



**VIA ELECTRONIC AND FIRST-CLASS MAIL**

May 24, 2024

Anthony Simon, General Chairperson  
SMART Transportation Division  
200-B West Main St. Suite 3  
Babylon, NY 11702

**Re: Article 41 Pilot Program**

Dear Mr. Simon:

I am writing to confirm the terms of a pilot program regarding time limits of claims for compensation. As you know, the Parties have had a long-standing practice and agreement of waiving the contractual time limits for claims for compensation as outlined in Appendix W of the Trainmen's Agreement.

The Parties agree to a six (6) month pilot program to institute a revised Article 41 effective July 1, 2024 (attached hereto as Attachment A). The Parties further agree to meet no less than thirty (30) days prior to the expiration of the pilot program to discuss the implementation of the program whether to continue with the current terms of the pilot program, make modifications, or terminate the pilot program. Unless otherwise agreed to, the pilot program shall expire on January 1, 2025, and the time limits for claims for compensation shall revert to the *status quo ante, i.e.*, the terms of Appendix W of the Trainmen's Agreement.

If you concur, please sign in the space provided below and return a copy for our files.

Sincerely,

A handwritten signature in black ink, appearing to read "Seth J. Blau".

Seth J. Blau  
Director – Labor Relations

I Concur:

\_\_\_\_\_  
Anthony Simon, General Chairperson  
SMART – Transportation Division

\_\_\_\_\_  
Date

Attachment – Article 41 Pilot Program

cc: V. Campasano, S. D'Amato, E. Diaz, A. George, K. Coughlin, L. Kane, A. Conway,  
V. Tessitore (SMART-TD), E. Chino (SMART-TD), J. Valdemira (SMART-TD)

## **ATTACHMENT A**

### **ARTICLE 41**

#### **Presentation Of Claims For Compensation**

(a) A claim for compensation alleged to be due may be made only by an employee, or on his/her behalf, by a duly accredited representative, in writing, to the departments wage examiner's office not later than forty-five (45) calendar days from the date of the occurrence on which the claim is based. Carrier will make best efforts to transport claims to the designated wage office and date stamp all claims upon receipt of delivery.

(b) If claims are not made within the time limit specified in the foregoing paragraph (a), they shall not be entertained nor allowed. Duplicate claims required due to claims being mishandled or lost will be permitted and/or considered up to thirty (30) calendar days beyond the original fortyfive (45) day time limit.

(c) When claims for compensation alleged to be due have been presented in accordance with the foregoing paragraph (a) are not allowed in their entirety, the employee shall be notified to this effect, either in writing or by phone, within sixty (60) calendar days from the date the claims were presented. If contact is not made with said employee of the full denial, or claims where payment is reduced after review, the Organization will be notified in writing, by email or by phone. When not so notified within the sixty (60) calendar days, the claim shall proceed to the next step in the grievance process. Further, the Carrier shall pay a two (2)-hour penalty on the claim and the claim shall proceed through the grievance process on its merits. The two (2)-hour penalty will be separate and apart from the claim amount due on its merits and payable in the next available pay period. Denied claims will be made available to the union in a designated denial location in the wage office. A representative of the Organization and a designated representative for the Department will arrange to meet no less than monthly to review any denied claims for reconsideration.

(d) A claim for compensation denied in accordance with the foregoing paragraph (c) shall be considered invalid unless it is listed for discussion by the Union with the highest officer designated by the Railroad to handle claims within seventy-five (75)

calendar days after the date on which the claim is initially denied. Denial dates will be provided either in the written denial, denial email or on a denial call.

(e) When a claim for compensation, handled in accordance with paragraph (d) of this Rule is allowed, the Union shall be advised, in writing or by phone, the amounts involved and the payrolls on which the payment will be made. Any calls made pursuant to paragraph (c) above will be made no Carrier recorded phone lines and made available to Union representation upon request. When a claim for compensation, handled in accordance with paragraph (d) of this Rule is not allowed, the highest officer designated by the Carrier shall render his/her decision within thirty (30) calendar days of the appeal conference. When not so notified within the thirty (30) calendar days, the claim shall proceed to the next step in the grievance process. Further, the Carrier shall pay a two (2)-hour penalty on the claim and the claim shall proceed through the grievance process on its merits. The two (2)-hour penalty will be separate and apart from the claim amount due on its merits and payable in the next available pay period.

(f) When an employee's pay is short one (1) day or more from what is contractually guaranteed, a pay adjustment shall be made upon request.

(g) Employees will be furnished receipts for penalty time card claims upon request if submitted in person by the claimant at the Department's designated wage examiner's office during business hours and the claimant will acknowledge receipt of any subsequent written denials of such claims as outlined in this article.

(h) Decision by the highest officer designated by the Railroad to handle claims shall be final and binding, unless within three (3) months from the date of said officer's decision proceedings for the final disposition of the claim are instituted by the employee's duly authorized representative before the National Railroad Adjustment Board or a local board of adjustment that has been agreed to by the parties hereto. It is understood, however, that the parties may, by Agreement in any particular case, extend the three (3)-month period herein referred to.