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C O N S O L I D A T E D A G R E E M E N T -  
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BETWEEN  
THE STATEN ISLAND RAPID TRANSIT OPERATING  
AUTHORITY AND THE  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

ESTABLISHING

RATES OF PAY, RULES AND  
WORKING CONDITIONS

GOVERNING

EMPLOYEES IN  
THE MAINTENANCE OF WAY  
EPARTMENT -AND-

THE BRIDGE AND BUILDING

DEPARTMENT AS

SPECIFIED

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EFFECTIVE APRIL 4, 1988 ---  
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INDEX

Subject	Article or Rule	Page
Abolishment of Positions	13	30
Apprenticeship Program	X	23
Assembling Points	Add. 1	66
Attending Court	30	36
Basic Day and Week	18	31
Beginning and Stopping Work	20	31
Bereavement	V	11
Bulletins - Awarding	8	27
Bulletins - Vacancies	6	26
Calls	28	34
Changes In Work Methods	17	30
Classification of Work	1	24
Collective Bargaining	43	44
Composite Service	22	34
Contracting Out	40	43
Construction	46	45
Deduction Agreement	App. B	52
Differential for Burning	23	34
Discipline	32	37
Efficiency and Economy	45	45
Emergency Force Reductions	5	25
Emergency Work	Add. 4	70
Employee Protection	IX	15
Establishing Rates of Pay	37	41
Force Reductions	5	25
Forty Hour Work Week	21	31
Grievances	33	38
Health & Welfare Plan	VI	11
Health & Welfare Plan, Changes	Add. 3	69
Holidays	IV	10
Jurisdiction	44	45
Leave of Absence	12	28
Less Than Full Day	39	43
Meal Periods - Length	26	34
Meal Period - Limits	24	34
Meal Period - Not Allowed	25	34

INDEX

Subject	Article or Rule	Page
Official Positions	12	28
Outside Earnings	42	44
Outside Employment	41	44
Overtime	29	35
Pension	VIII	12
Personal Leave Day	IV	10
Physical Examinations	34	40
Preamble		3
Promotion - Class	9	28
Promotion - Declining	10	28
Promotion - Demotions	11	28
Promotions	8	27
Publishing Rates of Pay	36	41
Rosters - Name, Date	15	30
Rosters - Posting	14	30
Rosters - Revision	16	30
Safety Shoe Program	XI	23
Scope		3
Seniority - Establishment	2	25
Seniority - Exercising	7	27
Seniority - Length of Service	3	25
Seniority When Furloughed	38	43
Starting Time	19	31
Supplemental Sickness Benefit	VII	12
Suspending Work - Overtime	27	34
Takeover Agreement	App. C	59
Temporary Service	4	25
Tools	35	41
Transportation	31	36
Union Shop	App. A	47
Vacations	II	5
Vacation Seniority	III	9
Wage Rates	Exhibits	71
Wage Rates	Attachments	74
Wages	I	4
Welder - Burner, Examinations	Add. 2	68

THIS AGREEMENT made the 4th day of April, 1988, by and between the Staten Island Rapid Transit Operating Authority (hereinafter referred to as the "Authority") and those employees in the service of the Authority's Maintenance of Way Department and Bridge and Building Department, as specified, represented by the Local Union No. 808, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America constitutes the full and final settlement of the mediation case before the National Mediation Board No. A-11692 docketed January 30, 1986; consolidating all prior contractual provisions and work rules, and superseding all prior agreements oral or written, express or implied.

#### PREAMBLE

The Staten Island Rapid Transit Operating Authority recognizes Local Union 808, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as the exclusive bargaining representative, for the purposes of the Railway Labor Act, as amended, of the Maintenance of Way Employees in the service of the Authority. Without limitation upon the exercise of any of its statutory powers or responsibility, the Authority shall have the unquestioned right to exercise all normally accepted management prerogatives, including the right to fix operating and personnel schedules, impose layoffs, determine work loads, order new work assignments, and issue any directive intended to carry out managerial responsibility and to conduct the business of the Authority, safely, efficiently, expeditiously and economically. Local Union 808 accepts the Authority's basic right to supervise its employees and to exercise the management prerogatives referred to above, and as required by statute, law and regulation providing for the continued operation of the Authority.

#### SCOPE

The Rules and provisions contained herein shall govern the hours of service, working conditions, and rates of pay of all employees in the Maintenance of Way Department and the Bridge and Building Department, except this Agreement shall not apply to the following:

- (1) Supervisory forces above the rank of foreman;
- (2) Clerical and civil engineering forces;
- (3) Employees in the signal, telegraph and telephone subdepartments; and
- (4) Such other employees as may be included within the scope of other Collective Bargaining Agreements.

ARTICLE I

WAGES

Section 1.

(a) The hourly rates of pay for covered employees hired prior to February 7, 1981 shall be as set forth in Exhibit I to this Agreement.

(b) The hourly rates of pay for covered employees hired on or after February 19, 1981 but prior to April 4, 1988 shall be as set forth in Exhibit II to this Agreement.

(c) The hourly rates of pay for covered employees hired on or after April 14, 1988 shall be as set forth in Exhibit III to this Agreement.

Section 2. - In the event the Authority is legally removed from coverage under the Railway Labor Act, and all appeals from the Interstate Commerce Commission decision and any other relevant legal decision(s) are exhausted, the Authority agrees that, effective within ninety (90) days thereafter, wages previously paid covering the period April 1, 1985 through March 31, 1988 will be amended as follows:

(a) The hourly rates of pay for covered employees hired prior to February 7, 1981, shall be as set forth in Attachment A to this Agreement.

(b) The hourly rates of pay for covered employees hired on or after February 19, 1981 but prior to April 4, 1988 shall be as set forth in Attachment B to this Agreement.

(c) The hourly rates of pay for covered employees hired on or after April 4, 1988 shall be as set forth in Attachment C to this Agreement.

Section 3. - All employees who shall have left the service of the Authority during the period between April 1, 1985 and April 4, 1988, shall receive any such additional amount to which they shall be entitled pursuant to this Article for the period during which they shall have been employed by the Authority.

Section 4. - Employees transferred interdepartmentally will enter the wage progression at the step appropriate to their days of prior compensated service. But in no case shall such employees receive a rate of pay greater than that which they would have received had they been employees of the Authority prior to April 4, 1988.

-5-  
ARTICLE II

ANNUAL VACATION ALLOWANCE

Section 1.

(a) A vacation with pay will be granted each year to each covered employee hired prior to April 4, 1988 upon the terms and conditions hereinafter provided, at such time within the year as the Authority shall fix and determine. The twelve month period commencing on January 1 of each year shall constitute the vacation year. Vacations may be spread over the entire twelve (12) months of the vacation year whenever the Authority deems this advisable in the interest of efficiency or economy. The amount of vacation allotment will be computed on the basis of the time and duration of active employment prior to the beginning of the vacation year. For the purpose of this rule, periods of leave of absence without pay for one month or more, except where such leave of absence shall have been for ordered military duty, shall not be deemed to be active employment.

(b.1) Each employee to whom this rule is applicable who, at the beginning of a vacation year, shall have been actively in the employ of the Authority for less than one year, will be granted a vacation of one day for each full calendar month he shall have been in the employ of the Authority prior to the beginning of the vacation year but not exceeding ten (10) days.

(b.2) Each such employee who, at the beginning of a vacation year, shall have been actively in the employ of the Authority for one (1) year but who at the beginning of that vacation year, shall not have been actively employed with the Authority for more than three (3) years, shall be granted a vacation of two (2) weeks during such vacation year.

(b.3) Each such employee who, at the beginning of a vacation year shall have been actively employed with that Authority for more than three (3) years but shall not have been actively employed with the Authority for more than fifteen (15) years shall be granted a vacation of four (4) weeks in each such vacation year.

(b.4) Each such employee who, at the beginning of a vacation year, shall have been actively employed with the Authority for more than fifteen (15) years shall be granted a vacation of five (5) weeks in each such vacation year.

(b.5) For the purpose of determining the length of active employment upon which are based the allowances provided in paragraphs (b.3) and (b.4), any leave of absence without pay and any break in service of less than one year shall not be considered as interruption in continuous employment, except, however, that an employee who, for any reason, leaves the employ of the Authority and returns within one year, will be considered a new employee for the purpose of computing his vacation allowance as provided under paragraph (b) only during the vacation year immediately following the one in which he is reinstated.

(b.6) An employee who during the preceding vacation year shall have been on leave of absence without pay except for ordered military duty shall be granted a vacation with pay on the following basis:

(i) An employee who at the beginning of a vacation year shall not have been actively employed for more than three (3) years shall be granted a vacation with pay of one (1) day per month for each month or the major portion thereof he shall have worked during the preceding vacation year but not more than two (2) weeks.

(ii) Each such employee who, at the beginning of a vacation year, shall have been actively employed for more than three (3) years shall be granted a vacation with pay of two (2) days per month for each month or the major portion thereof he shall have worked during the preceding vacation year but not more than four (4) weeks.

(iii) Each such employee who, at the beginning of a vacation year, shall have been actively employed for more than fifteen (15) years shall be granted a vacation with pay of two and one-half (2 1/2) days per month for each month or the major portion thereof he shall have worked during the preceding vacation year but not more than five (5) weeks.

(c) The annual vacation allowance herein provided will not be accruable and may not be carried over from one year to another except with the written approval of the Authority's Director of Finance & Administration or such other individual as the Director of Finance & Administration shall designate. However, in the event that, as a result of sickness or injury, which sickness or injury must be established to the satisfaction of the Authority, an employee is unable to commence his vacation period as and when scheduled, the Authority shall, within ninety (90) days of the commencement of

the following vacation year and at its sole option, either:  
(1) credit such employee with additional vacation allowance to be utilized within such following vacation year equivalent to the number of scheduled days not utilized in the prior year as a result of such injury or sickness; or (2) compensate such employee through payment at the straight time rate for the number of scheduled vacation days not so utilized.

Section 2.

(a) A vacation with pay will be granted each year to each covered employee hired on or after April 4, 1988 upon the terms and conditions hereinafter provided, at such time within the year as the Authority shall fix and determine. The twelve month period commencing on January 1 of each year shall constitute the vacation year. Vacations may be spread over the entire twelve (12) months of the vacation year whenever the Authority deems this advisable in the interest of efficiency or economy. The amount of vacation allotment will be computed on the basis of the time and duration of active employment prior to the beginning of the vacation year. For the purpose of this rule, periods of leave of absence without pay for one month or more, except where such leave of absence shall have been for ordered military duty, shall not be deemed to be active employment.

(b.1) Each employee to whom this rule is applicable who, at the beginning of the vacation year, shall have been actively in the employ of the Authority for less than one (1) year, will be granted a vacation of one (1) day for every two (2) full calendar months he/she shall have been in the employ of the Authority prior to the beginning of the vacation year but not exceeding five (5) days.

(b.2) Each such employee who, at the beginning of a vacation year, shall have been actively in the employ of the Authority for one (1) year but who at the beginning of that vacation year, shall not have been actively employed with the Authority for more than two (2) years, shall be granted a vacation of five (5) days during such vacation year.

(b.3) Each such employee who, at the beginning of a vacation year, shall have been actively employed with the Authority for more than two (2) years but shall not have been actively employed with the Authority for more than five (5) years shall be granted a vacation of ten (10) days in each such vacation year.

(b.4) Each such employee who, at the beginning of a vacation year shall, have been actively employed with the Authority for more than five (5) years but shall not have been actively employed with the Authority for more than ten (10) years shall be granted a vacation of fifteen (15) days in each such vacation year.

(b.5) Each such employee who, at the beginning of a vacation year, shall have been actively employed with the Authority for more than ten (10) years but shall not have been actively employed with the Authority for more than twenty (20) years shall be granted a vacation of twenty (20) days in each such vacation year.

(b.6) Each such employee who, at the beginning of a vacation year, shall have been actively employed with the Authority for more than twenty (20) years shall be granted a vacation of twenty five (25) days in each such vacation year.

(b.7) For the purpose of determining the length of active employment upon which are based the allowances provided in paragraphs (b.3), (b.4), (b.5), and (b.6), any leave of absence without pay and any break in service of less than one year shall not be considered as interruption in continuous employment, except, however, that an employee who, for any reason, leaves the employ of the Authority and returns within one year, will be considered a new employee for the purpose of computing his vacation allowance as provided under paragraph (b) only during the vacation year immediately following the one in which he is reinstated.

(b.8) An employee who during the preceding vacation year shall have been on leave of absence without pay except for ordered military duty shall be granted a vacation with pay on the following basis:

(i) An employee who at the beginning of a vacation year shall not have been actively employed for more than two (2) years shall be granted a vacation with pay of one (1) day for every two (2) months or the major portion thereof he/she shall have worked during the preceding vacation year but not more than five (5) days.

(ii) Each such employee who, at the beginning of a vacation year, shall have been actively employed for more than two (2) years shall be granted a vacation with pay of one (1) day per month for each month or the major portion thereof he/she shall have worked during the preceding vacation year but not more than ten (10) days.

(iii) Each such employee who, at the beginning of a vacation year, shall have been actively employed for more than five (5) years shall be granted a vacation with pay of two (2) days per month for each month or the major portion thereof he shall have worked during the preceding vacation year but not more than fifteen (15) days.

(iv) Each such employee who, at the beginning of a vacation year, shall have been actively employed for more than ten (10) years shall be granted a vacation with pay of two (2) days per month for each month or the major portion thereof he shall have worked during the preceding vacation year but not more than twenty (20) days.

(v) Each such employee who, at the beginning of a vacation year, shall have been actively employed for more than twenty (20) years shall be granted a vacation with pay of two and one-half (2 1/2) days per month for each month or the major portion thereof he shall have worked during the preceding vacation year but not more than twenty five (25) days.

(c) The annual vacation allowance herein provided will not be accruable and may not be carried over from one year to another except with the written approval of the Authority's Director of Finance & Administration or such other individual as the Director of Finance & Administration shall designate. However, in the event that, as a result of sickness or injury, which sickness or injury must be established to the satisfaction of the Authority, an employee is unable to commence his/her vacation period as and when scheduled, the Authority shall, within ninety (90) days of the commencement of the following vacation year and at its sole option, either: (1) credit such employee with additional vacation allowance to be utilized within such following vacation year equivalent to the number of scheduled days not utilized in the prior year as a result of such injury or sickness; or (2) compensate such employee through payment at the straight time rate for the number of scheduled vacation days not so utilized.

### ARTICLE III

#### VACATION SENIORITY - SHOP STEWARDS

During their tenure in office as such, Shop Stewards shall be granted preferred seniority within their craft and class for purpose of selecting a vacation.

-10-  
ARTICLE IV

PERSONAL LEAVE DAY AND HOLIDAYS

(a) Effective October 19, 1983, each employee will be entitled to one (1) personal leave day each calendar year. In order to be eligible to utilize such day, the employee must deliver written notice to, and must obtain written approval from, his/her department head of same not less than forty-eight (48) hours prior to the scheduled commencement of the tour of duty from which leave hereunder is sought. In the event that, as the result of the needs of the Authority, an employee is unable to utilize a personal leave day in any calendar year, the Authority shall, within ninety (90) days of commencement of the following calendar year and at its sole option, either: (1) credit such employee with an additional vacation allowance day to be utilized during such following calendar year; or (2) compensate such employee through payment for such day at the straight time rate.

(b) As of January 1, 1984, payment for work performed upon any or all of the ten (10) holidays including, New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Employee's Birthday Anniversary, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and/or the Personal Leave Day shall be at the straight time rate.

(c) An employee who is hereinafter required to work, or who shall be on scheduled vacation or his regular day off, on any holiday may, in lieu of holiday pay, elect to receive credit for an additional vacation allowance day to be utilized during the same calendar year; in no event, however, shall the number of additional vacation allowance days so accrued at any time exceed six (6) days.

(d) An employee excused from work on one of the stated holidays shall be paid for that holiday only if he reported for work on the scheduled work day before and the scheduled work day after the holiday, unless he is prevented by bona fide illness or for good reason is excused. In addition, no employee shall be entitled to holiday pay (nor an additional vacation allowance day in lieu of such pay) unless at the time of such holiday, such employee shall have been in the service of the Authority for at least thirty (30) days.

(e) Only one (1) basic day's pay at straight time rate shall be payable as a holiday observance allowance hereunder for each designated holiday, regardless of the number of tours of duty assigned to and worked by an employee in any given designated holiday.

(f) For purposes of this Article, when in any year there shall exist a divergence as to the dates upon which the above-listed holidays are celebrated on the national as opposed to the state level, the date upon which such holiday is celebrated by New York State shall govern.

ARTICLE V  
BEREAVEMENT

Upon the death of a member of the employee's immediate family, he/she shall, upon submitting evidence of same satisfactory to the Director of Finance & Administration, be granted a leave of absence with pay at his/her basic daily rate of pay for a period of time not to exceed three (3) consecutive work days, which period of time shall:

- (1) encompass the date of death of such family member;
- (2) encompass the date of funeral of such family member; or
- (3) encompass a period of time between the date of death and date of funeral of such family member.

For purposes of this Article, "immediate family" is defined as:

spouse; natural, foster, step-parent; mother-in-law; father-in-law; child; brother; sister; natural grand-parent; and any person permanently residing in the household of the employee who is related to the employee by family ties.

ARTICLE VI  
HEALTH & WELFARE PLAN

(a) As soon as practicable after October 19, 1983, the Health and Welfare Plan now provided to covered employees (consisting of Travelers policies GA-23000 and GA-46000 and Aetna dental insurance), shall be eliminated and replaced by one of the two (2) following plans, at the employee's option:

1. Plan No. G-26036-02 offered by Metropolitan Life Insurance Company, in conjunction with Blue Cross Hospitalization Contract No. 241915; or
2. The Health Maintenance Organization offered by H.I.P.;

(b) Both such plans are to be supplemented by a vision plan offered by the Metropolitan Life Insurance Company.

(c) Within ninety (90) days of October 19, 1983, the Director of Finance & Administration shall distribute to all covered employees a form requiring the employee's designation of one of the options set forth in paragraph (a) hereof. Within ten (10) days of receipt of such form, all employees shall designate which of the two options he/she designates. Upon the failure of any employee to submit to the Director of Finance & Administration such completed designation form within such ten (10) day period, such employee shall be deemed to have elected the option set forth in paragraph (a)(1) of this Article.

#### ARTICLE VII

##### SUPPLEMENTAL SICKNESS BENEFIT PLAN

The Authority shall provide to all covered employees Benefit Trust Life Insurance Company Group Policy No. 6508, Supplemental Sickness Benefit Plan, at no cost to the employee.

#### ARTICLE VIII

##### PENSION

##### Section 1.

**ELIGIBILITY** - All covered employees who have a current employment relationship with the Authority on or after the date of full and final ratification of this agreement by the parties.

**CONTRIBUTIONS** - The Authority will make contributions equal to three percent (3%) of each eligible employee's annual gross wage. Contributions will be made for service performed on or after July 1, 1988. The Authority shall make the appropriate contributions on a quarterly calendar basis.

Effective October 1, 1988, the Authority will make lump sum contributions equal to five dollars (\$5.00) for each month of prior service rendered with the Authority or its predecessor based on the following scale:

Years of Past Service		Recognition per Year of Service
30 or more	@	100% of \$87.45
20 thru 29	@	75% of \$87.45
10 thru 19	@	50% of \$87.45
1 thru 9	@	25% of \$87.45

VESTING - Eligible employees will be 100% vested in this supplemental pension plan upon completion of five (5) years of service. Past service with the Authority will count toward the vesting requirement.

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

- (a) Attainment of age 60 if the employee has 15 years of future service; or
- (b) Attainment of age 55 if the employee has 30 years of future service.

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

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

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

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

INVESTMENT ACCOUNTS - Each participant in this Plan will have an account established consisting of employer contributions and voluntary employee contributions if so desired.

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

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

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

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

PLAN ADMINISTRATION AND FUND INVESTMENT - This Plan will be administered by a Board of Managers selected by the MTA Board of Directors. There will be a joint board consisting of an equal number of management and union representatives to resolve disputes regarding benefit eligibility of and payment to union members.

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

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

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

## Section 2.

In the event the Authority is legally removed from coverage under the Railway Labor Act, and all appeals from the Interstate Commerce Commission decision and any other relevant legal decision(s) are exhausted, the Authority agrees that, effective within ninety (90) days thereafter, for those participants having an active employment relationship with the Authority on or after the effective date of removal from RLA and RRA jurisdiction, the participant's account balance under the pension plan outlined in this Article as Section 1 will be converted to an annuity equivalent and the assets of that plan will be transferred to the trust fund under the pension plan described below. In no event will the benefit payable to any participant under the pension plan described below be less than the annuity equivalent of his account balance under the plan outlined as Section 1. In addition, the pension plan contained in Section 1 hereof will be superseded in its entirety by the following:

The Authority will establish a SIRTOA Pension Plan equivalent to a NYS Article 15 pension. Employees will receive credit for prior service rendered from date of appointment but in no event earlier than July 1, 1971. Benefits paid pursuant to such NYS Article 15 equivalent pension plan shall be offset by any benefits received under the provisions of Railroad Retirement Act Tier II for service rendered from date of appointment but in no event earlier than July 1, 1971.

The offset will be calculated by multiplying the Railroad Retirement Act Tier II pension benefit by a fraction whose numerator is the total years of Railroad Retirement Act service rendered after July 1, 1971 and whose denominator is the total years of Railroad Retirement Act service.

#### ARTICLE IX

##### EMPLOYEE PROTECTION

###### 1. Purpose and Scope of Protection

The purpose of this provision is to provide a fair and equitable arrangement for the protection of the interests of Authority employees, now or hereafter represented by the organization, who may be effected in their employment as a result of changes in operations. The benefits outlined herein shall be applicable with respect to employees who are deprived of employment or placed in a worse position with respect to compensation and rules governing working conditions as a result of any of the following changes:

- (a) Transfer of work.
- (b) Abandonment, discontinuance for six months or more, or consolidation of facilities or services or portions thereof.
- (c) Lease or purchase of equipment or component parts thereof, the installation, operation, servicing, or repairing of which is to be performed by the lessor or seller.
- (d) Voluntary or involuntary discontinuance of contracts.
- (e) Technological changes.
- (f) Trade - ins, purchases of equipment or unit exchange.
- (g) Subcontracting.

## 2. Notice, Consultation and Arbitration

(a) The Authority shall give at least sixty (60) days written notice of the abolition of jobs as a result of changes in operations for any of the reasons set forth in Section 1 hereof, by posting a notice on bulletin boards convenient to the employees, and by sending certified mail notice to the General Chairman of such interested employees. Such notice shall contain a statement of the proposed changes in operations, including an estimate of the number of employees of each class affected by the intended changes, and information bearing on the proposed discontinuance of positions. The date and place of a conference between representatives of the Authority and General Chairman or his/her representative, at his/her option, to discuss the manner in which and the extent to which employees may be affected by the changes involved, shall be agreed upon within ten (10) days after the receipt of said notice, and conference shall commence within (30) days from the date of such notice.

(b) Each intended change which may result in the dismissal, displacement or rearrangement of the employee forces of the Authority, other than as provided by the agreement, shall provide for the selection of forces from the employees of the Authority on bases accepted by the union representatives of such employees for application in the particular cases. Any assignment of employees made necessary by the transaction shall be made following consultation between the Authority and the representatives of the employees affected, not, however, in contravention of the collective bargaining agreement. Said consultation shall not modify the substantive protections provided herein. In the event the organization alleges the existence of a dispute arising out of the application or interpretation of this provision within thirty (30) days from commencement of consultation, the dispute may be submitted to arbitration in the manner set forth in the provisions of Section 5 hereof.

## 3. Protection Not Applicable

(a) An employee shall not be regarded as deprived of employment or placed in a worse position with respect to his/her compensation and rules governing working conditions in case of his/her promotion to a management position, resignation, death, retirement, dismissal for cause, or failure to work due to disability or discipline, or failure to obtain a position available to him/her in the exercise of his/her seniority rights, or reductions in forces due to seasonal requirements, the layoff of temporary employees or a decline of Authority's business, or for any other reason not covered by Section 1 hereof.

The term "temporary employee", for the purpose of this provision, means an employee hired for the purpose of completing a non-recurring project of a specified duration. If the project exceeds the specified time, the parties signatory to this agreement will agree to necessary extension or extensions.

Non-recurring projects referred to above do not include work regularly and customarily performed under the rules of this agreement.

Temporary employees as described herein will come under the rules of this agreement with the exception of the protective benefits referred to in this provision.

In any dispute over whether an employee is deprived of employment or placed in a worse position with respect to this compensation and rules governing working conditions due to causes listed in Section 1 hereof or whether it is due to the causes listed in Section 3 hereof, the burden of proof shall be on the Authority.

(b) A change in work location shall not be deemed to place an employee in a worse position with respect to compensation and rules governing working conditions.

#### 4. Employee Protection

(a) An employee who is regarded as deprived of employment or placed in a worse position with respect to his/her compensation and rules governing working conditions on account of any of the reasons set forth in Section 1 hereof will receive the following protection:

(1.) in the case of an employee who was hired on or before the date of full and final ratification of this agreement by the parties, the employee will be guaranteed employment until such time as he/she is no longer eligible for protection based on any of the reasons set forth in Section 3 (a) hereof.

(2.) in the case of an employee who was hired on or after the date of full and final ratification of this agreement by the parties, the Authority will attempt to find employment for the employee within the Authority. If no employment is available, the employee shall be placed on a priority reemployment roster on the basis of his/her seniority.

(b) The Authority may fulfill its employment obligation under this provision by placing the employee in any available position in any craft or class.

(c) No employee's hourly rate of pay will be reduced on account of a change of positions, but the employee will not receive general wage increases until such time as the rate of the position he/she holds equals or exceeds the rate of the position the employee held immediately prior to the effective date of the change.

(d) Employees on the priority reemployment roster will be recalled to service on the basis of seniority, provided the senior employee being recalled is qualified to hold the available position.

#### 5. Resolution of Disputes

(a) In the event a dispute which cannot be resolved arises out of the application and/or interpretation of the terms of this provision, it will be submitted to the Authority's highest designated official or his/her designee by the General Chairman. If the dispute cannot be resolved by the Authority's highest designated official or his/her designee and the General Chairman, it shall be progressed to a Special Board of Adjustment established herein for final adjudication.

(b) Establishment of Special Board of Adjustment - In accordance with the provisions of the Railway Labor Act, as amended, a Special Board of Adjustment, hereinafter referred to as "Board", is hereby established for the purpose of adjusting and deciding disputes which may arise under this provision. The parties agree that such disputes are not subject to Section 3, Second, of the Railway Labor Act, as amended.

(c) Consist of Board - The Board shall consist of four members, two appointed by the organization party to this agreement, and two appointed by the Authority party to this agreement. For each dispute, the Board shall be augmented by one member selected from the panel of potential referees in the manner hereinafter provided. Successors to the members of the Board shall be appointed in the same manner as the original appointees.

(d) Appointment of Board Members - Appointment of the members of the Board shall be made by the respective parties within thirty days from the date of the signing of this agreement.

(e) Referees - The parties agree to select a panel of six potential referees for the purpose of disposing of disputes before the Board arising under this agreement. Such selections shall be made within thirty days from the date of the signing of this agreement. If the parties are unable to agree upon the selection of the panel of potential referees within the thirty days specified, the National Mediation Board shall be requested to name such referees as are necessary to fill the panel within five days after the receipt of such request.

(f) Term of Office of Referee - The parties shall advise the National Mediation Board of the names of the potential referees selected, and the National Mediation Board shall notify those selected, and their successors, of their selection, informing them of the nature of their duties, the parties to the agreement and such information as it may deem advisable, and shall obtain their consent to serve as a panel member.

(g) Filling Vacancies-Referees - In the event any panel member refuses to accept such appointment, dies, or becomes disabled so as to be unable to serve, is terminated in tenure as hereinabove provided, or a vacancy occurs in panel membership for any other reason, his/her name shall immediately be stricken from the list of potential referees. The members of the Board shall, within thirty days after a vacancy occurs, meet and select a successor for each member as may be necessary to restore the panel to full membership. If they are unable to agree upon a successor within thirty days after such meeting, he/she shall be appointed by the National Mediation Board.

(h) Jurisdiction of Board - The Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation or application of this provision.

(i) Submission of Dispute - Any dispute arising under this provision, not settled in direct negotiations may be submitted to the Board by either party, by notice to the other party and to the Board.

(j) Time Limits for Submission - Within fifteen days of the postmarked date of such notice, both parties shall send fifteen (15) copies of a written submission to their respective members of the Board. Copies of such submissions shall be exchanged at the initial meeting of the Board to consider the dispute.

(k) Content of Submission - Each written submission shall be limited to the material submitted by the parties to the dispute on the property and shall include:

- (1.) The question or questions in issue;
- (2.) Statement of facts;
- (3.) Position of employee or employees and relief requested;
- (4.) Position of Authority.

(1) Failure of Agreement-Appointment Referee - If the members of the Board are unable to resolve this dispute within twenty days from the postmarked date of such submission to the Board, either member of the Board may request the National Mediation Board to appoint a member of the panel of potential referees to sit with the Board. The National Mediation Board shall make the appointment within five days after receipt of such request and notify the members of the Board of such appointment promptly after it is made. Copies of both submissions shall promptly be made available to the referee.

(m) Procedure at Board Meeting - The referee selected shall preside at meetings of the Board and shall be designated for the purpose of a case as the Chairman of the Board. The Board shall hold a meeting for the purpose of deciding the dispute within fifteen days after the appointment of a referee. The Board shall consider the written submission and relevant agreements, and no oral testimony or other written material will be received. A majority vote of all members of the Board shall be required for a decision of the Board. A partisan member of the Board may in the absence of this partisan colleague vote on behalf of both. Decisions shall be made within thirty days from the date of such meeting.

(n) Remedy - The Board shall make an employee whole to the extent that it finds that the carrier has not complied with the compensation requirements of this agreement, but in no event shall an employee be entitled to recover anything more than the actual loss of earnings sustained less his/her actual earnings.

(o) Final and Binding Character - Decisions of the Board shall be final and binding upon the parties to the dispute.

(p) Extension of Time Limits - The time limits specified in this Article may be extended only by mutual agreement of the parties.

(q) Records - The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.

#### 6. Priority of Employment and Retraining

Notwithstanding any other provision, the Authority shall have the right to require employees to accept any other available work within the Authority in any craft or class, and to participate in any testing and/or training required.

Where more than one employee is eligible for a position, employees may select the new position in order of their total Authority seniority.

If the employee refuses to accept an offer of other employment on the Authority, the employee will forfeit all rights and benefits under this provision.

If the employee accepts an offer of other employment on the Authority, all fringe benefits determined by length of service shall be based upon the employee's total service on the Authority. The employee shall retain seniority on the roster of the craft or class from which he/she was displaced, until the employee leaves the carrier's service or refuses to return to his/her original craft or class when a vacancy exists. The employee shall accrue seniority in the new craft or class in accordance with the rules applicable to the new craft or class.

#### 7. Preservation of Rights, Privileges and Benefits

(a) Any employee affected by a change in operations for any of the reasons set forth in Section 1 hereof shall not be deprived of benefits attaching to his/her previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of the Authority, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

(b) The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of the Authority's employees or retirees under applicable laws and/or existing collective bargaining agreement or otherwise shall be preserved unless changed by future collective bargaining or applicable statutes.

(c) No employee affected by a transaction shall be deprived during his/her protective period of any rights, privileges or benefits attached to his/her previous employment, including but not limited to these enumerated in paragraph (a) of this Section, as well as any other benefits to which he/she may be entitled under the same conditions and so long as such rights, privileges and benefits continue to be accorded to other employees of the Authority, in active service or laid off, as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action, or through future authorization which may be obtained.

(d) The collective bargaining rights of employees covered by this provision, including the right to arbitrate labor disputes and to maintain union security and check-off arrangements, as provided by applicable laws and/or collective bargaining agreement, or otherwise, shall be preserved and continued.

(e) Nothing in this provision shall be construed to relieve the Authority of any obligation under this provision, including but not limited to obligations arising from the benefits referred to in this section. If at any time applicable law or contracts permit or grant to employees covered by this agreement the right to utilize any economic measures, nothing in this agreement shall be deemed to foreclose the exercise of such right.

#### 8. Abrogation of Agreements

All employee protection agreements between the Staten Island Rapid Transit Operating Authority (or the Metropolitan Transportation Authority on behalf of the Staten Island Rapid Transit Operating Authority), and the organization signatory to this agreement, are abrogated. Agreements abrogated include the Washington Job Protection Agreement of 1936, as amended; agreements pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, including side letters thereto; stabilization of forces agreements; attrition and abolishment agreements; and any other similar agreement.

Notwithstanding any application by the Metropolitan Transportation Authority to secure UMTA funding on behalf of the Staten Island Rapid Transit Operating Authority, all employee protection obligations which the MTA would be responsible for shall be fulfilled by the SIRTOA in accordance with this agreement, as agent for the MTA.

This provision supersedes any merger protective agreement or implementing agreement for employees subject thereto, and the rights, benefits, and protections which such employees may have had under existing stabilization of employment agreements or any other existing protective conditions or arrangements by collective bargaining agreement.

#### 9. Savings Clause

In the event of a transaction subject to the approval of the Interstate Commerce Commission, the parties agree that this provision will constitute the employee protection provisions applicable to such transaction. In the event any section of this provision is held to be invalid or otherwise unenforceable under applicable law, the remaining sections of this provision shall be unaffected. The invalid or unenforceable sections shall be renegotiated, and, if necessary, resubmitted to the Secretary of Labor for certification pursuant to Section 13(c) of UMTA.

### ARTICLE X

#### APPRENTICESHIP

The Authority shall establish through attrition, two (2) apprentice positions to be assigned in lieu of two (2) journeymen. The Authority shall have the unrestricted right to assign an apprentice to perform all the functions/duties of a full journeyman. An apprentice may become a journeyman only after four (4) years paid experience and a subsequent opening in the journeyman forces. Their rate of pay will be adjusted downward from the new hire journeyman rate by two (2) dollars per hour, as per Exhibit III prior to removal from Railway Labor Act jurisdiction, to be superceded by Attachment C following final Authority removal from Railway Labor Act jurisdiction under the provisions of Article I, Section 2, and Rule 43 contained in this agreement. Should the two (2) apprentice positions be held by persons not qualifying for promotion to journeyman at the time a journeyman's opening occurs, the most senior apprentice's rate of pay shall be increased by two (2) dollars per hour and an additional apprentice employed.

#### ARTICLE XI

##### SAFETY SHOE PROGRAM

(a) Effective ninety (90) days from the date of full and final ratification of this agreement by the parties, employees of the Maintenance of Way and Bridge and Building Departments represented by the Union which is a party to this agreement will be required to wear APPROVED safety work shoes while on duty. APPROVED safety work shoes are only those lace-type, safety work shoes with ankle supporting tops of at least six (6) inches in height, which are fitted with a safety toe box.

(b) Failure to wear APPROVED safety work shoes while on duty will result in disciplinary action.

(c) April 4, 1988, and each year thereafter on April 4, employees referred to in paragraph (a) of this section who are required to wear APPROVED safety work shoes shall be granted a \$50.00 allowance toward the purchase of APPROVED safety work shoes.

#### GENERAL RULES

##### RULE 1 - CLASSIFICATION OF WORK

(a) Foreman - An employee directing work and reporting to a supervisory official of the railroad shall be classified as a foreman.

(b) Maintenance of Way employees, in addition to the assignment to regularly scheduled duties, may be assigned, from time to time, in support of any other work for which the Authority may find them suitable. When assigned to combination duties hereunder, employees covered by this Rule 1 shall be paid only for work actually performed on a minute to minute basis. No claim shall arise hereunder except for work actually performed and to which an employee was assigned by Supervision.

Maintenance of Way employees hired on and after July 7, 1974 may be classified as, "General Mechanics", and when so hired, shall be placed on a separate seniority list and roster. General Mechanics will be required to perform such work as may be assigned by Supervision.

(c) Bridge, Building and Structural - Carpentry, painting, glazing, tinning, roofing, plastering, brick laying, paving, masonry, and concreting work shall be performed by forces of these classifications. Qualified Bridge and Building employees covered by this agreement shall perform any and all burning and welding which is related to the work of that department.

(d) Roadway and Track Work - Work required in the construction and maintenance of the roadway and track will be performed by track forces. Loading, unloading and handling of all kinds of material will be performed by Track or Bridge & Building forces, depending on which department is to use the material.

NOTE - The following work will be considered a trackman's work: Relaying and repairing of crossing plank, except at crossings planked solid and requiring framing or fitting, temporary repairs to platforms, roofs, and other similar work required to be done at once to prevent damage to persons or property, painting of switch stands or other track appliances.

(e) Work Equipment - Work equipment required for the performance of work outlined in paragraphs (c) and (d) will be operated by Work Equipment Operators under this agreement.

(f) Driving Trucks - Company-owned trucks regularly used in connection with work covered by this agreement will be operated by qualified employees holding seniority under this agreement.

#### RULE 2 - SENIORITY - ESTABLISHMENT

Seniority begins on the date the employee last entered the service of the Maintenance of Way Department.

NOTE: This Rule does not apply to furloughed employees who take temporary employment in some other department or outside concern during period of furlough.

#### RULE 3 - SENIORITY - LENGTH OF SERVICE

Rights accruing to employees under their seniority entitle them to consideration for positions in accordance with their relative length of service with the railroad, as hereinafter provided.

#### RULE 4 - TEMPORARY SERVICE - NO LOSS OF SENIORITY

Employees assigned to temporary service may, when released, return to the positions from which taken without loss of seniority.

#### RULE 5 - FORCE REDUCTIONS

(a) When force is reduced, senior employees shall be retained.

(b) Employees displaced or out of service because of force reduction will be given an opportunity to return to service or to former positions in accordance with their seniority when forces are increased or vacancies occur.

(c) When forces are reduced, the senior employees in their respective classes, rank, and gangs shall be retained and those affected either by being laid off or displaced will have the right to displace employees with less seniority in their class or rank on their seniority district or employees with less seniority in any lower class or rank on their seniority district, provided such displacement rights are exercised within ten (10) days after change affecting them occurs.

EMERGENCY FORCE REDUCTION

(a) Rules, Agreements or practices, however established that require advance notice before positions are temporarily abolished or forces are temporarily reduced are hereby modified so as not to require advance notice where a suspension of an individual carrier's operations in whole or in part is due to a labor dispute between such carrier and any of its employees.

(b) Except as provided in paragraph (a) hereof, Rules, Agreements or practices, however established that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notice under emergency conditions, such as flood, snowstorm, hurricane, tornado, earthquake, fire, or a labor dispute other than as defined in paragraph (a) hereof, provided that such conditions result in suspension of a carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing Rules.

RULE 6 - VACANCIES OR NEW POSITIONS - BULLETINS

(a) New positions and permanent vacancies will be bulletined any time within ten (10) days after they are created or occur for a period of ten (10) days. Temporary vacancies in established positions will be bulletined any time within ten (10) days after vacancy occurs for a period of ten (10) days. Temporary vacancies of thirty (30) days or less duration need not be bulletined. The filling of any vacancies or new positions pending bulletin will be governed by Rule 3.

Bulletin showing location of position, rate of pay, assigned hours and reason for temporary vacancies will be posted at headquarters of employees entitled to consideration. Appointments will be made within ten (10) days after close of advertising period.

(b) If the vacancy is filled before it is bid in and permanently assigned, the senior qualified employee in the gang of the same or lower rank may be assigned to it until it is permanently assigned. Vacancies caused by such assignment may be filled by senior qualified employees in the same gang taken from the same or lower ranks. A senior qualified employee who has been furloughed from the same gang may be called back to the service to fill vacancy in the lowest rank which is created by these transfers.

(c) Advertised positions not filled within ten (10) days by first qualified applicant, may be awarded to second qualified applicant.

(d) A copy of the bulletin and notice of assignment shall be furnished to the Local Chairman and the General Chairman of the Employees' Organization, and the name of the employees assigned to the position shall be posted on bulletin boards within the seniority division.

(e) New positions and vacancies for which no bids are received from employees holding seniority in such class, will be awarded in seniority order, qualifications being sufficient, to other employees covered under the Scope of the Agreement placing bids thereon.

#### RULE 7 - SENIORITY - EXERCISING

Employees accepting positions in the exercise of their seniority rights, will do so without causing extra expense to the railroad, except as provided in these Rules.

#### RULE 8 - PROMOTIONS, AWARDING BULLETINED POSITIONS

(a) Promotions shall be based on ability, merit and seniority. Ability and merit being sufficient, seniority shall prevail.

(b) Promotions to new positions or to fill vacancies will be made after bulletin notice has been posted for a period of ten (10) days at the headquarters of the gangs in the subdepartment of employees entitled to consideration in filling the positions, during which time employees may file their applications with the official whose name appears on the bulletin. If temporary vacancies or new positions of trackman are to be filled pending bulleting, preference of recall will be given in seniority order to furloughed employees who last worked in that gang and to employees displaced from that gang.

RULE 9 - PROMOTION - CLASS - SUBDEPARTMENT

Employees are entitled to promotion in the class of the subdepartment in which employed.

RULE 10 - PROMOTION - DECLINING

Employees declining promotion shall not lose their seniority, except to the employee promoted and only in the next higher rank of service.

RULE 11 - PROMOTION - FAILURE TO QUALIFY - DEMOTIONS

Employees accepting promotion and failing to qualify within thirty (30) days may return to their former positions without loss of seniority.

Employees demoted will have the right to displace other employees junior in service in next lower rank.

An employee who, of his own choice, desires to be demoted to a lower rank will be permitted to do so, in which case he shall forfeit all seniority in the higher rank from which demoted. This rule does not apply to instances of temporary demotion on account of sickness or for other good cause, if authorized by agreement between the General Chairman and head of the department.

RULE 12 - LEAVE OF ABSENCE - OFFICIAL POSITIONS

(a) Except as provided in the following paragraphs of this Rule, employees given leave of absence in writing by the proper officer of the railroad for ninety (90) days or less in a calendar year, will retain their seniority rights; however, no leave of absence will be granted for the purpose of engaging in other employment except by mutual agreement between the parties signatory hereto or their representatives. Employees may return to service before the expiration of their leave of absence upon five (5) days notice without prejudice to their rights. An employee who fails to report for duty at the expiration of leave of absence shall be considered out of the service, except that when failure to report on time is the result of unavoidable delay, the leave may be extended to include such delay by agreement between the signatories hereto or their representatives. Copies of all leaves of absence will be furnished the General Chairman at the time granted.

(b) Employees holding elective offices or appointive positions in the International Brotherhood of Teamsters, either on boards, associations or commissions connected with the railroad industry, or elected to public office, will be granted leave of absence during the term of office or appointment and for thirty (30) days thereafter.

(c) Employees who retire under the disability provisions of the Railroad Retirement Act will be considered on leave of absence until they reach the age of sixty-five (65), and their positions will be bulletined and filled as provided in Rule 7. Bulletins advertising such vacancies will show vacancy caused by 'disability retirement'.

(d) The foregoing paragraphs of this Rule shall not apply to absence of two (2) weeks or less when approved by proper officer, nor to absence due to physical disability. Neither shall it apply to employees serving on committees who shall be granted leave of absence upon sufficient notice and be provided with available free railroad transportation to transact the business of the employees they represent.

(e) An employee returning after leave of absence due to sickness may return to his former position or may, upon return or within ten (10) days thereafter, exercise displacement rights on any position bulletined during his absence. If his former position has been abolished, or if it has been permanently filled by a senior employee, the returning employee may displace any junior employee in his own or lower rank, provided such right is asserted within ten (10) days after his return. An employee furloughed while absent on vacation will have the same displacement rights within ten (10) days after his return.

(f) Employees now or hereafter promoted to supervisory positions with the Railroad Company beyond the scope of this Agreement will be considered as on leave of absence for the first sixty (60) days after their promotion. Thereafter, they will retain and continue to accumulate seniority and their former positions will be advertised as permanent vacancies. If after such advertisement, they are displaced or demoted from such supervisory positions, except when dismissed from the service, they may displace any junior employee, but if they relinquish such supervisory positions voluntarily, they may only bid on new positions or vacancies.

(g) The time limits provided in this Rule may be extended by mutual agreement between the parties signatory hereto or their representatives.

RULE 13 - ABOLISHMENT OF POSITIONS - NOTICE

Not less than five (5) working days notice will be given to regularly assigned employees, not including casual employees or employees who are substituting for regularly assigned employees, who are subject to the Rules of the existing collective Agreement whose positions are to be abolished before such reductions in force are made.

RULE 14 - ROSTERS - BY CLASS, SUBDEPARTMENT - POSTING

Seniority roster of employees of each subdepartment and class will be separately compiled. Copies will be furnished foremen and employees' representatives, same to be placed on bulletin boards in tool houses or headquarters available for inspection by employees interested. Each foreman and employee's representative will be furnished a receipt, same to be signed by them and returned to the Division Engineer's office, acknowledging receipt of roster.

RULE 15 - ROSTERS - NAME, DATE

Seniority rosters will show the name and last date of entry of the employee into the class of the subdepartment of the Maintenance of Way Department.

RULE 16 - ROSTERS - REVISION

Rosters will be revised in January of each year and will be open to correction for a period of sixty (60) days after same has been posted on bulletin boards. If corrections are not received in the General Superintendent's Office within the prescribed time limit, they will not be considered and roster will stand as final unless changed by mutual understanding between Management and Committee.

RULE 17 - CHANGES IN WORK METHODS

In the event a carrier decides to effect a material change in work methods involving employees covered by the Rules of the collective Agreement of the organization party hereto, said carrier will notify the General Chairman thereof as far in advance of the effectuation of such change as is practicable and, in any event, not less than fifteen (15) days prior to such effectuation. If the General Chairman or his representative is available prior to the date set for effectuation of the change, the representative shall meet for the purpose of discussing the manner in which and the extent to which employees represented by the organization may be affected by such change, the application of existing Rules such as seniority Rules, placement and displacement Rules and other pertinent Rules, with a view to avoiding grievances arising out of the terms of the existing collective Agreement and minimizing adverse effects upon the employees involved.

As soon as is convenient after the effective date of this Agreement, and upon request at reasonable intervals thereafter, the carrier and the General Chairman or his representative will meet informally in a conference to discuss such suggestions as the General Chairman may have to minimize seasonal fluctuations in employment.

This Rule does not contain penalty provisions and it does not require that agreements must be reached as the right of the carrier to make changes in work methods or to continue existing practices subject to compliance with the collective agreement is not questioned.

RULE 18 - BASIC DAY AND WEEK

Except by mutual agreement, regularly established daily working hours will not be reduced below eight (8) hours per day five (5) days per week, to avoid making force reductions.

When less than eight (8) hours are worked, for the convenience of the employees, only actual hours worked or held on duty will be paid for.

RULE 19 - STARTING TIME

Employees working single shifts, regularly assigned exclusively to day service, will start work period between 6:00 a.m. and 8:00 a.m.

RULE 20 - BEGINNING AND STOPPING WORK

Employee's time will start and end at designated assembling points for each class of employee. Unless otherwise agreed to between the Division Engineer and the regular Committee of the International Brotherhood of Teamsters, Bridge and Building force's time, will start and end at St. George Shop when jobs are of thirty days or less duration. Starting time for jobs of over thirty days duration will be at St. George and ending time will be designated by the Management. See Addenda.

RULE 21 - FORTY HOUR WORK WEEK

NOTE: The expressions "positions" and "work" used in this Rule 21 refer to service, duties, or operations necessary to be performed the specified number of days per week, and not to the work week of individual employees.

(a) There is hereby established for all employees covered by this Agreement, subject to the exceptions contained hereafter in this Rule, a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7); the work weeks may be staggered in accordance with the Management's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing is subject to the provisions of this Rule which follows:

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

(c) Where 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-1) All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six (6) or seven (7) day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as they may be assigned under this Agreement.

(e-2) Assignments for regular relief positions may, on different days, include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

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

(g) The typical work week is one with two (2) consecutive days off and it is the Management's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (c), (d) and (e), the following procedure shall be used:

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

(2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this Rule.

(3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.

(4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.

(5) If the foregoing does not solve the problem, then some of the relief men may be given non-consecutive rest days.

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

(7) The least desirable solution of the problem would be to work some regular employees on the sixth (6th) or seventh (7th) days at overtime rates and thus withhold work from additional relief men.

(8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Management may, nevertheless, put the assignments into effect subject to the right of the employees to process the dispute as a grievance or claim under this Agreement, and in such proceedings the burden will be on the Management to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five (5) days per week.

(h) The rest days of extra or furloughed men 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.

(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.

RULE 22 - COMPOSITE SERVICE

An employee working on more than one class of work four (4) hours or more on any day, will be allowed the higher rate of pay for the entire day. When temporarily assigned by the proper officer to a lower rated position, his rate of pay will not be reduced.

RULE 23 - DIFFERENTIAL FOR BURNING

Employees who are required to use an acetylene torch for burning will be allowed a differential of six (6) cents per hour above their regular rate while so engaged.

RULE 24 - MEAL PERIOD - LIMITS

When a meal period is allowed, it will be between the ending of the fourth (4th) hour and beginning of the seventh (7th) hour after starting work unless otherwise agreed upon by the employees and employer.

RULE 25 - MEAL PERIOD - NOT ALLOWED WITHIN LIMITS

If the meal period is not afforded within the allowed or agreed time limit and is worked, the meal period shall be paid for at pro rata rate and twenty (20) minutes, with pay, in

which to eat, shall be afforded at the

first opportunity. RULE 26 - MEAL PERIOD -

LENGTH

The meal period shall be thirty (30) minutes.

RULE 27 - SUSPENDING WORK TO ABSORB OVERTIME

Employees will not be required to suspend work or be laid off for the purpose of absorbing overtime.

RULE 28 - CALLS

(a) Employees notified or called to perform work not continuous with, before or after, the regular work period will be allowed a minimum of four (4) hours for two (2) hours and forty (40) minutes work, or less, and if held on duty in excess of two (2) hours and forty (40) minutes time and one-half will be allowed on the minute basis, except that time worked in excess of sixteen (16) hours in any twenty-four (24) hour period, computed from the hour on any day designated as the starting time of the employee's regular shift on a working day, shall be paid for at the rate of double time.

Employee's time when called for emergency work will start when called and end when relieved at regular designated assembling points.

(b) Employee's released from duty and required to return for further service may be paid as if on continuous duty.

(c) Employee's laid off in reduction of force will be compensated as follows when called back temporarily for special service:

1. At pro rata rate when working during the regularly assigned hours of the gang or position on which employed.

2. As provided in paragraph (a) of this Rule when called for irregular or part-time service outside of the regularly assigned hours of the gang or position on which employed.

#### RULE 29 - OVERTIME

(a) Time worked preceding or following and continuous with a regularly assigned eight (8) hour work period shall be computed on actual minute basis and paid for at time and one-half rates, with double time computed on actual minute basis after sixteen (16) continuous hours of work in any twenty-four (24) hour period computed from starting time on the employee's regular shift. If employees are required to continue to work in an emergency during the regular work period, they will be paid at the double time rate during their regular work period until released from duty. In the application of this paragraph to new employees temporarily brought into the service in emergencies, the starting time of such employees will be considered as of the time that they commenced work or are required to report. This not to affect basis of pay for meal period, travel time, or attending court.

(b) Work in excess of forty (40) straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under paragraph (g) of Rule 21.

(c) Employees worked more than five (5) days in a work week shall be paid one and one-half times the basic straight time rate for work on the sixth (6th) and seventh (7th) days of their work week, except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under paragraph (g) of Rule 21.

(d) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours.

RULE 30 - ATTENDING COURT

Employees required to attend court at the request of the Management or to appear as witnesses for the railroad, will be paid in accordance with these rules. They will be furnished necessary transportation and allowed necessary traveling and living expenses while away from home. Any fees or mileage accruing will be assigned to the railroad.

RULE 31 - TRANSPORTATION

The employees who are required in the course of their employment to be away from their headquarters point as designated by the carrier, including employees filling relief assignments or performing extra or temporary service, shall be furnished with free transportation by the Railroad Company in traveling from their headquarters point to another point and return, or from one point to another.

If such transportation is not furnished, he will be reimbursed for the cost of rail fare if he travels on other rail lines, or the cost of other public transportation used in making the trip; or if he has an automobile which he is willing to use and the carrier authorized him to use said automobile, he will be paid an allowance of nine (9¢) cents for each mile in traveling from his headquarters point to the work point, and return, or from one work point to another.

RULE 32 - DISCIPLINE

(a) Except as provided in paragraph (b) hereof, an employee shall not be disciplined or dismissed without a fair and impartial hearing. He/she may, however, be held out of service, pending such hearing. Not later than twenty (20) days from the date the alleged violation occurred the employee shall be notified, in writing, of the precise charge against him/her, and he/she shall have reasonable opportunity to secure the presence of necessary witnesses and a representative if desired. Such notice shall specify the date, time and place of the hearing which shall be held not earlier than five (5) days nor later than ten (10) days from the date employee is notified. When an employee is removed from service pending a hearing, such hearing shall be conducted within ten (10) days from the date employee was removed from service. The employee and his/her representative shall be notified of a decision, in writing, not later than twenty (20) days following completion of hearing.

(b) The provisions of paragraph (a) will not apply to employees until they have been in the service for a period of six (6) months.

(c) A transcript of the evidence developed at the hearing shall be made and the employee and his/her representative shall be furnished a copy of such transcript.

(d) An employee or his/her representative dissatisfied with the decision shall have the right of appeal in the order specified below, such appeals to be made in accordance with the provisions of the Grievance Rule.

- (1) General Superintendent
- (2) Assistant General Manager

(e) If the charge against the employee is not sustained, the records shall be cleared of the charge. If suspended, or dismissed, the employee shall be reinstated with all rights unimpaired and shall be reimbursed for any monetary loss incurred while held out of service, less earnings made in other employment during time out of service.

(f) If the charge against the employee is sustained and he/she is demoted or dismissed and is later restored to service, the question of his/her seniority rights will be determined by mutual agreement between the parties signatory hereto.

(g) At any investigation, hearing, or appeal, the employee may be represented by one or more representatives of the Union.

(h) The time limits specified in this Rule may be extended by mutual agreement between the Management and the General Chairman or their representatives.

RULE 33 - GRIEVANCES

1.(a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Authority authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Authority shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employee or his/her representative), in writing, of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Authority as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the Authority shall be notified, in writing, within that time of the rejection of his/her decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employee as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the sixty (60) day period for either a decision or appeal, up to and including the highest officer of the Authority designated for that purpose.

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and the decision by the Authority, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Authority to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within nine (9) months from the date of said officer's decision, proceedings are instituted by the employee or his/her duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may, by agreement in any particular case, extend the nine (9) month period herein referred to.

(2) With respect to all claims or grievances which arose or arise out of occurrences prior to the effective date of this Rule, and which have not been filed by that date, such claims or grievances must be filed, in writing, within sixty (60) days

from the date of the occurrence on which the claims or grievances are based in the manner provided for in paragraph (a) of Section 1 hereof, and shall be handled in accordance with the requirements of said paragraphs (a), (b) and (c) of Section 1 hereof. With respect to claims or grievances filed prior to the effective date of this Rule, the claims or grievances must be ruled on or appealed, as the case may be, within sixty (60) days from the date same are filed, and if not, thereafter handled pursuant to paragraphs (b) and (c) of Section 1 of this Rule the claims or grievances shall be barred or allowed as presented, as the case may be, except that in the case of all claims or grievances involved in a decision by the highest designated officer shall be barred unless within nine (9) months from the date of said officer's decision, proceedings are instituted by the employee or his/her duly authorized representative pursuant to paragraph (c) of Section 1 hereof.

(3) 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 claim or grievance 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) days prior to the filing thereof. With respect to claims and grievances 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.

(4) This Rule recognizes the right of representatives of the Union to file and prosecute claims and grievances for and on behalf of the employees they represent.

(5) This Agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within nine (9) months of the date of the decision of the highest designated officer of the Authority.

(6) This Rule shall not apply to requests for leniency.

RULE 34 - PHYSICAL EXAMINATIONS

Employees coming within the scope of this Agreement may be required to take physical examinations by physicians designated by the Company at any time, but such examinations will not be required more frequently than once each year, unless it is apparent to the responsible officer of the Company that an employee's health or physical condition is such that a physical examination is desirable for the purpose of determining whether or not the employee is physically qualified to properly perform his duties.

If an employee should be disqualified by reason of his physical condition upon examination by the Company's physician and feels that such disqualification is not warranted, the matter may be handled in the same manner prescribed in these Rules for the handling of grievances. If the matter is not disposed of by such handling, the following will apply:

(a) The employee involved or his representative will select a physician to represent him and the Company will select a physician to represent it in conducting a further physical examination. If the two physicians thus selected shall agree, the conclusions reached by them will be final.

(b) If the two physicians selected in accordance with the foregoing paragraph (a) should disagree as to the physical condition of such employee, they will select a third physician to be agreed upon by them who shall be a practitioner of recognized standing in the medical profession and a specialist in the disease or ailment from which the employee is alleged to be suffering. The Board of Medical Examiners thus selected will examine the employee and render a report with reasonable promptness, setting forth his physical condition and their opinion as to his fitness to continue service in his regular employment, which shall be accepted as final. Should the decision be adverse to the employee and it later definitely appears that his physical condition has improved, a re-examination will be arranged after a reasonable interval upon the request of the employee.

(c) The Management and the individual employee will each defray the expenses of their respective physician. The expense of the third member of the Medical Board will be divided equally between the Management and Employees.

RULE 35 - TOOLS

The railroad will furnish the employees such general tools as are necessary to perform their work, except such tools as are customarily furnished by skilled workmen.

RULE 36 - PUBLISHING RATES OF PAY

(a) The rates of pay of employees subject to the Rates of Pay Rules of the collective Agreement between the parties hereto shall be listed in a master wage schedule prepared by the carrier. A copy of this wage schedule shall be furnished to the General Chairman for his verification. The wage schedule shall constitute a part of the rates of pay, rules and working conditions agreement between the parties, but may be physically bound with the general working conditions Agreement or reproduced as a document under separate cover. This Rule does not require that multiple positions of the same classification and carrying the same rate of pay need be individually listed, but the listing shall be in whatever detail is necessary to enable the ascertainment from the schedule of the rate of pay for each position of employee referred to herein. When rates of pay are generally revised and when revisions are made in individual rates of pay, the General Chairman will be furnished with a statement of the adjustments to be made in the rates as shown in the master wage schedule. When the Rules and Working Conditions Agreement is generally revised or reprinted, the master wage schedule shall be revised to show the then current rates of pay and reproduced and distributed in the same manner as the Rules and Working Conditions Agreement.

(b) When any new position is to be established or when any new machine is to be placed in service, the General Chairman or his representative will be advised promptly of such new position or the placing in service of a new machine for the purpose of agreeing on a suitable rate of pay for employee assigned to such new position or as the operator of such machine.

RULE 37 - ESTABLISHING RATES OF PAY

(a) If a new position is established for which a rate of pay has not been agreed upon, the carrier will in the first instance establish a rate which is commensurate with the duties, responsibilities, characteristics and other requirements of said position. If the General Chairman does not agree that the rate of pay so established is commensurate with the duties, responsibilities, characteristics, and other requirements of the position, he shall so notify the carrier and thereupon the duly authorized representative of the carrier

shall meet with the General Chairman or his representative for the purpose of mutually agreeing upon a rate which will be satisfactory to both parties. In the event of failure to reach a mutual agreement on the subject, it will be submitted to arbitration in accordance with paragraph (c) of this Rule.

(b) If, as a result of change in work methods subsequent to the effective date of this Agreement, the contention is made by the General Chairman that there has been an expansion of duties and responsibilities of supervisory employees covered by the Rules of the collective Agreement between the parties hereto resulting in a request for wage adjustment and a mutual agreement is not reached disposing of the issue thus raised, the matter will be submitted to arbitration in accordance with paragraph (c) of this Rule.

(c) The submissions to arbitration provided for in paragraphs (a) and (b) of this Rule shall be under and in accordance with the provisions of the Railway Labor Act; shall be between the individual carrier and the system committee of the organization representing employees of such carrier; and shall be governed by an arbitration agreement conforming to the requirements of the Railway Labor Act which shall contain the following provisions:

(1) shall state that the Board of Arbitration is to consist of three members.

(2) shall state specifically that the question to be submitted to the Board for decision shall be limited to the single question as to whether the rate established by the carrier should be continued or whether the rate suggested by the General Chairman should be adopted or whether an intermediate rate is justified; and that in its award, the said Board shall confine itself strictly to decision as to the question so specifically submitted to it;

(3) shall fix a period of ten (10) days from the date of the appointment of the arbitrator necessary to complete the Board within which the said Board shall commence its hearings;

(4) shall fix a period of thirty (30) days from the beginning of the hearings within which the said Board shall make and file its award; provided, that the parties may agree at any time upon the extension of this period;

(5) shall provide that the award shall become effective on the date that it is rendered and the rate awarded shall continue in force until changed or modified pursuant to the provisions of the Railway Labor Act.

RULE 38 - RETENTION OF SENIORITY WHEN FURLOUGHED

When employees laid off by reason of force reduction desire to retain their seniority rights, they must file with the officer of the subdepartment notifying them of the reduction, within ten (10) days, their address and will notify such officer of any change in their address. Failure to report for duty within ten (10) days after receiving notice, in writing, will forfeit all seniority rights.

Names and addresses will be filed by laborers or trackmen with the supervisor; all other employees will file such notice with the Division Engineer.

RULE 39 - LESS THAN FULL DAY

Trackmen and extra gang men required to report at usual starting time and place for the day's work will be allowed a minimum of four (4) hours when conditions prevent work being performed. If held on duty over four (4) hours, they will be paid for actual time so held. When laid off on account of inclement weather after the beginning of the day's work and again required to return for service during their regular tour of duty, they will be paid under the Call Rule.

RULE 40 - CONTRACTING OUT

(a) The Authority may contract out work without consultation with, or concurrence of, the Union when any one or more of the following conditions exist:

- (1) In "emergencies" such as fires, floods, heavy snows, etc.
- (2) When one of the following criteria are involved:
  - (a) Managerial skills are not available on the property, or
  - (b) Skilled manpower is not available on the property, or
  - (c) Necessary equipment is not available on the property, or
  - (d) The required time of completion of the work cannot be met with the skills, personnel, or equipment available on the property without rescheduling other work, or

(e) Such work cannot be performed with existing facilities without adding employees, or it is not competitive with outside manufacturers as to the quality, price, and time of performance, or would conflict with the performance of normal maintenance.

(b) The decision with respect to the contracting out of any particular work shall remain solely that of the Authority. The transfer of work to or from constituent agencies of the Metropolitan Transportation Authority shall not be deemed to be subcontracting for the purposes of this rule, and the Carrier will have the unrestricted right to effect such transfer of work.

#### RULE 41 - OUTSIDE EMPLOYMENT

An employee will not engage in any work or other business which will prevent him from obtaining rest or interfere in any way with the performance of his duties for the Company. An employee will not be allowed to do any work for himself or for others during working hours, nor on Company property except with the permission of the head of the department in which he is employed.

#### RULE 42 - OUTSIDE EARNINGS

If, as a result of any administrative review or procedure provided for under the Agreement or law, an employee who has been suspended or who has had his employment relationship terminated, should be returned to service with pay and credit for allowances, all income received by such employee during such suspension or termination shall be offset against pay and allowances awarded under administrative review or procedure.

#### RULE 43 - COLLECTIVE BARGAINING

The Union agrees to actively support the Authority's efforts to remove itself from Railway Labor Act jurisdiction. Active support includes submission of an affidavit(s) in any litigation that may arise supporting the Authority's position that it is no longer subject to the provisions of the Railway Labor Act. Further, the Union agrees not to sponsor or support any legislation which would bring SIRTTOA under the jurisdiction of the Railway Labor Act.

RULE 44 - JURISDICTION

It is acknowledged by the parties that the Authority has petitioned the Interstate Commerce Commission for relief from jurisdiction of the Railway Labor Act, as amended. If the Authority is successful, and all appeals from any and all relevant legal determinations are exhausted in favor of the Authority, all references to the Railway Labor Act, as amended, shall be considered supplanted by references to the New York State Taylor Law. Further, references to the National Mediation Board, National Railroad Adjustment Board, Special Boards of Adjustment and other boards of adjustment shall be considered supplanted by an arbitration procedure to be agreed upon by the parties.

RULE 45 - EFFICIENCY AND ECONOMY OF OPERATIONS

The parties to this Agreement have determined that it is in their best interest to achieve the most efficient and economical use of the work force and facilities provided, and to that end, agree to work jointly and expeditiously to review practices and procedures to effectuate savings resulting from such joint studies.

RULE 46 - CONSTRUCTION

(a) This Agreement is in full settlement and disposition of all issues contained in outstanding Section 6 Notices.

(b) This agreement shall be for three years commencing April 1, 1985 and terminating on March 31, 1988.

(c) There shall be a moratorium in effect on the serving of all Section 6 Notices by either the Union or the Authority. If under the jurisdiction of the Railway Labor Act, service of Section Six openers pursuant to the Railway Labor Act shall be permitted no sooner than January 1, 1988, not to take effect until April 1, 1988. If not under the jurisdiction of the Railway Labor Act, the appropriate bargaining statutes shall apply.

(d) This Agreement supersedes all previous Agreements, understandings and practices, however established, with which it is in conflict, and shall continue in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

-46-

It is understood and agreed by the undersigned that all of the above has been ratified by the Union and is subject to final approval by the MTA Board.

FOR THE IBT

John S. Mahoney, Jr.  
Secretary - Treasurer

FOR SIRTOA

George J. Governale  
Assistant General Manager

APPROVED

Robert R. Kiley  
Chairman  
Metropolitan Transportation  
Authority

DATED: April 4, 1988

APPENDIX A

UNION SHOP AGREEMENT

This Agreement made this 28th day of August, 1951, is adopted by and between The Staten Island Rapid Transit Operating Authority (Authority) and the employees represented by the International Brotherhood of Teamsters (Organization).

W I T N E S S E T H :

1. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the carriers now or hereafter subject to the Rules and Working Conditions Agreements between the parties hereto shall, as a condition of their continued employment subject to such Agreements, become members of the organization party to this Agreement representing their craft or class within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of this Agreement, and thereafter shall maintain membership in good standing in such organization; except that such membership shall not be required of any individual until he has performed thirty (30) days of such compensated service within a period of twelve (12) consecutive calendar months. Nothing in this Agreement shall alter, enlarge or otherwise change the coverage of the present or future Rules and Working Conditions Agreements.

2(a). Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full-time employment not covered by such Agreements or furloughed on account of force reduction will not be required to maintain membership as provided in Section 1 of this Agreement so long as they remain in such other employment or furloughed as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements they shall, as a condition of their continued employment, subject to such Agreements, be required to become and remain members in good standing in the organization representing their class or craft within thirty (30) days from date of their return to such service.

(b). The seniority status and rights of employees furloughed to serve in the Armed Forces shall not be terminated by reason of any of the provisions of this Agreement, but such employees shall, upon resumption of employment, be governed by Section of this Agreement.

3. Nothing in this Agreement shall require an employee to become or to remain a member of the Organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any dues, initiation fees and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

4(a). The Authority will furnish to the Organization information requested by the General Chairman with respect to the employment status of employees of the craft or class represented by it, and which information is pertinent to the administration of this Agreement. The Organization will notify the employing carrier, in writing, of any employee who, by reason of failure to comply with the terms of this Agreement, is not entitled to continue in employment. Upon receipt of such notice, the Authority will, as promptly as possible, but within ten (10) calendar days of such receipt, so notify the employee concerned, in writing, by registered mail, return receipt requested or by personal delivery evidenced by receipt.

Copy of such notice shall be given the Organization. Any employee so notified who disputes the fact that he has failed to comply with the terms of this Agreement, shall, within a period of ten (10) calendar days from the date of such notice, request the carrier, in writing, to accord him a hearing. Upon receipt of such request, the Authority shall set a date for hearing which shall be held as soon as possible and within ten (10) calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee, in writing, by registered mail, return receipt requested or by personal delivery evidenced by receipt. Copy of notice of such hearing shall be given to the Organization and the Organization shall attend and participate in the hearing. The receipt by the Authority of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Authority is rendered. In the event the employee concerned fails to request a hearing as provided herein, the Authority shall proceed to terminate his employment and seniority in that class or craft not later than thirty (30) calendar days from receipt of the above described notice from the Organization, unless the Authority and the Organization agree otherwise, in writing.

(b). The Authority shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this Agreement, and shall render a decision accordingly. Such decision shall be rendered within ten (10) calendar days of the hearing date and the employee and the Organization shall be promptly advised thereof. If the decision is that the employee has not complied with the terms of this Agreement, his employment and seniority in that class or craft shall be terminated within ten (10) calendar days of the date of said decision, unless the Authority and the organization agree otherwise, in writing. If the decision of the Authority is not satisfactory to the employee or to the Organization, it may be appealed directly to the highest officer of the Authority designated to handle such appeals. Such appeal shall be taken within nine (9) calendar days of the date of the decision appealed from, and if taken, shall operate to stay action on the termination of employment, until the decision on appeal is rendered. The Authority shall promptly notify the other party, in writing, of any such appeal. The decision on such appeal shall be rendered within ten (10) calendar days of the date the appeal is taken, and the employee and the Organization shall be promptly advised thereof. If the decision on such appeal is that the employee has not complied with the terms of this Agreement, his employment and seniority in that class or craft shall be terminated within ten (10) calendar days of the date of said decision, unless the Authority and the Organization agree otherwise, in writing. Such decision on appeal shall be final and binding unless within seven (7) days thereof the Organization involved requests, in writing, that the decision be reviewed in joint conference by the Vice President of the Authority in charge of Personnel, or his designated representative, and the Chief Executive Officer of the Organization involved, or his designated representative. If such request is made, the decision on appeal shall be reviewed in such joint conference within seven (7) days of the date such request is received, and any decision rendered within such seven (7) day period shall be final and binding. If the decision on such review is that the employee has not complied with the terms of this Agreement, his employment and seniority in that class or craft shall be terminated within ten (10) calendar days of the date of said decision, unless the Authority and the Organization agree otherwise, in writing.

(c). Time limits specified in this Section may be extended in individual cases by written agreement of the Authority and the Organization.

(d). Provisions of discipline rules contained in Rules and Working Conditions Agreements between the Authority and the Organization will not apply to cases arising under this Agreement.

(e). The General Chairman of the Organization shall notify the Authority, in writing, of the titles(s) and address(es) of its officers or representatives who are authorized to serve and receive the notices described in this Section. The Authority shall notify the General Chairman of the Organization of the title(s) and address(es) of its officers or representatives who are authorized to receive the notices described in this Section.

5. Other provisions of this Agreement to the contrary notwithstanding, the Authority shall not be required to terminate the employment of any employee until such time as the services of a qualified replacement are available. The determination of whether a qualified replacement is available shall be made jointly by the designated representative of the carrier and the designated representative of the Organization involved. The Authority may not, however, retain any employee in service under the provisions of this paragraph for a period in excess of ninety (90) calendar days from the date of the Organization's original notice. Employees whose service is extended under the provisions of this Section shall not, during such extension, retain or acquire any seniority rights.

6. An employee whose employment and seniority in a craft or class is terminated pursuant to the provisions of this Agreement shall have no time or money claim by reason thereof.

7(a). The Authority party to this Agreement shall periodically, at such times and intervals as the organization party to this Agreement representing the craft or class shall designate, deduct from the wages of all employees now or hereafter employed in any work covered by the Rules and Working Conditions Agreements between the parties hereto all periodic

dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such Organization, and shall within ten (10) days after making such deductions pay the amount so deducted to such officer of the Organization as the Organization shall designate: Provided, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the carrier with a written assignment to the Organization of such membership dues, initiation fees and assessments, which shall be revocable, in writing, after the expiration of one year or upon the termination of this Agreement whichever occurs sooner.

(b). The provisions of subsection (a) of this Section shall not become effective unless and until the Authority, or any of them, and the Organizations, or any of them, shall, as a result of further negotiations, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payments and distribution of amounts withheld and any other matters pertinent thereto.

APPENDIX B

DEDUCTION AGREEMENT

MEMORANDUM OF AGREEMENT, between The Staten Island Rapid Transit Operating Authority, respectively, hereinafter referred to as the "Authority", and the employees of the Authority in train service represented by the International Brotherhood of Teamsters (IBT). This Agreement, known as the "DEDUCTION AGREEMENT",

W I T N E S S E T H :

1. It is agreed that the Authority will, in accordance with and subject to the terms and conditions of this Deduction Agreement, deduct from the wages due to each employee represented by the IBT, from whom it receives a valid written wage assignment, described in paragraph (2), an amount each month, during the continuance in effect of his assignment, which shall be equal to the aggregate of the amounts to be paid by such employee to the IBT for initiation fees, dues, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such IBT.

2. No such deductions as fixed by paragraph (1) shall be made from the wages of an employee until after execution by the employee and delivery by the IBT to the Authority of a written wage assignment in the manner and form hereinafter provided in Attachment C, which is made a part hereof, it being an assignment of the amount of such initiation fees, dues, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such IBT. The wage assignment shall be revocable and the revocation shall be revocable and the revocation shall be executed on a form identical with that appearing in Attachment D, which is made a part hereof.

The assignment and revocation forms are to be furnished by the IBT, without expense to the Authority, in the form designated by the Authority.

The Authority shall have no responsibility or obligation whatsoever in connection with the procurement and the execution of such forms by employees and the IBT shall

arrange for the delivery of the executed forms to the Authority. The necessary assignment and revocation forms shall be delivered, with the deduction list hereinafter provided for, to the Authority not later than the 20th day of the month in which the deduction or termination of deduction, is to be made effective by the Authority.

3. Deductions as provided for herein will be made by the Authority in accordance with deduction lists furnished to it by the IBT. Such lists shall be furnished to the Authority in quadruplicate, separately for each operating Division, on or before the 20th day of the month in which the specified earnings are to be subject to the deductions listed thereon, by delivery to the payroll making office designated by the Authority, and each such list shall be in the form and shall contain the information specified in Attachment E, which is made a part hereof. The Secretary of each Lodge shall furnish to the Authority also the name of the Treasurer authorized to sign the deduction list of each Lodge, together with three (3) original signatures of each of them and advise promptly in the event of change. Such deduction lists shall not be subject to revision or change after delivery to the Authority, nor shall any deductions as herein provided for be made except on the basis of such deduction lists.

4. The amounts contained in said deduction lists for individual employees shall, wherever possible, remain the same from one payroll period to the next. In cases where the amounts shown for individual employees are changed, the IBT shall indicate this fact by a suitable symbol opposite the name of the employees involved. No deduction will be made for any employee for whom an entry on the deduction list is incomplete, illegible or otherwise doubtful. Entries for individual employees may be considered incomplete unless the list contains the information required as specified in Attachment E, which is made a part hereof.

5. Deductions as provided for herein will be made By the Authority only from wages due to employees for work during the last payroll period of the calendar month, and the Authority will remit by check to the IBT the total of such deductions, less the sum of seven cents (7¢) for each individual deduction, except that the first deduction for each employee shall bear a charge of ten cents (10¢). Such remittance check shall be made out to and mailed to the General

Secretary and Treasurer of the IBT on or before the 25th day of the succeeding month. With each remittance check, the Authority will send to the IBT two (2) copies of the lists on which the Authority will indicate by symbol the deductions not made.

No deductions will be accumulated or carried over from month-to-month for any reasons whatsoever by the Authority. In the event of any error by the Authority, it shall be authorized to adjust it, advising all concerned accordingly. In the event of any error by the Authority in the amount of its remittance to the IBT, if such error is not otherwise adjusted prior to the dispatch of the remittance the following month, the Authority will be permitted to adjust the amount of succeeding remittances to correct the error.

If either party desires to change the charges provided in the first section of paragraph (5), the matter will be the subject of negotiation on ten (10) days written notice on the part of either party to the other without affecting the balance of this Agreement.

6. The Authority will not make a deduction from the wages of any employee who does not have due to him for the last payroll period of the calendar month an amount equal to the sum to be deducted in accordance with their Agreement, after first deducting, as priority deductions, amounts due in the following categories:

- (a) Federal, State and Municipal taxes,
- (b) Approved deductions for board and room,
- (c) Amounts held by orders of court by garnishment and attachment,
- (d) Relief Department payments,
- (e) B&O Annuity Plan deductions,
- (f) Amounts due the Authority,
- (g) Prior Valid Assignments and Deductions.

7. Responsibility of Authority under this Agreement shall be limited to remitting to the IBT amounts actually deducted from wages of the employees pursuant to this Agreement, and the Authority shall not be responsible to any employee for making deductions specified on a deduction list or for failure to do so. Any question arising as to the correctness of the amount listed and deducted shall be handled

between the employee involved and the IBT, unless the Authority recognizing a mathematical mistake by it elects to make direct adjustment pursuant to the second (2nd) paragraph of paragraph (5) above.

8. No part of this Agreement shall be used in any manner whatsoever either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employee; likewise, no part of any other agreement between the Authority and the IBT shall be used as a basis for a grievance or time claim, y or in behalf of any employee predicated upon compliance or failure to comply with the provisions of this Agreement.

9. The IBT shall indemnify, defend and save harmless the Authority from any and all claims, demands, liability, losses, or damage resulting from the making of this Agreement or from compliance or failure to comply with the provisions thereof.

10. In the event of any change in the representation of any craft or class of employees covered by the deduction lists submitted under this Agreement, the said Agreement shall automatically terminate as to such employees from the date that the official notification is received from the National Mediation Board of such change. If the IBT institutes any suit against the Authority under this Agreement, said Agreement shall terminate immediately.

Except as specified in the preceding paragraph, this Agreement shall remain in full force and effect until changed as provided in the Railway Labor Act.

ATTACHMENT "C"

WAGE ASSIGNMENT AUTHORIZATION  
DEDUCTION AGREEMENT  
BETWEEN

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
AND THE STATEN ISLAND RAPID TRANSIT OPERATING AUTHORITY

Division Employee's Last Name First Name Initial  
Occupation

Home Address:

(Street & Number) (Town &  
State) TO: THE STATEN ISLAND RAPID TRANSIT OPERATING  
AUTHORITY

I hereby assign to the International Brotherhood of Teamsters that part of my wages necessary to pay initiation fees, monthly dues and assessments, including insurance premiums, but not including fines and penalties as reported to the Company by the Treasurer of the International Brotherhood of Teamsters in a monthly deduction list certified by him as provided under the Deduction Agreement entered into by the Brotherhood and the Company on April 8, 1954; and I hereby authorize the Company to deduct from my wages such sums and to pay them over to the General Secretary and Treasurer of the Brotherhood pursuant to the said Deduction Agreement.

Date: Signature: Lodge No.

"D"

WAGE ASSIGNMENT REVOCATION  
 DEDUCTION AGREEMENT  
 BETWEEN  
 THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
 AND THE STATEN ISLAND RAPID TRANSIT OPERATING AUTHORITY

NAME

(Last)                                      (First)                                      (Middle  
 Initial)

HOME ADDRESS

(Street and Number)

(City or Town)                                      (State)                                      (Zip Code)

Employee Identification No.  
 Title of Position

TO:    The Staten Island Rapid Transit Operating Authority

Effective in the next calendar month, I hereby revoke the Wage Assignment Authorization now in effect assigning to the Brotherhood that part of my wages necessary to pay my monthly union dues, assessments, fees, etc., and I hereby cancel said Authorization.

DATE:  
 Lodge  
 No.

Signature:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
MONTHLY DEDUCTION LIST

(Railroad) Ded. Code No.

Please deduct on \_\_\_\_\_, 198\_\_\_\_, Last Payroll  
Period the amount shown opposite each employee listed hereon.

Signed:

Division:

Title:

Lodge No.

Sheet of Sheets

Line	Employee's Number	Employee's Name	Amount To Be Deducted	Due Carrier
1	:	:	:	:
2	:	:	:	:
3	:	:	:	:
37	:	:	:	:
38	:	:	:	:
58	:	:	:	:
59	:	:	:	:
60	:	:	:	:

TOTAL

(Employees name must be listed in alphabetical order and employees'  
number must be furnished.)

Summary Totals

Sheet No. 1

Sheet No. 2

Sheet No. 3

Total of Sheets

APPENDIX C

TAKEOVER AGREEMENT

This AGREEMENT is by and between The Staten Island Rapid Transit Railway Company, hereinafter called RAILWAY, and of its employes represented under collective bargaining agreement as revised to August 1, 1969, by the Brotherhood of Maintenance of Way Employes, hereinafter called UNION:

WHEREAS, the City of New York, hereinafter called CITY, with the intention of maintaining the passenger train service between St. George and Tottenville, Borough of Richmond, New York, has notified RAILWAY of its intention to exercise its option under a certain agreement with RAILWAY whereby it becomes vested with rights and duties of ownership and operation of said line of railroad and the passenger train service thereon; and

WHEREAS, RAILWAY, a carrier subject to the Railway Labor Act, has recognized its obligation under that Act and under the applicable collective bargaining agreement to provide for the preservation of the rights of RAILWAY employees to the performance of work in the passenger train operation which is being taken over by CITY; and

NOW, THEREFORE, in recognition of the rights of RAILWAY employees, as described hereinabove, it is agreed between RAILWAY and UNION as follows:

1. Effective with the date of takeover, CITY will recognize as a separate collective bargaining unit that portion of RAILWAY's collective bargaining unit covering the positions going to CITY, as hereinafter provided, and as of that date the collective bargaining agreement between RAILWAY and UNION shall be established as the collective bargaining agreement between CITY and UNION covering RAILWAY employees going to CITY. Employees remaining with RAILWAY will continue to be covered by existing collective bargaining agreement between RAILWAY and UNION.

2. A list of the positions within the scope of the collective bargaining agreement going to CITY will be prepared and become a part of this Agreement as Appendix "A", and will not thereafter be within UNION's collective bargaining unit on RAILWAY property.

3. The initial filling of positions within the scope of the collective bargaining agreement to be taken over by CITY will be allocated to employees on the affected RAILWAY seniority rosters, and such employees will be given the option as individuals to follow the work going to CITY or to remain with RAILWAY, so long as positions are available in both categories. The exercise of his option shall be conducted in straight seniority order beginning with the most senior

qualified employee on the particular roster. The General Chairman of UNION or his duly authorized representative shall meet with the duly authorized officer of RAILWAY on March 4, 1971 for the purpose of jointly determining employees' elections under this option arrangement. Each employee exercising an option shall sign his name on a suitable form as an indication of his election. When all entitled employees have made their elections, the officers representing RAILWAY and UNION shall sign the election forms in witness of their validity.

4. A RAILWAY employee going to CITY must resign from the service of RAILWAY and his name shall be removed from RAILWAY seniority rosters and payrolls. CITY shall give such an employee an employment date reflecting the actual employment date he held with RAILWAY. Further, each such employee shall be given a seniority date under the collective bargaining agreement between CITY and UNION reflecting the actual seniority date he held under the collective bargaining agreement between RAILWAY and UNION.

5. A RAILWAY employee who goes to CITY in this takeover shall receive from CITY so-called fringe benefits such as pensions, vacations, medical and hospital insurance, of the same quality and value he received from RAILWAY. An employee who is a member of RAILWAY's Annuity Plan shall receive upon resignation from RAILWAY a refund of his contributions to the Plan in addition to the interest accrued thereon. If he desires to preserve and to protect the dollar equivalent value of his pension rights arising out of his membership in RAILWAY's Annuity Plan, he may execute a release giving to RAILWAY his refunded contributions and interest. In each instance where an employee going to CITY turns over his Annuity Plan refunded contributions and interest as described herein, RAILWAY shall transfer to CITY an amount sufficient to permit the funding of that employee's RAILWAY Annuity Plan pension based upon the Plan's regulations and policies in effect as of the day preceding the date of takeover. CITY shall thereafter establish and maintain a contributory annuity plan which shall offer membership to those former RAILWAY employees who were members of RAILWAY's Annuity Plan and who surrendered their Annuity Plan refunds as described herein. The benefits to be provided for by this CITY annuity plan shall be no less than those which would have been provided under the RAILWAY Annuity Plan in accordance with the regulations and policies of that Plan in effect as of the day before the date of takeover.

6. (a) If, as a result of the takeover by CITY as described herein, any employee who remains in the employment of RAILWAY and who as a result of such takeover by CITY is displaced; that is, placed in a worse position with respect to his compensation and rules governing his working conditions, and so long thereafter as he is unable, in the exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to

or exceeding the compensation he received in the position from which he was displaced, he shall be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the monthly compensation received by him in the position from which he was displaced. The latter compensation is to be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of his displacement as a result of this takeover (thereby producing average monthly compensation and average monthly time paid for in the test period). If his compensation in his retained position in any month is less than the aforesaid average compensation in the test period, he shall be paid the difference, less compensation at the rate of the position from which he was displaced for time lost on account of his voluntary absences in his retained or current position, but if in his retained position he works in any month in excess of the average monthly time paid for in the test period, he shall be compensated for the excess time at the rate of pay of the retained position; provided, however, that nothing shall operate to affect in any respect the retirement on pension or annuity rights and privileges in respect of any employee; provided, further, that if any employee elects not to exercise his seniority rights he shall be entitled to no allowance, and provided, further, that no allowance shall be paid to any employee who fails to accept employment, with seniority rights in a position, the duties of which he is qualified to perform. The period during which this protection is to be given, hereinafter called the protective period, shall be extended from the date on which the employee was displaced to the expiration of four years from the date of takeover described herein; provided, however, that such protection shall not continue for a longer period following the date of takeover than the period during which such employee was in the employ of RAILWAY prior to the date of takeover.

(b) If, as a result of the takeover described herein, any RAILWAY employee, hereinafter referred to as a dismissed employee, who does not go to CITY because of insufficient seniority or lack of qualification, and who is deprived of employment with RAILWAY because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of the takeover described herein, shall be accorded a monthly dismissal allowance equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of this takeover. This allowance shall be made during the protective period to each dismissed employee, while unemployed; provided, however, that no such allowance shall be paid to any employee who fails to accept employment, with seniority rights, in a position the duties of which he is qualified to perform.

The dismissal allowance of any dismissed employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings in such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and RAILWAY shall agree upon a procedure by which RAILWAY shall be currently informed of the wages earned by such employee in employment other than with RAILWAY and the benefits received.

The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service after being notified by RAILWAY of a position, the duties of which he is qualified to perform and for which he is eligible, or in the event of his resignation, death, retirement on pension, or dismissal for good cause.

(c) The protective period referred to in paragraphs 6(a) and (b), hereinabove, shall extend from the date of this transaction to the expiration of four years thereafter; provided, however, that such protection shall not continue for a longer period of time than the period during which such protected employee was in the employ of RAILWAY prior to the date of this transaction.

7. (a) Employees holding sufficient seniority and qualified to obtain one of the positions being transferred to CITY who decline to accept same and who do not have sufficient seniority to obtain a position with RAILWAY will assume a furloughed status. RAILWAY will not be liable for any wage guarantees during the period such employees remain furloughed status.

(b) An employee who has an opportunity to take a position paying as much or more than the guarantee to which he is entitled under Section 6 herein and who declines such position, shall have his guarantee reduced to the earnings level of the position he does elect to take.

8. Any employee who qualifies for benefits under the application of paragraph 6 and who does not forfeit his qualification for benefits under paragraphs 7(a) or (b), hereinabove, and who is a protected employee within the scope of a national or property job protection or job stabilization agreement to which RAILWAY is a party shall be entitled to receive the benefits available to him under any one of the agreements to which he is subject, or under this Agreement, but he shall not be entitled to greater benefits than those to which he is eligible under any one such agreement.

9. Any dispute between RAILWAY and UNION, involving the interpretation or application of any of the terms of this Agreement not settled on the property may be referred by either party to a Public Law Board, if desired, in accordance with Section 3 Second of the Railway Labor Act.

10. Neither RAILWAY nor UNION shall sign this Agreement unless and until it is first accepted and signed by CITY. In the event CITY accepts and signs this Agreement, nothing herein shall bind CITY nor be an obligation against CITY prior to 12:01 AM of the date of takeover.

11. RAILWAY's obligation under this Agreement shall be discharged as of 12:01 AM of the takeover date, except as to those obligations imposed upon RAILWAY by this Agreement relating to employees remaining in RAILWAY's employment after the takeover date, and nothing contained herein shall be construed as placing any obligation upon RAILWAY on or after 12:01 AM of the takeover date in respect to any of the former employees of RAILWAY who elect under this Agreement to follow their work to CITY.

12. Nothing in this Agreement shall be construed to impose any obligation upon CITY with respect to persons remaining in RAILWAY's employment.

Made at New York, New York February 5, 1971.

FOR BROTHERHOOD OF  
RAPID  
MAINTENANCE OF WAY EMPLOYEES:  
COMPANY:

FOR THE STATEN ISLAND  
TRANSIT RAILWAY

(signed)

(signed)

General Chairman  
Relations

Asst. to V.P. Labor

Approved:

Vice President, Brotherhood of  
Maintenance of Way Employees.

YORK

ACCEPTED BY THE CITY OF NEW

John Frandhaus (signed)  
First Deputy Administrator  
City of New York  
Transportation Administration

Appendix A

Classification	No. of Positions
Track Foreman	3
Trackmen	16
Trackman-Burner	1
Carpenter Foreman	2
Leading Carpenters	2
Carpenters	3
Painter Foreman	1
Painter	1
Total	29



ADDENDUM NO. 1

THE BALTIMORE AND OHIO RAILROAD  
COMPANY OFFICE OF VICE  
PRESIDENT  
PERSONNEL  
BALTIMORE 1, MD.

R. L. Harvey  
Manager Labor Relations

August 28, 1953

Mr. W. N. Clay, General Chairman  
Bro. of Maintenance of Way Employees  
703 United Building, Akron, Ohio.

Dear Sir:

At conference on August 27 we discussed the complaint which you stated you had received from the B&B forces on the Staten Island Rapid Transit Railway Company in regard to the interpretation placed on Rule 42 of the SIRT Agreement by the Management.

The facts in this case are that Rule 42 reads as follows:

"Employees' time will start and end at designated assembling points for each class of employees. Unless otherwise agreed to between the Division Engineer and the regular Committee of the Brotherhood of Maintenance of Way Employees, Bridge and Building and Dockbuilders forces' time will start and end at St. George Shop when jobs are of thirty days or less duration. Starting time for jobs of over thirty days duration will be at St. George and ending time will be designated by the Management."

A B&B gang consisting of Carpenter Foreman Quigley and five men was assigned to work in Manhattan, with headquarters at Pier 66, 26th Street, to perform general maintenance work on the four B&O piers in New York City. Dispute arose as to whether this assignment constituted a single job or a succession of jobs within the meaning of Rule 42. At conference held late in April of this year between Master Carpenter Middlebrook and your representative Mr. Lyons, it was suggested that a fair compromise of the issue might be the allowance of time from St. George in the morning to South Ferry in the afternoon. This was apparently mutually agreeable to the Division Engineer and Local Chairman Sullivan as they signed

a bulletin setting forth an agreement on this issue. Copy of this bulletin dated April 30, 1953, is attached.

It would appear to me that the compromise represented by this bulletin is eminently fair to both the men and the Management. Since the B&B gang involved was assigned to work with headquarters at Pier 66, 26th Street, it seems to me that they could be required to work on various piers up until such time as they would have to stop in order to reach Pier 66 at 4.00 PM quitting time. This would permit them to work at Pier 23 until about 3.45 PM, Pier 30 until about 3.50 PM and Pier 66 until 4.00 PM, without accruing any overtime and if working at the lower piers they would be traveling away from home simply in order to be relieved at Pier 66 at their quitting time. As it is, under the bulletin, they stop work five minutes earlier at Pier 23, fifteen minutes earlier at Pier 39 and 35 minutes earlier at Pier 66 and return to Staten Island 35 minutes earlier than they would if required to be relieved at Pier 66. Therefore it seems to me that this agreement is beneficial to the men and should be continued in effect.

Very truly yours,  
SIGNED: R. L. Harvey

ADDENDUM NO. 2

STATEN ISLAND  
RAPID TRANSIT  
OPERATING AUTHORITY

Staten Island, New York 10301 Phone 212/447-1581

LETTER OF UNDERSTANDING

February 23,

1981

Mr. John S. Mahoney, Jr.  
Secretary/Treasurer  
International Brotherhood of Teamsters  
62-17 Northern Boulevard  
Woodside, New York 11377

Dear Mr. Mahoney:

Reference is made to our Agreement of this date in settlement of certain outstanding Section 6 Notices covering rates of pay, rules, and working conditions, and more specifically to questions concerning eligibility for that rate of pay accruing to the Welder-Burner classification. It was understood and agreed that should a Trackworker undertake on his own time and at his own expense to pursue a course of training in welding and burning, the Operating Authority, upon proof of satisfactory completion of such training, would provide the employee with the opportunity to demonstrate his skills through a practical examination conducted by a neutral party. An employee who successfully passes such an examination, would thereafter be paid at the Welder-Burner rate when so engaged.

Very truly yours  
SIGNED: E. A. Duszak  
E. A. Duszak  
General Superintendent

AGREED:

John S. Mahoney, Jr.

EAD:pf

ADDENDUM NO. 3

STATEN ISLAND  
RAPID TRANSIT  
OPERATING AUTHORITY  
Staten Island, New York 10301 Phone 212/447-1581

October 19, 1983

Mr. John S. Mahoney  
Secretary - Treasurer  
International Brotherhood of Teamsters  
Local 808  
62-17 Northern Boulevard  
Health  
Woodside, New York 11377  
Plan

Re: Change in  
and Welfare  
Plan

Dear Mr. Mahoney:

This is to confirm our understanding reached during the recent negotiations of the mediated Agreement concerning the types of health and welfare coverage to be provided or substituted for existing coverage, benefit for benefit:

- o HIP/HMO coverage shall be substituted as a new plan which will be equal to, or better than, the level of benefit presently provided by Travelers GA23000.
- o As to GA23000 plan, it shall be substituted by a Metropolitan Insurance/Blue Cross Plan which shall be equal to, or better than, the present level of benefits provided under GA23000.
- o The present dental coverage provided by Aetna Insurance Company shall be continued by the Carrier by a plan equal to, or better than, the present coverage, to be provided by Metropolitan Insurance Company at Carrier's expense.
- o The same level of coverage of life Insurance for employees shall be continued to be provided by Carrier at an equal to, or better than, plan under Metropolitan Insurance Company for both active and retired IBT members.

Very truly yours,  
SIGNED: Larry Reuter  
Larry Reuter  
General Superintendent

ADDENDUM NO. 4

STATEN ISLAND  
RAPID TRANSIT  
OPERATING AUTHORITY

Staten Island, New York 10301 Phone 212/447-1581

October 19, 1983

Mr. John S. Mahoney, Jr.  
Secretary - Treasurer  
International Brotherhood of Teamsters  
62-17 Northern Boulevard  
Woodside, New York 11377 Re: Meal Allowances

Dear Mr. Mahoney:

This is to confirm our understanding that, effective upon execution and final approval of the agreement between the parties dated October 19, 1983, the meal allowance for emergency work is to be increased to five dollars (\$5.00) for each five (5) hours so worked.

In addition, with regard to an employee held over to perform emergency work at the completion of his regularly scheduled tour of duty, such employee will be entitled to a meal allowance if required to perform such work for at least two (2) hours beyond his scheduled tour, and at five (5) hour intervals thereafter.

Very truly yours,  
SIGNED: Larry Reuter  
Larry G. Reuter  
General  
Superintendent

Accepted:

SIGNED: Kenneth P. McGovern  
Kenneth P. McGovern, President  
IBT - Local 808

Exhibit I  
STATEN ISLAND RAPID TRANSIT OPERATING AUTHORITY  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EMPLOYEES HIRED PRIOR TO FEBRUARY 7, 1981

TITLE	4/1/85	4/1/86	
4/1/87			
General Mechanic	13.4050	14.0075	
14.7075			
Trackworker	12.2400	12.7900	
13.4300			
Trackwalker	13.4050	14.0075	
14.7075			
Speed-Swing Specialist	13.4050	14.0075	14.7075
Burner-Welder Specialist	13.4050	14.0075	14.7075
Trackworker-Foreman	16.2600	16.9925	
17.8425			

Exhibit II

STATEN ISLAND RAPID TRANSIT OPERATING AUTHORITY

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EMPLOYEES HIRED ON OR AFTER FEBRUARY 19, 1981			
BUT PRIOR TO APRIL 4, 1988			
TITLE	4/1/85	4/1/86	4/1/87
General Mechanic			
Entrance	12.3550	12.9100	13.5550
2nd Year	12.6325	13.2000	13.8600
3rd Year	12.8775	13.4575	14.1300
4th Year	13.4050	14.0075	14.7075
Trackworker			
Entrance	9.1800	9.5925	10.0725
7th Month	9.7925	10.2325	10.7450
2nd Year	10.4050	10.8725	11.4150
19th Month	11.0150	11.5100	12.0850
3rd Year	11.6275	12.1500	12.7575
31st Month	12.2400	12.7900	13.4300
Special Assignment	13.4050	14.0075	14.7075
Trackworker Foreman			
Entrance	14.6175	15.2750	16.0400
2nd Year	14.8575	15.5250	16.3025
3rd Year	15.5500	16.2500	17.0625
4th Year	16.2600	16.9925	17.8425

Exhibit III  
STATEN ISLAND RAPID TRANSIT OPERATING AUTHORITY

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EMPLOYEES HIRED ON OR AFTER APRIL 4, 1988

TITLE

General Mechanic

1st Year of Service	11.0300
2nd Year of Service	11.7650
3rd Year of Service	12.5025
4th Year of Service	13.2375
5th Year of Service	13.9725
After 5 Years of Service	14.7075

Trackworker

1st Year of Service	10.0725
2nd Year of Service	10.7450
3rd Year of Service	11.4150
4th Year of Service	12.0875
5th Year of Service	12.7575
After 5 Years of Service	13.4300

Trackworker Foreman

1st Year of Service	13.3825
2nd Year of Service	14.2750
3rd Year of Service	15.1650
4th Year of Service	16.0575
5th Year of Service	16.9500
After 5 Years of Service	17.8425

Apprentice - General Mechanic

1st Year of Service	9.0300
2nd Year of Service	9.7650
3rd Year of Service	10.5025
4th Year of Service	11.2375
5th Year of Service	11.9725
After 5 Years of Service	12.7075

STATEN ISLAND RAPID TRANSIT OPERATING  
AUTHORITY

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EMPLOYEES HIRED PRIOR TO FEBRUARY 7, 1981

TITLE	4/1/85	4/1/86	4/1/87
General Mechanic	13.4050	14.2100	15.0625
Trackworker	12.2400	12.9750	13.7525
Trackwalker	13.4050	14.2100	15.0625
Speed-Swing Specialist	13.4050	14.2100	15.0625
Burner-Welder Specialist	13.4050	14.2100	15.0625
Trackworker-Foreman	16.2600	17.2350	18.2700

Attachment "B"

STATEN ISLAND RAPID TRANSIT OPERATING AUTHORITY

INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
EMPLOYEES HIRED ON OR AFTER FEBRUARY 19, 1981  
BUT PRIOR TO APRIL 4, 1988

TITLE	4/1/85	4/1/86	4/1/87
General Mechanic			
Entrance	12.3550	13.0975	13.8825
2nd Year	12.6325	13.3900	14.1925
3rd Year	12.8775	13.6500	14.4700
4th Year	13.4050	14.2100	15.0625
Trackworker			
Entrance	9.1800	9.7325	10.3150
7th Month	9.7925	10.3800	11.0025
2nd Year	10.4050	11.0300	11.6900
19th Month	11.0150	11.6775	12.3775
3rd Year	11.6275	12.3275	13.0650
31st Month	12.2400	12.9750	13.7525
Special Assignment	13.4050	14.2100	15.0625
Trackworker Foreman			
Entrance	14.6175	15.4950	16.4250
2nd Year	14.8575	15.7500	16.6950
3rd Year	15.5500	16.4825	17.4725
4th Year	16.2600	17.2350	18.2700

Attachment "C"  
STATEN ISLAND RAPID TRANSIT OPERATING AUTHORITY

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EMPLOYEES HIRED ON OR AFTER APRIL 4, 1988

TITLE

General Mechanic

1st Year of Service	11.2975
2nd Year of Service	12.0500
3rd Year of Service	12.8025
4th Year of Service	13.5575
5th Year of Service	14.3100
After 5 Years of Service	15.0625

Trackworker

1st Year of Service	10.3150
2nd Year of Service	11.0025
3rd Year of Service	11.6900
4th Year of Service	12.3775
5th Year of Service	13.0650
After 5 Years of Service	13.7525

Trackworker Foreman

1st Year of Service	13.7025
2nd Year of Service	14.6150
3rd Year of Service	15.5300
4th Year of Service	16.4425
5th Year of Service	17.3575
After 5 Years of Service	18.2700

Apprentice - General Mechanic

1st Year of Service	9.2975
2nd Year of Service	10.0500
3rd Year of Service	10.8025
4th Year of Service	11.5575
5th Year of Service	12.3100
After 5 Years of Service	13.0625

