. Positions of Electronic Specialist will be advertised in the seniority district involved. In the event the position is not thereby filled, it will be advertised throughout the Company.

B. Applicants for positions of Electronic Specialist must be knowledgeable in electronics theory and must possess the requisite capabilities to successfully complete a training course. All applicants will be given written tests and on the basis of such tests, past work experience and individual qualifications, a determination will be made by the Company as to which applicants are qualified for training.

C. Applicants selected will be compensated during the training period at the rate of the last position held. In the event that applicants are sent to school, while attending school or traveling to or from school, the Company will arrange and pay for meals and lodging while they are so assigned, and in addition, they will be allowed \$10.00 per day for other expenses, as well as transportation to and from school, the applicant will not be compensated for overtime. In the event applicants receive Company training (including schooling) at a particular location, they will be allowed meals, lodging and travel expense as provided below:

- 1)** One (1) round trip per week from home to location where Company training is provided, by whatever means traveled. Public transportation to be arranged and paid for by the Company. Reimbursement at the prevailing mileage rate for use of private automobiles.
- 2)** Company will arrange and pay for lodging at an accredited hotel.

METRO-NORTH/ACRE-SIGNALMEN – CBA

- 3) Employees will pay, but be reimbursed for actual meal expenses.
- 4) Employees who return home daily will be allowed one (1) round trip mileage expense per week, in addition to being reimbursed for each day (noon) meal expense.

D. At the completion of the training period, applicants will be evaluated to determine their fitness and ability for positions of Electronic Specialist. Once it is determined an applicant is qualified, the employee having the earliest seniority date as a Helper will be awarded the position and his seniority shall begin on the date he started his training period. Applicants who do not qualify at the end of the training period, shall exercise seniority in accordance with Rule 2-B-1.

E. It will be permissible to cover an Electronic Specialist's vacancy with an individual selected by the Company who is represented by the BRS prior to assignment to the position of a qualified applicant or during temporary absences of regular assigned employees caused by injury, illness or other causes. Likewise, it will be permissible for an Electronic Specialist to work with a successful applicant for an Electronic Specialist position until management is satisfied that the applicant is qualified to perform the duties of the position.

F. Any successful applicants who desire to relocate their place of residence, shall, within one (1) year from date of award, be entitled to the benefits of Section 505(g) of the Rail Reorganization Act of 1973 as amended, provided such relocation entails a change in residence as defined in the Note to Rule 2-A-1(d).

APPENDIX D

The following applies to Electronic Technicians:

A. Bidders for bulletined positions will be given a fair and impartial competitive examination and be required to give a practical demonstration of their ability and knowledge. Subject to a minimum numeric score of 70% or its equivalent, the senior employee among the applicants tested will be awarded the position. A designated representative of the A.C.R.E. will participate in the testing and examination procedure.

B. Training, when provided, will be at the expense of the Company. It will be offered to those employees who have requested such training in writing and who have demonstrated an aptitude for such work. Preference will be given to the senior of such employees in a district where a vacancy exists. Written request should be submitted to the employee's supervisor with a copy to the General Chairman.

C. Should questions on testing, selection, qualification or disqualification arise, the Chief Engineer C&S and the General Chairman or their designated representatives will meet and attempt to agree on a satisfactory resolution of the question. If it cannot be resolved in that manner, appeal may be made within fifteen (15) calendar days after such meeting to the Director - Labor Relations.

D. Employees who have seniority in the Electronic Technical class are senior to employees who are older in point of years of service but have no seniority in the Electronic Technician class.

**APPENDIX E
AGREEMENT MADE AS OF THIS 1ST DAY
OF DECEMBER 1995 BY AND BETWEEN
THE METRO-NORTH COMMUTER RAILROAD
COMPANY AND ITS EMPLOYEES
REPRESENTED BY THE
BROTHERHOOD OF RAILROAD SIGNALMEN**

IT IS AGREED:

The purpose of this Agreement is to establish an education and training program consistent with Section 506 of the Regional Rail Reorganization Act, as amended, in order to provide an adequate number of skilled employees to perform the work accruing to Signal Department employees. Employees participating in the training program pursuant to this Agreement will be classified as Signal Trainees.

1. PARTICIPANTS

A. Individuals entering the service of the Carrier subsequent to the date of this Agreement as Signal Helpers shall be given an examination. The examination will be administered uniformly and grading will be based on uniform standards. If retained in the service after their probationary period expires, they will be required to participate in the training program, and they will assume the status of Signal Trainees. Their seniority date as Signal Trainees will be the date their pay starts in the Trainee/Assistant class, after completion of their probationary period.

B. A Signal Trainee will be classified as an employee in training for a position of Signalman or Signal Maintainer. He will work with and under the direction of a Signalman, Signal Maintainer, Signal Foreman or Signal Inspector performing work generally recognized as signal work and subject to the training program.

METRO-NORTH/ACRE-SIGNALMEN – CBA

C. The number of such Signal Trainees shall be consistent with the requirements of the service. Nothing in this Agreement shall be construed as requiring the establishment or retention of any position of Signal Trainee, nor will Signal Trainees be used to take the place of Signalmen or Signal Maintainers.

D. Employees entering the service as Helper will be required to sign a statement to the effect that they fully understand that they will be required to participate in and pass established, appropriate examinations for each of the four (4) 130 eight-hour day periods of training before progressing to the next period or to a higher class. A grade of 70% will be considered as a passing grade.

E. The Signal Trainee will be included in the Assistant Signalman/Assistant Signal Maintainer class and will be identified on the roster by adding an asterisk next to his seniority number.

F. All Helpers and Assistants (having no seniority in higher classes) in service as such prior to the effective date of this Agreement will be required to complete the training program outlined in this Agreement. All employees holding positions in classes higher than Assistant in service or having seniority as such prior to the effective date of this Agreement who were hired on or after the date of this agreement will be required to attend the Classroom Instruction periods of the training program outlined herein. When not attending the Classroom Sessions, they will work their regularly assigned positions.

G. Employees enrolled in the training program will, when possible, schedule their vacations so that they do not conflict with the classroom schedule.

H. The parties to this Agreement may change any of the provisions herein by mutual agreement.

II. TRAINING PROGRAM

A. Each Signal Trainee must complete four (4) periods approximately six (6) months each, of 130 eight-hour days each, exclusive of any overtime, formal leave of absence, vacation or military service which will establish four (4) advancing levels of Trainee proficiency. The program will combine classroom instruction, homework and on-the-job training and will cover all phases of signal work for signal facilities utilized on Metro-North property.

B. Each Signal Trainee must complete a minimum of ten (10) days of classroom instruction for each of the four (4) training periods.

C. If possible, when arranging to utilize the training facilities, classes will not be scheduled on agreed upon holidays.

D. During the time employees are temporarily away from their regularly assigned positions on authorized classroom training sessions, the classroom site will be their recognized headquarters, and they shall be considered as working with and under the direction of the designated instructors.

E. All participants in the program will be furnished the appropriate training materials at the beginning of each period of training to enable them to prepare for examination for each period of training. If possible, Metro-North will send the materials in advance to trainees for study purposes. All the required training materials and documents will be furnished by the Carrier at no expense to the employee.

F. There will be a uniform examination for each training period, such examination to be restricted to material covered during that training period. This examination, to be given under the direction of the Carrier, may be a combination of written and oral questions, as well as questions on practical situations with a 70% grade being required to pass the test. Organization representatives may be present to observe examinations, practical demonstrations or classroom sessions, if they desire.

METRO-NORTH/ACRE-SIGNALMEN – CBA

Examinations provided for in this Agreement will be fair and impartial and employees taking these examinations will not be examined on matters with which they have not had an opportunity to become familiar through the study of training manuals and/or classroom coverage applicable to their training status.

G. If an employee fails the first examination in any period, he will be given an opportunity within thirty (30) days after having been so notified to take the examination a second time.

H. An employee hired after the effective date of this agreement who fails to pass a re-examination will forfeit all seniority, and he will be considered as having resigned from Service.

I. An employee in service as Helper or Assistant who fails to pass a re-examination will be required to pass a practical demonstration test administered jointly by a representative of the Company and a representative of the Union before he can be promoted to a higher class.

J. An employee holding a position or having seniority in a class higher than Assistant who fails to pass a re-examination, will not be required to participate further in this program. However, he may, at his option, receive the remaining training material and attend the remaining classroom sessions on the same basis as if he was continuing in the program. His failure to pass the re-examination will not bar his participation in specialized training, as may be arranged from time to time by the parties.

K. Re-examinations will be given in the C&S Training Facility during the employee's tour of duty and both the employee and the local Union representative will be notified one (1) week in advance of the date set.

METRO-NORTH/ACRE-SIGNALMEN – CBA

L. Such re-examination will be prepared at the Training Facility and will be given to the employee in a sealed envelope. When completed, he will place the re-examination papers in another envelope addressed to the Training Facility, seal it, and return it to the Supervisor or his representative.

M. Examinations and the grading of examinations will be agreed upon by the designated Company Official and the General Chairman who may designate an individual to represent him.

N. Where in this agreement reference has been made to 130 eight-hour days, such period will be considered 130 eight-hour days of compensated service.

O. An employee, other than a Trainee, who is entitled to exercise his seniority may displace a Trainee and will thereby place himself at the headquarters location of the Trainee but as an Assistant Signalman/Maintainer. A Trainee entitled to exercise seniority may displace a junior Trainee thereby assuming the headquarters of that Trainee but without otherwise changing his standing in the Trainee program. In reduction of force, the first jobs to be abolished will be Trainee positions.

III. RATES OF PAY

A. Participants will be allowed eight (8) hours at the straight time rate at their regular rate of pay for each day attending classroom training sessions.

B. The regular rate of pay for Signal Trainees accepted in the program will be the following new-hire wage progression, subject to subsequent general wage increases (see Appendix "A"):

1st year	70% of the Signalman rate
2nd year	75% of the Signalman rate
3rd year	80% of the Signalman rate

METRO-NORTH/ACRE-SIGNALMEN – CBA

4th year	85% of the Signalman rate
5th year	90% of the Signalman rate
6th year	100% of the Signalman rate

C. Upon successful completion of the training program, the trainee will be deemed qualified for promotion to Signalman. If two (2) or more Trainees have finished the program, they may select, in the order of their Trainee/Assistant seniority, the Signalman/Maintainer positions that are available to them. If available positions are not filled in this manner, the junior of the two (2) or more Trainees referred to who made no selection will be forced to take the position. Refusal of the junior Trainee to take the position will result in forfeiture of his seniority and the next junior of the two (2) or more Trainees who made no selection will be forced to take the position. The above procedure will be followed until the position is filled or there are no employees who can be forced to take the position.

D. Employees in service on the effective date of this Agreement will not have their rates of pay reduced by reason of their participation in this program.

IV. PROMOTION

A. Signal Trainees may be promoted in the order of their seniority to available permanent positions in the Signalman class prior to completing the training program provided they are the senior applicants and can qualify for such positions. Such employees will be required to complete the classroom portion of the training program.

B. A Trainee who is promoted to a higher position out of seniority order will establish a seniority date for all senior Trainees in the same seniority district, who will take such date in seniority order ranking ahead of such accelerated employees prior to or after they have completed their training and have obtained Maintainer position.

C. A Signal Trainee promoted to a Signalman/Signal Maintainer position, establishing a seniority date for senior employees, may not be displaced by such senior employee at the time such senior employee successfully completes the training program until such time as the senior employee has been assigned to a bulletined position in a higher classification and has displacement rights.

V. EXPENSES

A. In connection with off property classroom instruction, the Company will arrange and pay for lodging facilities, where necessary, that will be of adequate quality and with the assignment of not more than one (1) employee to a room, beginning on the night before the training classes begin continuing throughout the time classes are in session. Employees who will not occupy such lodging facilities and employees who will not attend scheduled classroom sessions must notify the designated Instructor in advance.

B. For off property training, transportation between Company arranged place of lodging and the classroom facility will be made available by the Company.

C. During off property training, the Company will arrange for transportation and will reimburse the employees for meal expenses in compliance with Company policy. If transportation is not provided by the Company and personal transportation is authorized and used, mileage will be allowed for one round trip between the employee's regular headquarters and the lodging facility at the off property training location.

D. For all on property training of Signal Trainees, classroom sessions will begin at 8:30 a.m. and end at 3:30 p.m. inclusive of a one (1) hour meal period. Employees will receive one (1) hour compensation per day for travel and waiting time to and from the classroom training location.

VI. ROTATION OF POSITIONS

- A.** Signal Trainees may be rotated to various work assignments.
- B.** Rotation schedules will be prepared at the beginning of the training program in the same manner as provided below.
- C.** Employees participating in the program but holding a position in Signaller/Maintainer class or higher will not be rotated but will work their regularly assigned position when not in the classroom instruction sessions.
- D.** Trainees may be required at the direction of Management to rotate to positions anywhere within the jurisdiction of the Signal Supervisor of their hiring point without expense. It is also understood that for Signal Construction employees on the Harlem and Hudson lines, the rotation extends to the territory of the Harlem/Hudson/GCT Signal Supervisor's territory.

This Agreement is effective January 1, 1996 and may be terminated by either party giving one (1) year advance notice to

METRO-NORTH/ACRE-SIGNALMEN – CBA

the other party. However, this will not prevent the parties from agreeing to changes or amendments before then.

For the Brotherhood of
Railroad Signalmen:

For Metro-North:

/s/Thomas Ryder
General Chairman

/s/Raymond Burney
Director-Labor Relations

APPENDIX F

**SAMPLE
BULLETIN - ADVERTISING POSITION**

Place _____

Date _____ File _____

Bulletin No _____

The following position is advertised for bids in accordance with the ACRE, Division 166 Agreement. Applications should be sent to the undersigned, where they will be received up to 12 o'clock noon _____(date).

Title of Position _____

Headquarters _____

Rate of Pay _____

Tour of Duty and
Meal Period _____

Assigned Territory _____

Rest Days _____

Prior incumbent _____

(Signed) _____

(Title) _____

METRO-NORTH/ACRE-SIGNALMEN – CBA

**APPENDIX F
(Continued)
BULLETIN - AWARDING POSITION**

Place _____

Date _____ File _____

Bulletin No _____

TO EMPLOYEES CONCERNED:

Position of _____

advertised in Bulletin No. _____

has been awarded to: _____

Effective _____ 19 _____

(Signed) _____

(Title) _____

METRO-NORTH/ACRE-SIGNALMEN – CBA

APPENDIX G

SAMPLE ROSTERS

GROUP I

<u>Name</u>	<u>Emp. #</u>	(a) Inspector <u>Date</u> <u>Rank</u>	(b) Foreman <u>Date</u> <u>Rank</u>	(c) Asst. Foreman Asst. Inspector <u>Date</u> <u>Rank</u>
(d) Maintainer Test <u>Date</u> <u>Rank</u>		(e) Maintainer, Signalman <u>Date</u> <u>Rank</u>	(f) Asst. Mtr., Assistant Signalman <u>Date</u> <u>Rank</u>	(g) Pre-Trainee, Helper <u>Date</u> <u>Rank</u>

GROUP II

<u>Name</u>	<u>Empl. #</u>	(h) Electronic Specialist <u>Date</u> <u>Rank</u>	(i) Electronic Technician <u>Date</u> <u>Rank</u>
-------------	----------------	--	--

APPENDIX H

**AGREED-UPON INTERPRETATIONS
BEREAVEMENT LEAVE**

1. **Q:** How are the three work days to be determined?

A: An employee will have the following options in deciding when to take bereavement leave:

- a) up to three (3) consecutive work days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
- b) up to three (3) consecutive work days, ending the day of the funeral service; or
- c) up to three (3) consecutive work days, ending the day following the funeral service.

2. **Q:** Does the up to three (3) work days allowance pertain to each separate instance, or do the three (3) work days refer to a total of all instances?

A: Up to three (3) days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

Example: Employee had a work week of Monday to Friday - off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

3. Q: Will a day on which a basic day's pay is allowed on account of bereavement leave serve as a qualifying day for holiday pay purposes?

A: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

4. Q: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?

A: Yes as to half-brother, half-sister, or stepchild no as to step-brother, stepsister or stepparents. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

**APPENDIX I
UNION SHOP DUES AND VOLUNTARY
POLITICAL CONTRIBUTIONS CHECK OFF
AGREEMENT**

SECTION 1

(a) Subject to the terms and conditions of this agreement, the Company shall deduct without cost to the Organization or affected employees sums for periodic dues, initiation fees and assessments (not including fines and penalties), which are uniformly required as a condition of acquiring or retaining membership in the Organization by members of the Organization from wages due and payable to said members, from wages earned by them as Signal Department employees of the Company upon the written and unrevoked authorization of a member in the form agreed upon by the parties hereto, a copy of which is attached and made a part hereof, designated as Form "A". The signed authorization may, in accordance with its terms, be revoked in writing at any time after the expiration of one year from the date of its execution, or upon the termination of this agreement or upon the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner. Revocation of the authorization shall be in the form agreed upon by the parties hereto, copy of which is attached and made a part hereof, designated as Form "B".

(b) The Authorization Form "A" and the Revocation of Authorization Form "B" shall be reproduced and furnished as necessary by the Organization without cost to the Company. The Organization shall assume full responsibility for the procurement and execution of said forms by employees and for the delivery of said forms to the Company.

SECTION 2

(a) The General Chairman of the Organization will supply the Company an alphabetized list for each affected local lodge which will contain, in addition to the name, the employee number and the amount to be deducted from the wages of each employee. Separate deduction lists for voluntary political contributions and for periodic dues (including initiation fees and assessments) will be furnished.

(b) After the initial list has been organized, changes will be made in the following manner:

1. A list containing additions, changes in amount of money to be deducted (which may not be changed more often than once every three months) or changes in lodge number shall be furnished to the Company by the General Chairman on or before the 20th day preceding the month in which the payroll deduction will be made. This list will conform to Form "C" attached hereto. If the list contains the names of employees not previously covered by the agreement, a copy of their Form "A" will be attached.

2. A list containing the names of employees who have revoked their deduction authorization, together with a copy of their Form "B" shall be furnished to the Company by the General Chairman on or before the 20th day preceding the month in which the next payroll deduction is to be made. This list will conform to Form "C" attached hereto.

SECTION 3

Deductions as provided herein will be made monthly from the 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.

SECTION 4

The following will have priority over deductions in favor of the Organization as covered by this Agreement:

- (a)** Federal, State and Municipal taxes.
- (b)** Supplemental pension.
- (c)** Other deductions required by law, including garnishment and attachments.
- (d)** Premiums of any life insurance hospital-surgical insurance, or group accident or health insurance.
- (e)** Amount due the Company.
- (f)** Contributions to Voluntary Relief Department.

METRO-NORTH/ACRE-SIGNALMEN – CBA

ACRE, Division 166
ATTACHMENT "A"

**MTA METRO-NORTH
RAILROAD COMPANY
UNION DUES DEDUCTION
AUTHORIZATION**

I hereby authorize MTA-Metro-North 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 Number

Name of Union Affiliation

Local Number

Date

Employee Signature

METRO-NORTH/ACRE-SIGNALMEN – CBA

ACRE, Division 166
ATTACHMENT "B"

Wage Assignment Revocation

Region

MTA METRO-NORTH
RAILROAD COMPANY
AND THE ASSOCIATION OF
COMMUTER RAIL EMPLOYEES

Division

Name (Last Name, First Name, Middle Initial)

Work Location

Employee Number

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

Director - Payroll Operations
MTA METRO-NORTH RAILROAD COMPANY

Effective in the next calendar month, I hereby revoke the wage assignment authorization now in effect assigning to the Association of Commuter Rail Employees, Division 166 that part of my wages necessary to pay initiation fees, periodic dues, and assessments, and I hereby cancel the authorization.

Date

Signature

Local Number

**APPENDIX J
IMPLEMENTING AGREEMENT ENTERED
INTO THIS 27TH DAY OF JULY 1982
BETWEEN THE EMPLOYEES
REPRESENTED BY THE ORGANIZATIONS
SIGNATORY HERETO, METRO-NORTH
COMMUTER RAIL DIVISION (METRO-
NORTH) AND CONSOLIDATED RAIL
CORPORATION (CONRAIL) PURSUANT
TO SECTION 1145 OF THE NORTHEAST
RAIL SERVICE ACT OF 1981**

IT IS AGREED:

1. NUMBER OF EMPLOYEES

A. The number of employees on the Metro-North Seniority Roster will be equal to the number of positions in commuter service within the Metro-North region as of August 1, 1982.

B. The number of Metro-North positions advertised for bid and award will be equal to the number of positions in commuter service within the Metro-North region as of October 1, 1982. These positions will be discontinued on Conrail and transferred to Metro-North effective January 1, 1983.

II. PROCEDURES - OFFERS/ACCEPTANCE

A. The Metro-North positions referred to in Article I(B) will be advertised by special bulletin to employees of the involved craft in the appropriate Conrail seniority district(s) from October 6, 1982 through November 3, 1982. Awards of positions shall be made on December 1, 1982, and the jobs will be effective December 8, 1982.

B. The employees awarded the bulletined positions will be subject to displacement in accordance with the rules of the

METRO-NORTH/ACRE-SIGNALMEN – CBA

applicable Conrail Collective Bargaining Agreement until 11:59 p.m., December 31, 1982.

C. With the exception of the timetable established in Article II(A), the bulletins and awards referred to in Article II(A) will be made in accordance with the provisions of the applicable Conrail Collective Bargaining Agreement. The bulletin will include the following statement:

"This will serve as notice that these positions will be discontinued on Conrail and transferred to Metro-North effective January 1, 1983. The successful applicants for positions with Metro-North will be considered as having applied for and been accepted for employment by Metro-North. The bid and award (or subsequent displacement) will also be considered as the employee's release to transfer the employee's service and personnel records to Metro-North as of December 8, 1982."

D. Vacancies that occur after the awards are made under paragraph A and before December 20, 1982 shall be advertised as part of the regular advertising procedure in accordance with the provisions of paragraph C of this Article II, except that the employee's release to transfer service and personnel records will be as of the effective date of any award.

E. Employees in the seniority districts involved who are on suspension, discharge pending appeal, disability, leave of absence or are full time Union Representatives during the period from the advertisement date to December 31, 1982 who would otherwise have been entitled to transfer to Metro-North under the provisions of this agreement, may within five working days following their return to service with Conrail, exercise seniority to an available position on Metro-North.

III. SENIORITY

A. There will be a single Metro-North Seniority District for each existing Conrail craft or class, except that the number and nature of classes in effect after January 1, 1983 will be determined by the applicable Metro-North Collective Bargaining Agreement. The Metro-North Seniority District will encompass the area of Metro-North operations.

B. The Metro-North Seniority Date for employees transferring to Metro-North and for employees bidding for Metro-North jobs and not awarded a position, the total of such employees not to exceed the number on the Metro-North Seniority Roster established pursuant to Article I(A), shall be the date of earliest retained seniority, in the employee's present craft or class, with Conrail or a Conrail predecessor railroad. The Metro-North Seniority Date will be the only standard of seniority in awarding Metro-North jobs after December 31, 1982. "Prior right" seniority and point or locational seniority will not be applicable on Metro-North after December 31, 1982. No Metro-North employee, however, will be required to exercise his seniority at a distance of more than 30 miles from his home or then current work site as a condition of maintaining his Metro-North seniority unless otherwise provided in an applicable Metro-North Collective Bargaining Agreement, provided, however, that this provision shall not be construed as restricting the right of Metro-North to transfer the location of any work.

C. The initial Metro-North Seniority District Roster shall be posted before March 1, 1983.

D. Employees transferred to Metro-North pursuant to Article II of this Agreement shall retain and continue to accumulate seniority on Conrail but shall only be entitled to exercise such seniority under the following circumstances:

- 1.** If deprived of employment on Metro-North, "Deprived of Employment" as used herein means the inability

METRO-NORTH/ACRE-SIGNALMEN – CBA

of an employee covered by this Agreement to obtain a position in the normal exercise of his seniority rights with Metro-North. It shall not, however, include a deprivation of employment by reason of retirement, separation allowance, resignation, dismissal or disciplinary suspension for cause, work stoppage or failure to work due to illness or disability. Employees who are deprived of employment and who exercise Conrail seniority rights will continue to be considered furloughed Metro-North employees and will be entitled to recall in accordance with the appropriate Metro-North agreement.

On May 1 and November 1 of each year, through November 1, 1987, by written notice by the employee to Conrail and Metro-North at least thirty (30) days in advance thereof provided not more than 10% of Metro-North employees in any craft or class will be permitted to exercise such rights on any May 1 or November 1. In the event that more than 10% of Metro-North employees in a craft or class give notice of a desire to exercise such Conrail rights, the determination of which employees in such craft or class may exercise such rights will be made on the basis of seniority.

E. Employees returning to Conrail pursuant to Article III(D) or III(D)(2) above shall exercise their Conrail seniority in accordance with the applicable Conrail rule governing employees returning from leave of absence.

F. Employees returning to Conrail pursuant to Article III(D)(1) above will maintain Metro-North seniority in accordance with the applicable Metro-North agreement.

G. Employees returning to Conrail pursuant to Article III(D)(2) or Article IV(C) will be terminated from and forfeit all seniority on Metro-North.

H. The requirement of Section 508(C)(7)(E) of NRSA is covered by the existing Conrail Collective Bargaining Agreement.

**IV. EMPLOYMENT OPPORTUNITIES-
UNSUCCESSFUL INITIAL METRO-NORTH
BIDDERS ON THE METRO-NORTH
SENIORITY ROSTER AND FURLOUGHED
EMPLOYEES**

A. Any position advertised after completion of the procedures in Article II of this Agreement and not filled by then current Metro-North employees in accordance with the appropriate Metro-North Collective Bargaining Agreement will be offered first to Conrail employees on the Metro-North Seniority Roster established pursuant to Article I above. If any such positions remain vacant, Metro-North will offer such positions to furloughed Conrail employees with a seniority date prior to January 1, 1983 in the craft involved in seniority order who have indicated, in writing, to Metro-North and to Conrail, their desire for employment by Metro-North. Subject to the applicable Metro-North Collective Bargaining Agreement, employees subject to this Article IV who decline an offer of employment by Metro-North shall forfeit all seniority rights or other preferential rights to employment on Metro-North.

B. Employees entering the employ of Metro-North under this Article IV will obtain Metro-North seniority in accordance with the applicable Metro-North Collective Bargaining Agreement.

C. Furloughed Conrail employees accepted for employment by Metro-North under this Article IV will continue to be considered as furloughed Conrail employees and will be entitled to recall in accordance with the appropriate Conrail agreement.

V. VACATION ELIGIBILITY, ETC.

A. Subject to the provisions of the applicable Metro-North Collective Bargaining Agreement, compensated days and years of service recognized by Conrail shall be used in determining eligibility for benefits such as vacation, sick pay and personal days for employees transferred under Article II or IV. Conversely, compensated days and years of service with Metro-North shall be used in determining eligibility for benefits such as vacation, sick pay and personal days, of employees returning to Conrail under Article III or IV.

B. In the calendar year 1983, Conrail employees transferred to Metro-North in accordance with this agreement shall be granted not less than the number of vacation days with pay they would have received under the applicable Conrail agreement.

C. Service performed for Conrail prior to January 1, 1983 shall be considered in determining eligibility for holiday pay for New Year's Day that may be provided in the applicable Metro-North Collective Bargaining Agreement.

D. There shall be no pyramiding or duplication of any benefit in the application of any portion of this agreement.

VI. DISPUTES

Any dispute or controversy with respect to the interpretation, application or enforcement of the provisions of this agreement which has not been resolved within 90 days may be submitted by any of the parties to an Adjustment Board for a final and binding decision thereon as provided for in Section 3, Second of the Railway Labor Act.

VII. EFFECT OF THIS AGREEMENT

This Agreement will be considered as a separate agreement between Metro-North, Conrail and each of the organizations signatory hereto. This agreement shall take effect on August 1, 1982.

VIII. COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which shall be deemed an original. Signed at Philadelphia, Pennsylvania this 21st day of September, 1982.

For:

BROTHERHOOD OF
RAILROAD SIGNALMEN

/s/J. E. Hansen
/s/B. E. Britcher
/s/W. E. Radziewicz

For:

METRO-NORTH
COMMUTER RAIL DIVISION

/s/Peter Stangl

CONSOLIDATED RAIL CORPORATION
/s/R. E. Swert

METRO-NORTH/ACRE-SIGNALMEN – CBA

September 15, 1982

Mr. John E. Hansen
Vice President
Brotherhood of Railway Signalmen
400 1st Street, N.W.
Washington, D.C.

Re: **Implementing Agreement with Metro-North Commuter
Rail Division**

Dear Mr. Hansen:

As I indicated in our discussion this morning, Metro-North's position in section 510 negotiations concerning health and welfare benefits for current Conrail employees who transfer to the MTA is that it will provide benefits comparable to those provided by Conrail under GA 23,000, but that it wants to assume administrative control of these programs, retaining the right to contract or self-insure for these benefits. Employees transferring to Metro-North as of January 1, 1983 will be covered by Metro-North to the same extent as presently covered by Conrail under GA 23,000.

Sincerely,

/s/Lewis B. Kaden

METRO-NORTH/ACRE-SIGNALMEN – CBA

(Draft Letter of Understanding between representatives of the Non-Operating Unions and Metro-North re: Protection of Seniority for Promoted employees for Implementing Agreement Special Bulletin)

In order to assist in the smooth transfer of agreement and non-agreement employees, Metro-North is prepared to allow Conrail employees who are offered and who accept a non-agreement position with Metro-North to retain their seniority rights in the craft from which promoted, without having to bid on a Metro-North job during the Special Bulletin period of October 6th to November 3rd.

In order to assure that this will not adversely affect the ability of other Conrail employees to obtain a place on the relevant Metro-North seniority rosters, the number of persons on such Metro-North rosters will be expanded, to the extent necessary to accommodate the relevant non-agreement officials on the appropriate roster.

Will you please indicate your concurrence in the space provided.

Sincerely,

/s/Peter E. Stangl
President

I concur:

Signature

Date

Representing

METRO-NORTH/ACRE-SIGNALMEN – CBA

September 15, 1982

Mr. John E. Hansen
Vice President
Brotherhood of Railway Signalmen
400 1st Street, N.W
Washington, D.C.

**Re: Implementing Agreement with Metro-North
Commuter Rail Division**

Dear Mr. Hansen:

You have asked for our view of the application of Article IV of the proposed Implementing Agreement with respect to unsuccessful bidders who are on the Metro-North seniority roster.

Suppose on August 1, in a particular signalmen's classification, there were five positions in the Metropolitan Region, and that on October 1, after one such position is eliminated, there are four positions. Under Article IB of the implementing Agreement four positions in the classification would be bulletined during the special bulletin period. However, under Article IA, there will be five positions in that class on the Metro-North seniority roster. The number five bidder for a position in that class will be placed on the Metro-North seniority roster, even though he has not successfully bid for a Metro-

METRO-NORTH/ACRE-SIGNALMEN – CBA

North job. And under Article IV of the implementing Agreement, any vacancy in this class which arises on Metro-North which is not filled by a current Metro-North employee will be offered to this number five bidder even if he is then working for Conrail.

Sincerely,

/s/Lewis B. Kaden

**APPENDIX K
AGREEMENT DATED NOVEMBER 16, 1978
BETWEEN CONSOLIDATED RAIL
CORPORATION AND BROTHERHOOD OF
RAILROAD SIGNALMEN PROVIDING A
PROCEDURE FOR CALLING C&S
DEPARTMENT EMPLOYEES FOR
TROUBLE INVOLVING MAINTAINER'S
WORK OUTSIDE THEIR REGULAR
WORKING HOURS**

- 1.** A form showing the information included in the attached sample will be used to record the calling and response to calls for work outside of employee's regular working hours.

- 2.** Subject to other provisions of this Agreement, a calling arrangement will be established by Supervisors C&S and Local Chairmen jointly.
 - (a)** The calling arrangement will be subject to the concurrence of the General Chairman and the Director-Labor Relations.

 - (b)** Should the Supervisor C&S and the Local Chairman be unable to agree upon a calling arrangement within 30 days after the effective date of this agreement, then the General Chairman and the Director-Labor Relations will establish the arrangement.

- 3.** On the basis of the calling arrangement, the form (as attached) will be prepared by the Supervisor C&S and placed in the hands of the employees designated to make calls and record responses to call for work. The names of the persons so designated will be furnished to the Local Chairman and the General Chairman.

METRO-NORTH/ACRE-SIGNALMEN – CBA

4. All of the information called for on the form must be recorded at the time the employee is called.

5. Qualified employees may have their names added to or removed from this list at their request if written notification is given to the Supervisor C&S forty-eight (48) hours in advance. Such employees must be able to report to the headquarters of the territory involved within one hour to call in the territory in which they have indicated a desire to be called.

6. The Signal Maintainer assigned to that position in the section involved will, if he has added his name in accordance with Item 5 above, be listed first on the calling list for his section. If more than one Signal Maintainer has the same responsibilities and territory, they will be listed in class seniority order.

7. Employees subject to call for work outside of their regular tour of duty under this Agreement must keep their name, address and telephone number on file with their Supervisor.

8. Employees will be called from the appropriate list for work in the order in which their names appear on the list.

9. A reasonable effort will be made to comply with the procedure outlined above but this shall not be permitted to delay getting a qualified employee to report promptly at the point necessary to cope with the situation.

10. In the application of this understanding two calls will be made to the first six (6) employees whose names appear on the calling list. One call will be made to other individuals on this list.

If an employee fails to respond to calls for service on five consecutive occasion, his name will be removed from the calling list and may be restored to this list only after he has complied

METRO-NORTH/ACRE-SIGNALMEN – CBA

with Item 5 above after having been removed from the list for a period of thirty (30) calendar days.

11. The forms referred to herein will be kept in the office where they are completed for a period of not less than three months and they will be available for review by the General Chairman and Local Chairman, B.R.S.

12. This Agreement shall become effective December 15, 1978 and may be cancelled by either party by not less than 60 days written notice to the other party.

APPENDIX L

**METRO-NORTH'S HEALTH AND
INSURANCE PROGRAM**

COST CONTAINMENT MEASURES

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

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

Precertification and Concurrent Review

Case Management Review

Weekend Admissions

Mandatory, Focused Second Opinion Surgery

Outpatient Surgery Program

Direct Mail Prescription Drugs

Health Maintenance Organizations

Dental Preferred Provider Organization (PPO)

Alcohol/Substance Abuse Plan

METRO-NORTH/ACRE-SIGNALMEN – CBA

Mr. Roland McKenzie
General Chairman - BRS
951 Rohrerstown Road, Suite 200
Lancaster, PA 17601

Re: **Sick Leave Verification**

Dear Sir:

This will confirm our understanding reached during Collective Bargaining that doctor's notes required under Article VII, Section 5 of the Memorandum of Understanding are for verification of sickness or injury only and will not be used for diagnostic purposes by Metro-North.

Very truly yours,

/s/Raymond Burney
Director - Labor Relations

METRO-NORTH/ACRE-SIGNALMEN – CBA

SUPPLEMENT I

**METRO-NORTH COMMUTER RAILROAD
DEFINED CONTRIBUTION PENSION
PLAN FOR AGREEMENT EMPLOYEES**

Benefits of the plan are as set forth in the Metro-North Agreement Employees Pension Plan Booklet.

MEMORANDUM OF UNDERSTANDING
BETWEEN
MTA METRO-NORTH
And
BROTHERHOOD OF RAILROAD SIGNALMEN
Representing
All Signal Employees

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 Brotherhood of Railroad Signalmen and final approval by the Metropolitan Transportation Authority Board of Directors.

THIS AGREEMENT is made this 8th day of March, 2001, by and between the Metro-North Commuter Railroad ("Metro-North") and the employees represented by the Brotherhood of Railroad Signalmen.

ARTICLE 1- GENERAL WAGE INCREASES

SECTION 1 - FIRST GENERAL WAGE INCREASE

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

SECTION 2 - SECOND GENERAL WAGE INCREASE

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

SECTION 3 - THIRD GENERAL WAGE INCREASE

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

SECTION 4 - FOURTH GENERAL WAGE INCREASE

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

SECTION 5 - ELIGIBILITY FOR WAGE INCREASES

The January 1, 1999 retroactive payment shall be granted only to current employees for service performed in 1999 and 2000 and 2001, and on a prorated basis for employees who, during 1999, 2000 or 2001; either: 1) retired; 2) died; 3) resigned while having a vested right to a pension under the Metro-North Defined Benefit Pension Plan or; 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

Effective as soon as possible under the terms of the 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 July 1, 2001, to eligible employees on the same terms and conditions as offered to non-represented employees.

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 as soon as possible under the insurance policy, Metro-North shall provide to active members' dental benefits at the same level of benefit as provided to non-represented active Metro-North employees.

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

ARTICLE VIII - HEARING AIDS

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

ARTICLE IX - FLEXIBLE SPENDING ACCOUNT

Effective January 1, 2002, employees represented by the BRS 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 I- SINGLE DAY VACATIONS

Amend the current single day vacation provisions to allow an employee to request consecutive single day vacation days. In accordance with established practice, these days will be granted at the discretion of management in accordance with the needs of service.

**SECTION II - MANDATORY DIRECT DEPOSIT OF
PAYCHECK**

All employees represented by the BRS 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 III - SCHEDULED WORK CALLING
AGREEMENTS**

Adopt attached Appendices "M" and "N" dated March 8, 2001 regarding scheduled work calling agreements. Appendices "M" and "N" replace and supercede all previous scheduled calling agreements. They will be effective at the date agreed upon between the General Chairman and the Director of Labor Relations as soon as possible after full and final ratification.

SECTION IV - RULE 5 - HANDLING OF EMPLOYEES

Revise Rule 5 in accordance with the attached agreement dated March 8, 2001.

SECTION V - SCOPE RULE

Add the following systems (as they relate to the signal system) to the systems currently listed in the scope rule:

- Track occupancy detection systems
- Office and Field positive train control systems
- Office and Field automatic train control systems
- Office and Field automatic train stop systems
- Office and Field automatic train protection systems

Wayside defect detection systems
Office and Field protective devices
Switch, signal and train control and indication systems
Electronic track circuits
Micro-processor based signal equipment

SECTION VI - MONTHLY APPEALS CONFERENCE

One Local BRS representative may attend the monthly Labor Relations appeals conference without loss of wages.

SECTION VII – CLASSIFICATIONS

Add the word "tested" to the inspector Classification.

SECTION VIII - RULE 4 TIME ALLOWANCES

Revise Rule 4-B-2 in accordance with the attached Amendment.

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 Brotherhood of Railroad Signalmen membership and the approval of the Metropolitan Transportation Authority Board.

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

**FOR BROTHERHOOD OF
RAILROAD SIGNALMEN**

FOR METRO-NORTH

/s/Glenn Bernhard
General Chairman

/s/Raymond Burney
Director - Labor Relations

/s/Thomas Ryder, Local Chairman

/s/Matthew T. Byrns, Local Chairman

/s/William Kelleher, Local Chairman

I Approve:

/s/Dennis Boston, Vice President

AMENDMENT TO 4-B-2

4-B-2 (a) Employees whose service is required to perform scheduled work outside of their tour of duty will be paid as set forth below. This provision will not apply to trouble call out conditions but only in instances where the Carrier has scheduled work to be performed. (see Appendix M). The following will apply:

Any employee whose services are needed for scheduled work will be given at least ten (10) hours notice in advance of the time that the employee is needed to work. If, for example, the employee is required to report at 6:00 a.m., he/she will be so advised by 8:00 p.m. the previous day, and must also be given the work location. If ten (10) hours notice is not given, the employee will be paid at the overtime rate from the time that the telephone notification was given with a minimum of three (3) hours.

Meals shall be paid as provided for in Rule 4-E-2 (d & e). If notification for work as described above is given while the employee is on duty then Rule 4-A-2(b) will govern.

(b) In instances where the work required by the Carrier involves trouble call out conditions the carrier shall use the senior available qualified employee on the trouble call out list. (See Appendix K). The following will apply:

Employees called after release from duty to perform service for trouble calls outside of and not continuous with regular tour of duty shall be paid at the applicable overtime rate from the time called to the time returned to the point at which called or their headquarters with a minimum of three (3) hours at the time and one-half rate.

/s/Glenn Bernhard

/s/Raymond Burney

**APPENDIX M SCHEDULED WORK CALLING AGREEMENT
FOR MAINTENANCE EMPLOYEES Revision Date 3/8/00**

APPENDIX M

AGREEMENT DATED MARCH 8, 2001, BETWEEN THE METRO-NORTH RAILROAD AND THE BROTHERHOOD OF RAILROAD SIGNALMEN PROVIDING A PROCEDURE FOR CALLING C&S DEPARTMENT EMPLOYEES FOR SCHEDULED WORK INVOLVING MAINTENANCE WORK.

1. A form showing the information included in the attached sample will be used to record the calling and response to calls for scheduled work. All of the information called for on the form must be recorded at the time the employee is called.
2. Subject to other provisions of this Agreement, a calling list will be established, maintained and approved by Supervisors C&S and Local Chairmen jointly. Any changes to the calling agreement will be subject to the concurrence of the General Chairman and the Director - Labor Relations.
3. On the basis of the calling list, the form (as attached) will be prepared by the Supervisor C&S and placed in the hands of the employees designated to make calls and record responses to calls for work. The names of the persons so designated will be furnished to the General Chairman and the Local Chairmen, B.R.S.
4. Qualified employees may have their names added or removed from the list upon written notification to the Supervisor C&S at least five (5) calendar days prior to the end of the current month to be added or removed for the upcoming month.
5. BRS employees assigned to the position in the section involved will be listed first on the calling list for his/her section. If more than one BRS employee has the

APPENDIX M

same responsibilities and territory, they will be listed in class seniority order. The territory will be defined by the first shift five day position.

Employees will be called from the appropriate list for work in the order in which their names appear on the list. For example; Inspector, Foreman, Electronic Specialist, Electronic Technician, Assistant Inspector, Assistant Foreman, Maintainer Test, Maintainer and Signalman.

6. Employees subject to call for scheduled work under this Agreement must keep their current name, address and telephone number on file with their Supervisor.
7. A reasonable effort will be made to comply with the procedure outlined above while the employee is on duty.
8. In the application of this understanding the following sequence of calling will be used:

Part (A) Employees working in the classification in the territory where work is required in that classification's seniority order. Only the first six (6) employees listed in Part A will be called twice. The time between the first and second calls to an individual will not be less than twenty-five (25) minutes. All others in Parts B, C and D will be called once.

Part (B) Employees working in the Signal Supervisor's territory working in that classification in that classification's seniority order;

Part (C) Employees working in the Signal Supervisors territory not currently working in that classification but with rights in that classification, in that classification's seniority order;

APPENDIX M

Part (D) Signal Construction Forces will be designated as a supplemental list in the Maintenance Supervisor's jurisdiction and will be listed in appropriate seniority order in the appropriate classification.

9. After the New Haven Maintenance scheduled calling list is exhausted the Signal Construction forces with headquarters on the New Haven Line will be called in appropriate seniority order.
10. After the Hudson, Harlem and Beacon Maintenance scheduled calling list is exhausted the Signal Construction forces with headquarters on the Hudson, Harlem and Beacon Lines will be called in appropriate seniority order.
11. After the Grand Central Terminal and Mott Haven Maintenance scheduled calling list is exhausted the Signal Construction forces with the headquarters on the Hudson, Harlem and Beacon Lines will be called in appropriate seniority order.
12. After the above procedures have been exhausted the affected employee can provide a qualified and available replacement prior to force assignment as referred to in Rule 5-A-1 (1). The replacement must be authorized by the Supervisor in that jurisdiction. It is understood that no grievances or time claims shall be instituted by the Brotherhood of Railroad Signalmen when the affected employee finds a qualified replacement employee prior to the force assignment.

APPENDIX M

13. The forms and lists referred to herein will be kept in the office where they are completed for a period of not less than three months and they will be available for review by the General Chairman and Local Chairmen, B.R.S. A BRS position summary will be supplied to the General Chairman.

For Metro-North

/s/Raymond Burney

For BRS

/s/Glenn T. Bernhard

Dated:

March 8, 2001

**APPENDIX N SCHEDULED WORK CALLING AGREEMENT
FOR SIGNAL CONSTRUCTION FORCES Revision Date 3/8/00**

APPENDIX N

AGREEMENT DATED MARCH 8, 2001, BETWEEN THE METRO-NORTH RAILROAD AND THE BROTHERHOOD OF RAILROAD SIGNALMEN PROVIDING A PROCEDURE FOR CALLING C&S DEPARTMENT EMPLOYEES FOR SCHEDULED WORK INVOLVING SIGNAL CONSTRUCTION WORK.

1. A form showing the information included in the attached sample will be used to record the calling and response to calls for scheduled work. All of the information called for on the form must be recorded at the time the employee is called.
2. Subject to other provisions of this Agreement, a calling list will be established, maintained and approved by Supervisors in Signal Construction and Local Chairmen jointly. Any changes to the calling agreement will be subject to the concurrence of the General Chairman and the Director - Labor Relations.
3. On the basis of the calling list, the form (as attached) will be prepared by the Supervisor Signal Construction and placed in the hands of the employees designated to make calls and record responses to calls for work. The names of the persons so designated will be furnished to the General Chairman and the Local Chairmen, B.R.S.
4. Qualified employees may have their names added or removed from the list upon written notification to the Supervisor Signal Construction at least five (5) calendar days prior to the end of the current month to be added or removed for the upcoming month.

APPENDIX N

5. BRS employees assigned to the position in the section involved will be listed first on the calling list for his/her section. If more than one BRS employee has the same responsibilities and territory, they will be listed in class seniority order. The territory will be defined by the first shift five day position.

Employees will be called from the appropriate list for work in the order in which their names appear on the list. For example; Foreman, Assistant Foreman, Maintainer Test, and Signalman.

6. Employees subject to call for scheduled work under this Agreement must keep their current name, address and telephone number on file with their Supervisor.
7. A reasonable effort will be made to comply with the procedure outlined above while the employee is on duty.
8. In the application of this understanding the following sequence of calling will be used:

Part (A) Employees working in the classification in the territory where work is required in that classification's seniority order. Only the first six (6) employees listed in Part A will be called twice. The time between the first and second calls to an individual will not be less than twenty-five (25) minutes. All others in Parts B, C and D will be called once.

Part (B) Employees working in the Signal Supervisor's territory working in that classification in that classification's seniority order;

APPENDIX N

Part (C) Employees working in the Signal Supervisors territory not currently working in that classification but with rights in that classification, in that classification's seniority order;

Part (D) Signal Maintenance Forces will be designated as a supplemental list in the Construction Supervisor's jurisdiction and will be listed in appropriate seniority order in the appropriate classification.

9. After the New Haven Signal Construction scheduled calling list is exhausted the Maintenance forces with headquarters on the New Haven Line will be called in appropriate seniority order.
10. After the Hudson, Harlem and Beacon Signal Construction scheduled calling list is exhausted the Maintenance forces with headquarters on the Hudson, Harlem and Beacon Lines will be called in appropriate seniority order.
11. After the Grand Central Terminal and Mott Haven Signal Construction scheduled calling list is exhausted the Maintenance forces with the headquarters on the Hudson, Harlem and Beacon Lines will be called in appropriate seniority order.
12. After the above procedures have been exhausted the affected employee can provide a qualified and available replacement prior to force assignment as referred to in Rule 5-A-1 (1). The replacement must be authorized by the Supervisor in that jurisdiction. It is understood that no grievances or time claims shall be instituted by the Brotherhood of Railroad Signalmen when the affected employee finds a qualified replacement employee prior to the force assignment.

APPENDIX N

13. The forms and lists referred to herein will be kept in the office where they are completed for a period of not less than three months and they will be available for review by the General Chairman and Local Chairmen, B.R.S. A BRS position summary will be supplied to the General Chairman.

For Metro-North

/s/Raymond Burney

For BRS

/s/Glenn T. Bernhard

Dated:

March 8, 2001

FORCE ASSIGNMENT RULE

When work is required by Metro-North to fill a regularly bulletined position and the Scheduled Call Out List has been exhausted, the incumbent of the position will be force assigned.

In the event there is no incumbent on the position, the Scheduled Call Out List will be used first. If the Call Out List is exhausted, then the junior available employee on the Call Out List in the classification and in the Local's jurisdiction will be force assigned to perform the required work. When force assignments become necessary, the General Chairman will be promptly notified. The Union or the employee being force assigned may identify a substitute employee. The substitute must be qualified and available and willing to voluntarily cover the assignment. The substitution must be approved by the Signal Supervisor.

Individuals in an authorized leave status such as sick leave, vacation, personal day, union business, bereavement, leave of absence or single day vacation, will not be force assigned as described above.

When Metro-North requires work to be performed that is not part of a regular assignment, it will be filled in accordance with the process in Attachment "M" (or Attachment "N", where applicable). If the Attachment "M" (or "N") process does not produce sufficient BRS represented employees, Metro-North will notify the BRS General Chairman. The General Chairman will attempt to obtain available, qualified employees represented by the BRS to perform this work. If this does not produce sufficient BRS represented employees, Metro-North may perform the work as it sees fit.

/s/Glenn Bernhard

/s/Raymond Burney

Scheduled Overtime Call Out Agreement

5-A-1 (h) Where work is required by the Company to be performed on any day which is not a part of any assignment, it may be performed by an available unassigned employee who will otherwise not have forty (40) hours of work that week; in all other cases by the regular employee. (See Appendix K for trouble calls involving Maintainer's work.)

When maintainers work is required to be performed on an overtime basis and that overtime work is not part of a five (5) day assignment, the overtime work will accrue to the Maintainers and Assistant Inspectors in that territory in their relative maintainers seniority order. When the overtime work to be performed is part of a seven (7) day assignment, the overtime work will accrue first to the employee holding the five (5) day assignment and then to the Maintainers and Assistant Inspectors in that territory in their relative maintainers seniority order.

/s/Glenn Bernhard

/s/Raymond Burney

INSPECTOR - An employee assigned to direct the work of employees and to inspect the facilities, equipment or apparatus installed, maintained, tested or repaired by employees under this agreement.

/s/Glenn Bernhard

/s/Raymond Burney

Rule 5-A-2(b) is changed to:

- (b) if additional employees are required for such overtime, other qualified employees from the appropriate Appendix M or N will be offered the overtime in seniority order.

/s/Glenn Bernhard

/s/Raymond Burney

MEMORANDUM OF UNDERSTANDING
BETWEEN

MTA METRO-NORTH

AND

ASSOCIATION OF COMMUTER RAIL EMPLOYEES

Division 166

Representing

Signalmen

The parties hereby agree to the following amendments and changes to the Collective Bargaining Agreement for period January 1, 2003, through December 31, 2006.

This Memorandum of Understanding is subject to ratification by the membership of the Association of Commuter Rail Employees Division 166 – Signalmen, and final approval by the Metropolitan Transportation Authority Board of Directors.

THIS AGREEMENT is made this 15th day of January, 2004, by and between Metro-North Commuter Railroad ("Metro-North") and the employees represented by the Association of Commuter Rail Employees - Division 166.

ARTICLE I - GENERAL WAGE INCREASES

SECTION I - LUMP SUM PAYMENT FOR 2003

Following membership and MTA Board ratification, Metro-North will pay a one-time non-recurring lump sum payment of \$1,000 to each employee who meets the eligibility requirements specified below in Section 5.

SECTION 2 - 2004 GENERAL WAGE INCREASE

Effective January 1, 2004, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on December 31, 2003 shall be increased by three percent (3%).

SECTION 3- 2005 GENERAL WAGE INCREASE

Effective January 1, 2005, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on December 31, 2004 shall be increased by three percent (3%).

SECTION 4 - 2006 GENERAL WAGE INCREASE

Effective January 1, 2006, all rates of pay irrespective of the method of payment (hourly, daily, etc.) in effect on December 31, 2005 shall be increased by three percent (3%).

SECTION 5- ELIGIBILITY FOR WAGE INCREASES

In order to be eligible to receive the above referenced lump sum payment, the employee must have been on the payroll between January 1, 2003 and December 31, 2003. Employees who were on the payroll during 2003 for less than twelve (12) months (retirees, new hires or otherwise off pay status) for one (1) month or more shall have their lump sum prorated based on the number of months on the payroll over a denominator of twelve (12). Fifteen (15) days or more on the payroll in a month shall constitute a month of service.

Example: An employee retires on September 1, 2003. Such employee had eight (8) months on the payroll and shall receive 8/12ths of the lump sum amount.

Employees who were terminated or voluntarily resigned during 2003 or before the final ratification of this Agreement by the MTA Board of Directors in 2004 shall not be entitled to the lump sum payment or any pro rata share of the lump sum payment.

ARTICLE II - DEFINED BENEFIT PENSION PLAN

Effective January 1, 2004, employees hired between January 1, 1983 and December 31, 2003, and who are participants of Metro-North Agreement Defined Contribution Pension Plan (also known as the "Vanguard Plan" or "Plan"), shall cease making employee contributions to said Plan and Metro-North shall also cease making contributions to said Plan.

Such employees and all employees hired after December 31, 2003, shall commence participation in a new defined benefit program within the MTA Defined Benefit Plan ("New Program") and such New Program shall have the same terms and conditions as those applicable to non-represented employees of Metro-North in the MTA Defined Benefit Plan except as follows:

- 1 Current employees as of January 1, 2004 shall receive service credit for service rendered on or after January 1, 1983, based on their date of hire at Metro-North and all employer contributions and the earnings attributable to such contributions credited to such employee in the Vanguard Plan for such service shall be transferred to the MTA Defined Benefit Plan.
- 2 All employees shall make three percent (3%) member contributions to the New Plan. All 2004 retroactive wage adjustments for all employees will be contributed directly into the new defined benefit program.
- 3 Employee contributions and the earnings from these contributions made to the Vanguard Plan shall remain in the Vanguard Plan. The parties agree to seek approval from the Internal Revenue Service to allow employees to transfer, at the employees request, their contributions from the Plan to the MTA Deferred Compensation Plan.

ARTICLE III - BENEFITS

Health Insurance Premiums

All new employees hired after full and final ratification of this Agreement will contribute to the premium cost of the health insurance plan at the same rate paid by Metro-North management employees, including future adjustments.

Vision Benefits

Effective July 1, 2004, the level of Vision Benefits for ACRE Division 166 Members will be equal to those for Metro-North Railroad Management employees.

Life Insurance

Effective upon the full and Final ratification of this Agreement the existing Company paid Life Insurance benefit of \$100,000 is eliminated.

ARTICLE IV - WORK RULE CHANGES

Rule 1 - Application for Employment

Amend Rule 1-A-1 (b) and 1-A-2 of the Agreement to extend the probationary period for new employees to one hundred eighty (180) days after entering service.

Rule 2 - Selection of Positions

Amend Rule 2A- 4, Rule 2B-1, and 2C-1 to require that employees must exercise seniority within five (5) calendar days.

New hires will not be able to voluntarily exercise seniority until they have completed one (1) year of service.

Rule 4 - Time Allowance

Amend Rule 4-B to provide that when required to operate a remote CIL machine in an emergency, at the direction of management or an RTC, the senior employee will receive pay for all hours operating the machine. The payment will be the 1/2 time rate of pay with a minimum of four (4) hours at half-time, or two (2) hours at straight time.

Rule 5 - Handling of Employees

Amend Rule 5-B-1 to provide that employees who are required to operate heavy construction equipment such as the Backhoe, Boom Truck, BobCat, Excavator and Hi-Rail vehicles will receive an additional one (1) hour payment per day at straight time.

Appendix M and N Callouts

Amend Section 8, Part A of Appendix M and N reducing the time between calls from twenty- five (25) minutes to ten (10) minutes.

Appendix E Training Agreement

Modify the December 1, 1995 Training Agreement, Section VI (D), to provide that the jurisdiction of the Signal Supervisor for the rotation of Maintenance Trainees will include GCT in the same fashion as currently in place for Construction employees.

Appendix A

Modify Appendix A to provide that signal trainees will commence training at seventy percent (70%) of the Signaller rate, including the skill adjustment.

Rule 12 - Personal Leave

Eliminate Rule 12-A-1 (e) of the Agreement that provided for an additional Personal Leave Day after thirty (30) years service.

ARTICLE V – MORATORIUM

- (1) The Agreement shall be effective January 1, 2003 and shall remain in effect through December 31, 2006 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 or progress prior to July 3, 2006 (not to become effective before January 1, 2007) any notice or proposal for the purpose of changing agreements.

This Memorandum of Understanding is subject to ratification by the membership of the ACRE Division 166 and final approval by the Metropolitan Transportation Authority Board of Directors.

**FOR ASSOCIATION OF COMMUTER
RAIL EMPLOYEES DIVISION 166**

FOR METRO-NORTH

Thomas J. Ryder
General Chairman, ACRE Division 166

Raymond Burney
Direct - Labor Relations

Metro-North Railroad

January 15, 2004

Mr. Thomas Ryder
General Chairman - ACRE - Div. 166
420 Lexington Avenue, Suite 215
New York, New York 10017

Re: **Retiree Health Benefits**

Dear Mr. Ryder

Retired Metro-North employees are ineligible for health and welfare benefits under the Empire Plan when they become eligible for Medicare benefits. Metro-North agrees to seek agreement from the Empire Plan administrators to allow retired Metro-North employees to continue enrollment in the Empire Plan with the retiree paying the full cost of this continued enrollment directly to the Empire Plan.

Very truly yours,

Raymond Burney
Director - Labor Relations

Metro-North Railroad

January 15, 2004

Mr. Thomas Ryder
General Chairman - ACRE - Div. 166
420 Lexington Avenue, Suite 215
New York, New York 10017

Re: Pay for Union Business

Dear Mr. Ryder:

This will confirm that Metro-North will examine the legal and practical implications of establishing a procedure wherein active, full time Metro-North employees who are bonafide Union Officials will receive pay from Metro-North while on Union Business and the Union will reimburse Metro-North for all of the payroll costs incurred by Metro-North. This arrangement will not change the current rules or practices that determine when an active employee who is a Union Official is entitled to receive compensation from Metro-North.

Very truly yours,

Raymond Burney
Director - Labor Relations

Metro-North Railroad

January 15, 2004

Mr. Thomas Ryder
General Chairman - ACRE - Div. 166
420 Lexington Avenue, Suite 215
New York, New York 10017

Re: Deposit of \$1,000 Lump Sum Directly into Deferred Compensation Plan

Dear Mr. Ryder.

This will confirm that Metro-North will examine the legal and administrative implications of allowing employees, at their choice, to have the \$1,000 lump sum payment for 2003 deposited directly into an MTA Deferred Compensation Plan account.

Very truly yours,

Raymond Burney
Director- Labor Relations

Metro-North Railroad

June 23, 2005

Mr. Thomas Ryder
General Chairman ACRE - Division 166
72 Oxbow Lane
West Haven, CT 06516

Re: Labor Management Committee

Dear Sir:

This will confirm our discussions in the Labor Management Committee formed as a result of the 2002-2006 Collective Bargaining Agreement. The parties discussed the issue of assigned breaks for employees working on the Trouble Desk in Grand Central Terminal.

As agreed, Metro-North will make its best efforts, consistent with the needs of service, to allow an employee to receive a 10-15 minute break in the morning and afternoon of each shift. As is currently the practice, an available Electronic Specialist will cover the desk for this short interval. It is understood that no additional staffing will be provided and there is no penalty to Metro-North if service requirements do not allow a break to be given on a particular day.

Very truly yours,

Raymond Burney .
Director - Labor Relations

cc: W. Staley

Metro-North Railroad

January 26, 2006

Mr. Joseph Santorelli
General Chairman ACRE - Division 166
50 Ninham Avenue
Wappingers Falls, NY 12590

Re: Rule 5-B-1 (Handling of Employees)

Dear Sir

This will confirm our understanding reached that Metro-North vehicles equipped with snow plows will be added to the list of vehicles set forth in Rule 5-B-1. Specifically, if an employee is instructed to use the snow plow on his vehicle to clear the path to a C&S location, he will be paid an additional one (1) hour for that day at the straight time rate.

If the above reflects our understanding, please sign below and return a copy to my office.

Very truly yours,

Raymond Burney
Director, Labor Relations

I concur:

Mr. Joseph Santorelli
General Chairman ACRE - Division 166

Date

cc: W. Staley
K. Gregory

MEMORANDUM OF UNDERSTANDING

BETWEEN

MTA METRO-NORTH

And

ASSOCIATION OF COMMUTER RAIL EMPLOYEES

Division 166

Representing

Signalmen

The parties hereby agree to the following amendments and changes to the Collective Bargaining Agreement for the period January 1, 2007, through July 15, 2010.

This Memorandum of Understanding is subject to ratification by the membership of the Association of Commuter Rail Employees Division 166 - Signalmen, and final approval by the Metropolitan Transportation Authority Board of Directors.

THIS AGREEMENT is made this 19th day of October, 2007, by and between Metro-North Commuter Railroad ("Metro-North") and the employees represented by the Association of Commuter Rail Employees - Division 166.

ARTICLE I - GENERAL WAGE INCREASES

SECTION 1 - 2007 GENERAL WAGE INCREASE

Effective January 1, 2007, all rates of pay irrespective of the method of payment (hourly, daily, etc) in effect on December 31, 2006 shall be increased by four percent (4%).

SECTION 2 - 2008 GENERAL WAGE INCREASE

Effective January 1, 2008, all rates of pay irrespective of the method of payment (hourly, daily, etc) in effect on December 31, 2007 shall be increased by three and one-half percent (3.5%).

SECTION 3 - 2009 GENERAL WAGE INCREASE

Effective January 1, 2009, all rates of pay irrespective of the method of payment (hourly, daily, etc) in effect on December 31, 2008 shall be increased by three percent (3%).

ARTICLE II - DEFINED BENEFIT PENSION PLAN

Employees enrolled in Article 12 of the MTA Defined Benefit Pension Plan ("Article 12") shall be subject to the following changes:

1. All participants in Article 12 shall make three percent (3%) member contributions until January 1, 2014, or until they have contributed for ten (10) years from the date of participation in Article 12, whichever is later.
2. Retirement Incentive - All participants in Article 12 who attain age sixty (60) prior to or on July 15, 2010, and who are otherwise eligible to retire, shall be eligible to retire under Article 12 at such age without the early retirement reductions.
3. All employees hired after full and final ratification of this agreement shall become members in the MTA Defined Benefit Pension Plan under a program the same as Article 12 as applicable to other Metro-North employees without any provisions for early retirement prior to age sixty-two (62), including the retirement incentive referred to in paragraph 2 above; and with provision that overtime earnings in excess of twenty percent (20%) of regular wages shall not be included in the calculation of any retirement benefit, including, but not limited to death benefits.

ARTICLE III- HEALTH AND WELFARE
PREMIUM CONTRIBUTIONS

Effective the first pay period following full and final ratification, health and welfare premium contributions for employees hired since 2004 will be discontinued.

ARTICLE IV - WORK RULES

Rule 2 (Selection of Positions)

Amend Rule 2-D-1(a) to provide that:

An employee promoted to a position above the class of Maintainer and Signalman will be given a reasonable opportunity to qualify. Before being awarded the position, the employee will be given a written test to demonstrate his basic abilities. If he does not pass, he will be considered disqualified from the position.

Rule 4-C-1 (Paid Holidays)

Effective 2010, Martin Luther King Birthday is added to the list of Holidays.

Amend Rule 4-B (Time Allowances)

The Advance Call requirements contained in Rule 4 and the March 8, 2001 Side Letter have been eliminated for Scheduled Work (Appendix M and N). This change does not apply to Appendix K Trouble Calls.

Rule 6 (Discipline) Establish Pre-Trial Meeting

Amend Rule 6(A) 2 (a) to provide that:

Within fifteen (15) calendar days from receipt of notice of the offense, the employee and if he so desires, his duly accredited representative, will meet with the Company's representative for the purpose of discussing the disciplinary matter. At the meeting, the parties will either agree in writing to the discipline, if any, to be assessed, or a trial will be scheduled to begin no later than fifteen (15) calendar days after the meeting. If management's representative fails to attend the meeting, the charges will be withdrawn. If the employee or his representative fails to attend the meeting, the

Company may assess whatever discipline it considers appropriate, subject to appeal, pursuant to ACRE Rule 7.

NWP Shop Agreement

Metro North has the discretion to establish up to ten positions in North White Plains, New York to repair signal relays where a special expertise is necessary.

These positions shall be subject to all rules of the Agreement effective January 1, 2003, except those dealing with displacement, starting time, and hours of assignment, provided, however, that the overtime provisions shall apply.

It is understood that the existing employees working in North White Plains are grandfathered in on their positions. Subsequent vacancies and new positions will be advertised under the guidelines set forth in this Shop Agreement. Metro-North Railroad will have the right to select from those applicants who have previously expressed an interest in these positions and have completed training to acquire the requisite skills needed to perform the work. All things being equal, seniority will govern the selection.

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

In the event of a furlough, the Shop Agreement will not permit a more junior employee to be retained in service in place of a more senior employee.

APPENDIX "E" TRAINING AGREEMENT

1. The probationary period for new employees will be extended to one (1) year from start date in the C&S Department.
2. Phase I Training will begin at Metro-North's discretion.
3. Metro-North has the discretion to reduce the training modules between the phases to as short as three (3) months.
4. The passing grade for all training examinations in Phases 1 to 5 will be ninety percent (90%). Incumbents hired before October 1, 2007 must attain a passing grade of 85%.

The Sunset Clause set forth in Section VI (D) of the Training Agreement has been eliminated.

PHASE 5 TRAINING AGREEMENT

The parties have agreed to amend the Dec. 1, 1995 Training Agreement by adding a new Phase 5 component covering an advanced training module. (Attached)

The rate changes for employees that will be granted in exchange for passing the Phase 5 examination is reflected in the Rate Chart attached to this Memorandum. The rates will be adjusted on December 31, 2007. The employees will qualify for the new rates when they pass the Phase 5 test.

The Phase 5 test will be available prior to July 1, 2008.

Agreement Books

Metro-North will have agreement books printed and distributed in calendar 2008.

ARTICLE V – MORATORIUM

1. The Agreement shall be effective January 1, 2007 and shall remain in effect through July 15, 2010 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 or progress prior to January 1, 2010 (not to become effective before July 16, 2010) any notice or proposal for the purpose of changing agreements.

Metro-North/ACRE Signalmen
Memorandum of Understanding
October 19, 2007
Page 5

This Memorandum of Understanding is subject to ratification by the membership of the ACRE Division 166 and final approval by the Metropolitan Transportation Authority Board of Directors.

**FOR ASSOCIATION OF COMMUTER
RAIL EMPLOYEES DIVISION 166**

FOR METRO-NORTH

Joseph D. Santorelli
General Chairman, ACRE Division 166

Raymond Burney
Director - Labor Relations

Darren Berger
Deputy General, ACRE Division 166

**Metro-North Railroad
Collective Bargaining 2007-2010
ACRE Signalmen**

METRO-NORTH TITLE	2007 rate	Increase	New Rate
Foreman - Signal	\$32.64771	\$0.75	\$33.40
Assistant Foreman - Signal	\$29.39287	\$1.25	\$30.64
Electronic Specialist	\$33.03388	\$0.50	\$33.53
Electronic Technician	\$32.47118	\$0.50	\$32.97
Signal Maintainer	\$28.75294	\$1.15	\$29.90
Signal Maintainer Test	\$29.20530	\$1.00	\$30.21
Signalman	\$28.41090	\$0.50	\$28.91
Signal Trainee - Full Rate	\$28.41090		
Signal Inspector	\$33.12215	\$0.75	\$33.87
Assistant Signal inspector	\$29.39287	\$1.25	\$30.64

APPENDIX "E" PHASE 5 TRAINING AGREEMENT

IT IS AGREED

The purpose of this Agreement is to institute a procedure for classroom sessions; to provide for continuous advanced education and training in the existing and evolving signal technology. This provision is not intended to establish pre-award qualifications.

I. PARTICIPANTS

A. All Signal employees, in the class of Signaller and above, will be required to participate in this program. They will be compensated at their straight time rate of pay for attending the training session.

B. An employee, within seven (7) days of receipt of notice to attend a training session, may request to take an examination covering the material to be used in the training session. The examination will be administered in accordance with Article II Paragraph G within fifteen (15) days after receipt of the employee's request.

II. TRAINING PROGRAM

A. A training session will not exceed one consecutive week. The session will be held at Metro-North's North White Plains facility.

B. Participants will be given at least thirty (30) calendar days advance notice to attend a session. The advance notice requirement may be voluntarily waived by a replacement candidate in the event there is a cancellation.

C. When arranging to utilize the training facilities, classes will not be scheduled on agreed upon holidays.

D. Employees enrolled in the training program will have training scheduled so that it does not conflict with the employee's vacation request.

E. During the time employees are temporarily away from their regularly assigned positions on authorized training sessions, the training site will be their recognized headquarters. They will be considered as working with, and under, the guidance of the designated instructors.

F. All participants in the program will be furnished with the appropriate training materials at the time notified to attend each training program. This will enable them to prepare for examination for that training period. The contents of each training session, and the exams that will be administered, will be reviewed and approved by the General Chairman.

All the required training materials and documents will be furnished by the Carrier at no expense to the employee. The General Chairman will also be furnished with a copy of the training materials.

G. There will be a uniform examination for each training period. Such examination will be restricted to material covered during that training period. This examination, to be given under the guidance of the Carrier, will be an open book exam, consisting of multiple choice questions. A 90% total grade is required to pass the test. Organization representatives may be present, if they desire, to observe examinations, and/or classroom sessions.

Examinations provided for in this Agreement will be fair and impartial. Employees taking these examinations will not be examined on matters in which they have not had an opportunity to become familiar.

H. If an employee fails to receive a score of 90% or above on the examination, he will, upon completion of the training session, be given an opportunity to take the exam a second time. A local representative, if requested, will be present to observe the re-examination and will be reimbursed by the carrier.

I. Re-examination will be given in the office of the employee's supervisor or the headquarters during the employee's tour of duty. Both the employee and the local union representative will be notified one week in advance of the date set. A local representative will be present to observe the re-examination and will be paid by the carrier.

J. If the employee should again fail the re-examination, the employee may request a future re-examination. The examination will be given in accordance with Paragraph H. Such re-examination(s) will be at the employee's expense.

K. Such re-examination(s) will be prepared at the NWP Training facility and will be given to the employee in a sealed envelope by his supervisor. When completed, he will place the re-examination papers in another envelope addressed to the training facility, seal it, and return it to the supervisor or his representative.

L. If the employee should fail the first re-examination, he will not be permitted to obtain seniority in a higher classification until such time as he/has successfully passed the re-examination. The provisions of this section will not affect the rights of an employee to exercise seniority in any class which he already possesses. This is in accordance with all other Rules pertaining to seniority in the Collective Bargaining Agreement.

M. If an employee should fail the second re-examination, he will not be allowed to work in a classification higher than Signaller or Maintainer.

1. Signallers and employees with twenty-five (25) or more years of service, and within five (5) years of retirement age, shall be exempt from item M of Section II.

N. All re-examinations will be administered within a thirty (30) calendar day period and will not exceed such time period.

III. EXPENSES

1) Employees who are scheduled to attend the training session will not be assigned to regular or overtime duties in connection with his/her bulletin assignment. For the duration of the training session, this period will begin eight (8) hours prior to the start of the first class on the first day, and ending at the close of the last class on the last day.

2) For all on property training, classroom sessions will begin at 8:30 a.m. and end at 3:30 p.m., which includes a one-hour meal period. Employees will receive one-hour compensation per day for travel and waiting to and from the classroom training location.

IV. SELECTION FOR TRAINING

A. Metro-North agrees to have all existing employees on the property cycle through the Phase 5 Training within three (3) years from the start of Phase 5 training. It is planned that this training will commence in the first quarter of 2008. Best efforts will be made by Metro-North to commence the training as soon as possible after ratification.

For the ACRE Signal - Division 166:

For Metro-North:

Joseph Santorelli
General Chairman

Raymond Burney
Director- Labor Relations

October 19, 2007

Mr. Joseph D. Santorelli
General Chairman - ACRE - Div. I66
50 Ninham Avenue
Wappingers Falls, NY 12590

Dear Sir:

This will confirm our understanding reached in collective bargaining concerning a number of issues of concern to the parties. An outline of the resolution of these issues is set forth below:

Trouble Desk

Metro-North agrees to change the rate of pay from Signalmen to the Maintainers Rate of Pay.

Vacation Relief Issues

Metro-North agrees to allow the vacation relief employee(s) to have some choice when there are multiple assignments. This change will not change MN's discretion in determining which vacancies will actually be filled.

The open vacation jobs for selection will be posted as close to two (2) weeks in advance as possible to allow the vacation relief employees to select. The details regarding the administration of this process will be worked out locally with C & S and ACRE.

Metro-North agrees to allow the vacation relief employees to slot in at the bottom of the Appendix M Scheduled Work call list.

The current payment for vacation relief employees going on or off shift will be eliminated December 31, 2007.

Electronic Technicians/ Specialists

Metro-North agrees to a loosening of the current restrictions which provide for seniority forfeiture when an employee bids down to a Maintainer or Signalman position. It is agreed to allow an employee who has worked as a Specialist or Technician for ten (10) years to bid back, on a limited basis.

Mr. Joseph D. Santorelli
Page 2
October 19, 2007

Metro-North will allow one employee in each category (Specialist and Technician) to bid back to the field in a calendar year. This will start in January 2008.

Further, the employee who goes back to the field cannot voluntarily return to a Specialist or Technician position for two (2) years.

Monthly Appeals Conferences

Two (2) Local Union Representatives with issues or cases on the monthly docket will be released without loss of compensation to attend appeals conference with the Labor Relations Department.

Very truly yours,

Raymond Burney
Director - Labor Relations

I agree:

Joseph Santorelli
General Chairman

October 19, 2007

Mr. Joseph D. Santorelli
General Chairman - ACRE - Div. I66
50 Ninham Avenue
Wappingers Falls, NY 12590

Re: Early Retirement Health Benefits

Dear Mr. Santorelli:

This letter shall memorialize the parties understanding with regard to the provision of health benefits to certain retirees. Members of the Association of Commuter Rail Employees – Signalmen who are participants in the Defined Benefit Retirement Program for Represented Employees of the Commuter Rails (hereinafter the “MTA Defined Benefit Plan”) who satisfy the minimum age and years of service requirements of the MTA DB Plan for an early retirement benefit (55/10), who receive said benefit from the MTA DB Plan upon retirement, and who have been participants in the New York State Health Insurance Plan for at least six month prior to their retirement date shall be entitled to retiree health benefits until they obtain sixty-five (65) years of age.

Metro-North Commuter Railroad will provide said health benefits to eligible retirees represented by the ACRE-Signalmen. Dependents shall continue to receive health benefits in accordance with the eligibility criteria established under the “Roosevelt Agreement”. Nothing contained in this letter agreement shall be construed to change, alter or amend any other aspect of the “Roosevelt Agreement”.

Additionally, retirees who qualify for and receive regular or a disability pension as provided for in the MTA DB Plan will be eligible for health benefits until they reach age sixty-five (65). If the retiree dies before reaching age sixty-five (65), the retiree’s spouse and dependents will continue to receive health benefits until the retiree would have reached age sixty-five (65).

Very truly yours,

Raymond Burney
Director - Labor Relations

October 19, 2007

Mr. Joseph D. Santorelli
General Chairman - ACRE - Div. I66
50 Ninham Avenue
Wappingers Falls, NY 12590

Re: **Retirement Incentive**

Dear Mr. Santorelli:

This letter will confirm our discussions during the recently completed negotiations for a new collective bargaining agreement regarding the Retirement Incentive referenced in Paragraph 2, Article II of the October 19, 2007 Memorandum of Understanding ("Retirement Incentive").

It is understood by and between the parties that in order to fund a portion of the Retirement Incentive, this Collective Bargaining Agreement has been extended for two and one-half months beginning in 2010. This two and one-half month extension shall terminate on the then existing contract's anniversary date which occurs after July 15, 2014, unless Metro-North determines to continue the Retirement Incentive. In such event, the reversion of the extension shall not occur and Metro-North's option to discontinue the retirement incentive shall expire.

Very truly yours,

Raymond Burney
Director - Labor Relations

October 19, 2007

Mr. Joseph D. Santorelli
General Chairman - ACRE - Div. I66
50 Ninham Avenue
Wappingers Falls, NY 12590

Re: Temporary Retirement Incentive & Actuarial Reductions

Dear Mr. Santorelli:

In the Memorandum of Understanding dated October 19, 2007, Article II, Paragraph 5 provides for a temporary Retirement Incentive for participants in the New Program who attain age sixty (60) prior to or on July 15, 2010.

Regarding participants in the New Program who do not reach age sixty (60) prior to or on July 15, 2010 but who otherwise qualify for early retirement under Article 12 of the MTA Defined Benefit Pension Plan, the actuarial reduction factors in section 12.3.02(b) remain intact. Simply stated, the early retirement reduction factor is three percent (3%) per year. For example, participants in the New Program who retire at age fifty-nine (59) prior to or on July 15, 2010 shall have their pension reduced by three percent (3%). Those who retire during this time period at age fifty-eight (58) shall have their pension reduced by six percent (6%) and so on down to age fifty-five (55).

Very truly yours,

Raymond Burney
Director - Labor Relations

October 19, 2007

Mr. Joseph D. Santorelli
General Chairman - ACRE - Div. I66
50 Ninham Avenue
Wappingers Falls, NY 12590

Re: **Grievance Mediation – Return to Duty Status**

Dear Mr. Santorelli:

Metro-North's current policies state that employees who suffer an on-the-job injury must be evaluated by Occupational Health Services as soon as possible after the occurrence. Metro-North policies further provide that if OHS determines that the employee is qualified for full duty, that employee must return to work on his or her next regularly scheduled tour of duty. If the employee fails to return to work, that employee will not receive any payment for all regular work days missed and will ultimately be brought up on disciplinary charges for unauthorized absence.

ACRE objects to the employee being subject to disciplinary actions when the employee's treating physician has not yet authorized the employee to return to work or has not yet been examined by the treating physician.

This conflict between Metro-North policy and the employee's treating physician has caused significant debate and dispute between Metro-North and ACRE. Without either Metro-North or ACRE conceding any position or argument, and without prejudice to any actions or positions taken by either side, the parties agree to the following:

- Metro-North and ACRE will enlist the services of the National Mediation Board and submit this controversy to a non-binding Grievance Mediation process sponsored by the National Mediation Board;
- Metro-North and ACRE will contact the National Mediation board and hold as many mediation sessions as necessary with the Mediator to fully examine the competing interests; these meetings will be completed by the end of 2007; any changes to policies or mutually accepted procedures will be finalized and in place by July 1, 2008;

Mr. Joseph D. Santorelli

Grievance Mediation – Return to Duty Status

October 19, 2007

Page 2

In the intervening time period, employees who are deemed qualified for duty by the OHS after an on-the-job injury will not be paid sick pay if they fail to return to work and they will be brought up on charges for unauthorized absence if they continue to refuse to come to work. However, no discipline will be assessed until after the grievance mediation process is concluded.

Very truly yours,

Raymond Burney
Director - Labor Relations

October 19, 2007

Mr. Joseph D. Santorelli
General Chairman - ACRE - Div. I66
50 Ninham Avenue
Wappingers Falls, NY 12590

**Re: Grievance Mediation: Operating Procedure 21-021B: Attendance Policy-
Represented Employees**

Dear Mr. Santorelli:

In accordance with our recent discussions, ACRE Local 166 acknowledges that it is the obligation of every employee to maintain a satisfactory attendance record. It is further acknowledged that Metro-North's efforts to reduce the levels of unsatisfactory attendance through progressive discipline are legitimate. Metro-North acknowledges that our current attendance policy has been the subject of much discussion and debate concerning exceptions to this policy and that some exceptional cases are legitimate.

In our continuing effort to work cooperatively, Metro-North and ACRE Local 166 have agreed to submit these issues to a non-binding grievance mediation process. That process should conclude by January 1, 2008. This agreement does not mitigate or compromise either parties fight to argue contrary positions in arbitration.

Very truly yours,

Raymond Burney
Director - Labor Relations

I Concur:

Joseph Santorelli, General Chairman – Div. 166

October 19, 2007

Mr. Joseph D. Santorelli
General Chairman - ACRE - Div. I66
50 Ninham Avenue
Wappingers Falls, NY 12590

Re: **Waiver of 100 Day Requirement in Retirement Year**

Dear Sir:

This will confirm that a Signalman whose 60th birthday occurs in the calendar year prior to that Signalmen ability to work 100 days (in order to earn the following years vacation), that signalman will not have to work beyond their 60th birthday in order to earn the next year's vacation. This limited waiver of the 100 work day requirement is conditioned upon the Signalman actually retiring in the calendar year they reach age 60.

Very truly yours,

Raymond Burney
Director - Labor Relations

I Concur:

Joseph Santorelli, General Chairman – Div. 166

Howard Permut
President

1983-2008

25



Metro-North Railroad

May 20, 2009

Mr. Darren Berger
General Chairman (ACRE -- 166)
23 Pierce Street
Cortlandt Manor, NY 10567

Dear Sir:

On March 17, 2009 a meeting was held between ACRE and Signal Department Division Managers and Supervisors. The purpose of this meeting was to reach a resolution on the definition of Gang Work as it relates to Appendix M.

At that meeting it was agreed to have the word Gang added to Appendix M in the last paragraph of item 5 as follows.

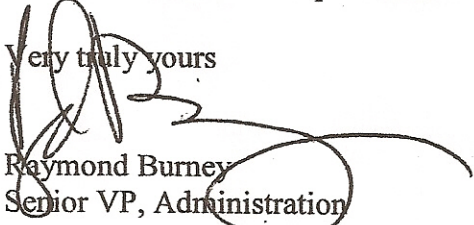
Employees will be called from the appropriate list for work in the order in which their names appear on the List. For example: Inspector, Foreman, and Electronic Specialist, Electronic Technician, Assistant Inspector, Assistant Foreman, Maintainer Test, Maintainer, Signalman and Gang.

It was also agreed that the following will be used as a guide to define Gang Work for the purposes of Appendix M as follows:

1. A Foreman is needed
2. Work requires more than 2 Maintainers
3. Special tools, training, Boom, etc are needed
4. It does not involve day to day maintenance

If the above reflects the parties understanding, please sign below.

Very truly yours


Raymond Burney
Senior VP, Administration


Darren Berger, Gen. Chairman (ACRE -- 166)

5-26-09
Date