

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
BOMBARDIER TRANSPORTATION SERVICES USA CORPORATION
INTERNATIONAL ASSOCIATION OF MACHINIST AND AEROSPACE WORKERS**

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Scope of Work

It is understood that this Agreement shall apply to those who perform the work specified in this Agreement in the Maintenance of Equipment Department of the Riverside/Baltimore, Frederick, Brunswick, and Martinsburg sites related to the MARC Third Party Operations and Maintenance Services Contract.

RULE 1 - HOURS OF SERVICE

An eight (8) hour period shall, under provisions hereinafter set out, be the regular work day. Regular work day and work week hours shall be bulletined. All employees coming under the provisions of this Agreement, except as otherwise provided in this schedule of rules, or as may hereafter be legally established between the carrier and the employees, shall be paid on the hourly basis.

ESTABLISHMENT OF SHORTER WORK WEEK:

NOTE: The expressions “positions” and “work” refer to service, duties, or operations necessary to be performed on the specified number of days per week, and not to the work week of individual employees.

(a) GENERAL - This Carrier will establish, for all employees represented by the organization signatory hereto, subject to the exceptions contained in this rule, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions which follow:

(b) FIVE-DAY POSITIONS - Where the nature of the work is such that employees will be needed five days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(c) SIX-DAY POSITIONS - Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

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

(e) REGULAR RELIEF ASSIGNMENTS - All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combination thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under individual agreements.

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 times, duties and work locations of the employee or employees whom they are relieving.

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

(g) NONCONSECUTIVE REST DAYS - The typical work week is to be one with two consecutive days off and it is the carrier'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 procedures 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 agreement.
- (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 nonconsecutive 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 days per week, the number of regular assignments necessary to avoid this may be made with two nonconsecutive days off.
- (7) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh 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 carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the carrier 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 days a week.

(h) **REST DAYS OF FURLOUGHED EMPLOYEES** - To the extent furloughed men may be utilized under applicable agreements or practices, their days off need not be consecutive; if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.

(i) **BEGINNING OF WORK WEEK** - 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 consecutive days starting with Monday.

(j) **SUNDAY WORK** - The elimination of punitive rates does not contemplate the reinstatement of work on Sunday which can be dispensed with. Changes in amount or nature of traffic or business and seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that types 7 of work which have not been needed on Sundays will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.

(k) **WORK ON UNASSIGNED DAYS** - When work is required by the carrier to be performed on a day which is not a part of any assignment, it may be performed by an available unassigned employee who will otherwise not have 40 hours of work that week; in all other cases by the regular employee.

RULE 2 - ASSIGNMENT OF SHIFTS

(a) When one shift is employed, the starting time shall be 7:00 AM CSXT time, or as may be agreed upon at any shop by the Company and the Machinist local committee. The time and length of the lunch period shall be arranged by mutual agreement.

(b) Where two shifts are employed, the starting time of the first shift shall be governed by item (a) of this rule, and the second shift shall start immediately following the close of the first shift or as may be agreed upon at any shop by the Company and the Machinist local committee. The time and length of the lunch period shall be arranged by mutual agreement.

(c) Where three shifts are employed, the starting time of the first shift shall be governed by item (a) of this rule, and the starting time of each of the other shifts shall be regulated accordingly. Each shift shall consist of eight consecutive hours including an allowance of twenty minutes for lunch within the limits of the fifth hour.

Uniform Commencing and Quitting Time: The time established for commencing and quitting work for all men on each shift in either the Car or Locomotive Department shall be the same at the respective points but where three shifts are worked by running repair forces and two shifts by back shop forces, the quitting time of the first shift and the commencing and quitting time of the back shop forces will be governed by the provisions of item (b) of this rule.

Exception: It is agreed that three eight-hour shifts may be established under the provisions of item (c) of this rule for the employees necessary to the continuous operation of power houses, mill wright gangs, heat treating plants, train yards, running repair and inspection forces, without extending the provisions of item (c) of this rule to the balance of shop forces.

RULE 3 - LUNCH PERIOD

Employees required to work during, or any part of, the lunch period shall receive pay for the length of the lunch period regularly taken at point employed at straight time and will be allowed necessary time to procure lunch (not to exceed thirty (30) minutes) without loss of time.

This does not apply where employees are allowed the twenty (20) minutes for lunch without deduction therefore.

Daylight Savings Time

Employees on duty when the change is made from Standard to Daylight Saving time in a calendar year and who complete such tours of duty will be allowed eight hours pay for such tour of duty. If these employees are also on duty when change is made back to Standard Time in the same calendar year and complete that tour of duty, they will be allowed eight hours pay for that tour of duty.

Employees not on duty when change is made from Standard to Daylight Saving Time, but who are on duty when the change is made back to Standard Time will be released from duty after eight hours or, if required to remain on duty in excess of eight hours, will be paid at the applicable time and one-half rate of pay for all time worked in excess of eight hours.

RULE 4 – OVERTIME – PAYMENT AND DISTRIBUTION

Payment of Overtime

- (a) All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved, except as may be provided in rules hereinafter set out.
- (b) Overtime provisions – Work in excess of 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 a furloughed list, or where days off are being accumulated under paragraph (g) Rule 1.
- (c) Payment for service on rest days –
 - (1) Service rendered by an employee on his assigned rest day or days will be paid for under the call rule when such service is not a part of any assignment.
 - (2) In all cases other than those specified in paragraph (1), service rendered by an employee on his assigned rest day or days will be paid for at the overtime rate with a minimum of eight (8) hours unless released at his own request. Where vacancies are not known sufficiently in advance to permit employees to report at the beginning of the shift they will be allowed to complete the balance of the day at overtime rate but not less than is provided under the call rule. Employees will be notified as soon as possible of such vacancies.
- (d) Work performed on the legal holidays as listed in Rule 6 (provided when any of the above holidays falls on Sunday, the day observed by the state, nation or proclamation shall be considered the holiday), shall be paid for at the rate of time and one-half. Employees regularly assigned to work on holidays, or those called to take the place of such employees, will be allowed to complete the balance of the day unless released at their own request. Those who are called will be advised as soon as possible after vacancies become known.
- (e) The following will govern with respect to paying third shift employees for holiday service:
 - (1) Pay third shift which begins at the close of the second shift, the day preceding a holiday, pro rata time for time worked;
 - (2) Pay third shift which begins at close of second shift, holidays, rate and one-half for time worked.
- (f) Except as provided in Paragraph (i) of this rule, employees worked more than five days in a work week shall be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work weeks, except where such work is performed by an employee due to moving from one assignment to another, or to or from a furloughed list, or where days off are being accumulated under paragraph (g) of Rule 1.
- (g) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computation leading to overtime.

- (h) Except as otherwise provided for in this rule, all time worked beyond 16 hours service (the 16 hours service to be computed within any 24-hour period from the regular starting time of the shift) shall be paid for at double time until relieved, provided that an employee who is relieved after working beyond 16 hours, but elects to continue to work his regular shift, or the remainder of his regular shift, shall be paid at the regular rate applicable to his regular shift for any part of his shift worked after relieved.
- (i) Service performed by a regularly assigned hourly rated employee on the second rest day of his assignment shall be paid a double the basic straight time rate provided he has worked all the hours of his assignment in that work week and has worked on the first rest day of his work week, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.
- (j) An employee doubling over shall have his regular lunch period as provided in Rule 5(b), then work straight through the remainder of the shift, without taking a lunch period at the time the men composing the regular shift take their lunch period.
- (k) For employees notified or called after working their regular shift on the day preceding their assigned rest days (or the day preceding a holiday for employees not assigned to work on holidays) to work another shift not continuous with their regularly assigned shift, the application of double time, paragraph (h), will be computed from the starting time of the shift so called or notified to work.
- (l) After such an employee completes an assignment for which so called or notified and is relieved for 5 hours or more, if again called to fill another shift on his rest days (or holiday), double time will not apply until the expiration of 16 hours from the starting time of that shift.
- (m) For one so notified or called, and relieved at the starting time of or during his regular shift on the day following his rest days or a holiday, straight time will apply for the remainder of his shift, if worked, and all overtime thereafter will be computed from the starting time of his shift in accordance with the understandings and past practice under this rule.
- (n) For employees called in emergency (not to work a shift in place of an absentee or to augment the force) on their rest days or on holidays, the double time provisions of the rule will be applied from the starting time on the day so called of the shift to which regularly assigned. For example: One assigned to the first shift, whose rest days are Wednesday and Thursday, called 2 hours after working his shift on Tuesday, or at 5:00 PM, and worked 16 hours, would be paid 8 hours double time computed from the starting time of his Tuesday shift; but if called at the same time on Wednesday, and worked 16 hours, he would be paid rate and one-half for the 16 hours, as he did not work beyond 16 hours computed from the starting time on Wednesday of the first shift.

Distribution of Overtime

- (a) Employees who have worked overtime shall not be laid off during their regular working hours to equalize the time.
- (b) Record will be kept of overtime worked and men called with the purpose in view of distributing the overtime equally.
- (c) There will be an overtime call board (or call list) established for the respective crafts or classes at the various shops or in the various departments or sub departments, as may be agreed upon locally to meet service

requirements. Employees who volunteer for overtime service will have their names placed on a board and preferably be called in turn. Overtime call list will be kept under lock and key and made available to employees when necessary.

(d) There will be, as near as possible, an equal distribution of overtime between employees who voluntarily sign the overtime call list.

(e) It is not intended that an employee, who is not fully qualified, will put his name on the overtime call list, but it is expected that a sufficient number of competent men will volunteer to properly take care of the work.

(f) Should there not be sufficient number of employees volunteer to properly take care of the work, any employee must respond after the overtime call board is exhausted. Any employee who may be called must respond at the time called, unless there is some good and sufficient reason why he cannot respond. Otherwise the company may force the most junior qualified employee on duty to work the overtime.

(g) Regular running repair employees will not be expected to participate in back shop overtime and road work, except in emergency.

(h) Back shop employees will not be expected to participate in regular running repair employees overtime (holidays are to be considered as overtime), except when necessity arises.

(i) An employee refusing call in his turn will lose the turn the same as if he had responded. An employee called for work for which he is not qualified will retain his place on the call board or list.

(j) It is understood that past practice will continue with respect to calling men for overtime who are assigned to special services, such as repairs to coal elevator and power plant machinery, etc.

(k) An employee filling a supervisory position must return to work as a Machinist and work one shift before being eligible for calls from the Machinist's overtime list. For the purpose of establishing a uniform practice of making Machinist available for overtime work after their vacations have expired and a complete understanding regarding this matter, it is agreed that the employees will be handled as follows:

To be eligible to participate in overtime on the ensuing rest days following vacation, an employee must notify the officer-in-charge and the local chairman prior to 12:00 noon the last day of this vacation that he is available; otherwise, he will not be eligible for overtime work until after he works his regular assignment. An employee actually on vacation, intervening holidays and rest days included, will not be considered available for overtime service.

(l) When it becomes necessary to finish a job that has been started during his regular tour of duty and not completed therein, the employee starting the work may be permitted to finish it without calling an employee from the overtime board, provided said employee is not worked in excess of two (2) hours.

Understanding: An employee filling a foreman or supervisory vacancy must return to work as Machinist and work one shift before being eligible for calls from the overtime list.

RULE 5 - OVERTIME - CALLS AND CONTINUOUS SERVICE

(a) For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis. For forty minutes or less continuous service after bulletin hours, one hour straight time will be allowed.

(b) Employees shall not be required to work more than two hours without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.

- *This means that if it is feasible to procure meal in 30 minutes or less, they will be allowed actual time, but if more than 30 minutes is required, only 30 minutes will be paid for.*

(c) Employees called or required to report for work, and reporting, will be allowed a minimum of four (4) hours for two (2) hours and forty (40) minutes or less, and will be required to do only such work as 11 called for or other emergency work which may have developed after they were called, and cannot be performed by the regular force in time to avoid delays to train movement.

- This paragraph means that an employee called or required to report for work, and reporting, will be allowed a minimum of four hours pay at straight time for two hours and forty minutes service, or less, from time called. Included in the two hours and forty minutes there shall be the time necessary for the employee called to present himself for duty, but in no case shall this allowance exceed one hour.

(d) Employees will be allowed time and one-half on minute basis for services performed continuously in advance of the regular working period with a minimum of one hour - the advance period to be not more than one hour.

- The provision in this paragraph, "... the advance period to be not more than one hour, means that an employee may be started to work one hour or less before his regular starting time, and paid rate and one-half on the minute basis with a minimum of one hour for forty minutes service or less, but, if started in excess of one hour before his regular starting time, he will be paid a call.

RULE 6 – HOLIDAYS

- (a) Subject to the qualifying requirements contained in Section (b) hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight hours pay at the pro rata hourly rate for each of the following enumerated holidays:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Each employee will also receive one (1) floating holiday each calendar year to be scheduled in accordance with the Personal Leave Day requirements.

(1) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.

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

(3) Subject to the applicable qualifying requirements in Section (b) hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (2) above, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with union shop agreement, or disapproval of application for employment.

(b) A regularly assigned employee shall qualify for the holiday pay provided in Section (1) hereof if compensation paid him by the carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

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

- (i) Compensation for service paid by the carrier is credited; or
- (ii) Such employee is available for service.

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

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

NOTE: Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.

(c) The parties to this agreement may, by mutual agreement, change the days (but not the number of days) that shall be observed as holidays, for the purposes of existing rules and agreements.

(d) When any of the ten recognized holidays enumerated in Section (a) above, or any day which by agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of any of such holidays, falls during an hourly or daily rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein, provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

(e) The work day or day immediately preceding or following a personal leave day or day on which the employee receives jury duty pay or bereavement leave is to be considered as the qualifying day for holiday purposes.

(f) Existing rules and practices there under governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby, except that under no circumstances will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday.

(g) The holiday pay qualification for Christmas Eve – Christmas shall also be applicable to the Thanksgiving Day – day after Thanksgiving Day and the New Year's Eve – New Year's Day holiday.

(1) This means that an employee who meets all other qualifying requirements will qualify for holiday pay for both holidays if on the "workday" or the "day" as the case may be, immediately preceding the first holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "workday" or "day," as the case may be, immediately following the second holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday.

(2) An employee who does not qualify for holiday pay for both consecutive holidays may qualify for holiday pay for either one or the other under the provisions applicable to holidays generally.

(h) In addition to their established monthly compensation, employees performing service on the day after Thanksgiving Day on a monthly rate position (the rate of which is predicated on an all-service performed basis) shall receive eight hours' pay at the equivalent straight time rate.

(i) A monthly rated employee occupying a 5-day assignment on a position with Friday as an assigned rest day also shall receive eight hours' pay at the equivalent straight time rate for the day after Thanksgiving Day, provided compensation paid such employee by the Carrier is credited to the work days immediately preceding Thanksgiving Day and immediately following the day after Thanksgiving Day.

(j) Except as specifically provided in paragraph (g) above, existing rules and practices there under governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to the day after Thanksgiving day and New Year's Eve (the day before New Year's Day is observed) in the same manner as to other holidays.

(k) Employees working 2nd and 3rd shifts will recognize the following holidays on the preceding Sunday; Memorial Day and Labor Day. Work on Monday will be at regular rate. Employees working 2nd and 3rd shifts will recognize the Day after Thanksgiving on the Wednesday preceding Thanksgiving.

(l) The next year's holiday calendar schedule will be communicated during the vacation sign-up period.

RULE 7 – OVERTIME – CHANGING SHIFTS

(a) Except as provided in paragraph (b) of this rule, employees changed from one shift to another will be paid overtime rates for the first shift of each change. Employees working two shifts or more on a new shift shall be considered transferred. This will not apply when shifts are exchanged at the request of the employees involved.

(b) An employee holding a relief assignment will not be paid overtime rates for changing shifts to perform the work on the shifts included in his assignment. If such employee is required to change shifts for any other reason, this exception shall not apply to such other shift changes.

(Interpretation of Rule 7)

This rule provides that an employee changing shifts due to exercising his seniority rights, or at the request of the employee, will be paid at his regular rate when changing shifts, instead of being allowed time and one-half time for the first shift of such change.

An employee transferred from one shift to another by direction of the Management will be paid time and one-half rate for time worked on the new shift the first day of the change. If he works new shift two or more days he is considered transferred and will be paid straight time for the straight time hours after the first day. If returned to his old shift or any other shift, he will then be entitled to time and one-half for the first day of such change.

An employee changing shifts through the exercise of his seniority rights, caused by reduction in force, will be allowed time and one-half for the first shift of the change where he loses a day's pay thereby. For illustration, an employee on third shift working 11:00 PM to 7:00 AM is caught in a furlough and his seniority entitled him to job on first shift, 7:00 AM to 3:00 PM. If he goes to work the same day, working 16 consecutive hours, he will receive straight time rate for work on that shift, but if he does not go to work until 7:00 "the following day, thereby losing one day's pay, he will receive time and one-half for the first day's work on the changed shift.

RULE 8 – ROAD SERVICE - HOURLY

(a) Employees assigned to road work whose tour of duty is regular and who leave and return to home station daily shall be paid continuous time from the date of leaving the home station to the time they return whether working, waiting or traveling, exclusive of the meal period, as follows: Straight time for work performed during regular hours and overtime rates work performed during overtime hours, with straight time for all hours traveling and waiting. The starting time to be not earlier than 6:00 AM nor later than 8:00 AM. Where two or more shifts are worked, the starting time will be regulated accordingly.

Exception: In case where the schedule trains interfere with the starting time, an agreement may be entered into Carrier's highest designated officer and the General Chairman concerned.

(c) Where meals or lodging are not furnished by the railroad or when the service requirements make the purchase of meals and/or lodging necessary while away from home point, employees will be paid necessary expenses comparable to all other BTS employees including management.

RULE 9 - EMERGENCY SERVICE - ROAD

(a) An employee regularly assigned at a shop, engine house, repair track, or inspection point, when called for emergency road service away from such shop, engine house, repair track or inspection point, will be paid from the time called to leave home station, until his return for all service rendered in accordance with the practice at home station, and will be paid straight time rate for straight time hours and overtime rates for overtime hours for all time waiting or traveling.

(b) If during the time on the road, a man is relieved from duty and permitted to go to bed for five (5) or more hours, such relief will not be paid for; provided that in no case shall he be paid for a total of less than eight (8) hours each calendar day, when such irregular service prevents the employee from making his regular daily hours at home station. Where meals and lodging are not provided by railroad, actual necessary expenses will be allowed. When an employee is required to go to shops for tools or material before leaving home station, he will be paid for the time necessary to cover such service.

(c) Wrecking service employees will be paid in accordance with this rule.

RULE 10 - FILLING VACANCIES

(a) When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate; but if required to fill temporarily the place of another employee receiving a lower rate, his rate will not be changed.

(b) Any regularly assigned employee who is used to fill a vacation vacancy on another position and works such position for 5 consecutive days will be required to observe the rest days of the position on which used before he may return to and resume service on his regular assignment or be permitted to work another vacancy; it being understood that employees may not request to move to a vacation vacancy after the vacancy commences. The same is to apply to all resultant vacancies brought about by the vacation vacancy.

RULE 11 – PROMOTION TO FOREMAN

(a) When selecting foremen, employees will be given consideration for promotion, and if selection is made from employees, proficiency and seniority will govern the company to be the judge of proficiency. It is the policy of the company to promote its own men, and only when competent employees cannot be found in the ranks or when competent employees will not accept vacancies or new positions will be the disposition of the company to vary from this policy.

(b) Employees promoted to official or semi-official positions shall retain their seniority at the point they hold seniority at the time of their promotion, and should they continue to accumulate seniority, it will be applicable to that point, irrespective of any change in location during their tenure as officials.

(c) Seniority Retention

(1) Effective January 1, 1988, all employees promoted subsequent thereto to official, supervisory, or excepted positions from crafts or classes represented by International Association of Machinists and Aerospace Workers shall be required to maintain their International Association of Machinists and Aerospace Workers membership or pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and ninety (9) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.

(2) Employees promoted prior to January 1, 1988 to official, supervisory or excepted positions from crafts or classes represented by International Association of Machinists and Aerospace Workers shall retain their current seniority but shall be required to pay regular monthly dues or an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.

(d) Employees accepting promotion to supervisory or official positions will lose their right to the job they left, and upon return to work of the trade, will be governed by the following:

Involuntary return:

(1) If a supervisor's position is abolished and the incumbent of the abolished position is unable to hold a position as supervisor on the roster on which he holds supervisors' seniority, or if a supervisor whose position is abolished elects to forfeit seniority as supervisor, the following will apply:

a. The supervisor must exercise seniority to a International Association of Machinists and Aerospace Workers Craft position within ten (10) days from the date the supervisor last works as a supervisor.

- b. The supervisor who is exercising seniority to an International Association of Machinists and Aerospace Workers Craft position must, within the ten (10) day period referred to in Section (a) above, give notice of his intention to exercise seniority to an International Association of Machinists and Aerospace Workers Craft position in time to permit giving the International Association of Machinists and Aerospace Workers Craft employee who stands to be affected five (5) working days' notice that he will be reduced to furlough status as a result of the returning supervisor exercising seniority.
- (2) A supervisor will not be permitted to exercise seniority to an International Association of Machinists and Aerospace Workers Craft position in cases where a supervisor's position is abolished for a specific period, thirty (30) days or less, and he is notified at the time his position is abolished that it will be re-established on a specified date.

Voluntary return:

Promoted employees who voluntarily return to their former International Association of Machinists and Aerospace Workers Craft Classification will only be permitted to take whatever open position may be available to which their seniority entitles them; or, if no opening exists, may displace the junior employee of their class.

FILLING TEMPORARY FOREMAN VACANCIES

(a) Should an employee be assigned temporarily to fill the place of a foreman, he will be paid his own rate – straight-time rate for straight time hours and overtime rate for overtime hours – if greater than the foreman's rate; if it is not, he will get the foreman's rate. Said positions shall be filled only by mechanics of the respective craft in their departments.

(b) Employees who are assigned to fill the places of foremen will work the same number of hours as the foremen work, or may ordinarily be called upon to work, and it is understood that the employees' basic day will start at the hour of the foremen's starting time, and it is further understood that any time worked after the close of the first eight hours, plus the meal period, if any, after the foremen's starting time will be paid for under the overtime rule.

(c) An employee assigned temporarily to fill the place of a foreman will take the regularly assigned relief days of the foreman whose place he is assigned to fill. For one so assigned and paid his own rate under this rule and understandings, overtime rates will apply on the foreman's regular relief days, if worked. For one so assigned and paid the foreman's rate, time worked on the foreman's regular relief days will be compensated for under the Applicable Supervisors' Agreement.

RULE 12 – TRANSFER RULE

Employees transferred from one point to another with a view of accepting a permanent transfer, will, after thirty (30) days, lose their seniority at the point they left, and their seniority at a point to which transferred will begin on date of transfer, seniority to govern. Employees will not be compelled to accept a permanent transfer to another point.

(a) An employee desiring to transfer to another point under this rule will secure transfer form which constitutes part of this rule from his supervisor and handle as indicated on the form.

(b) No Employee will be transferred under this rule unless his services can be spared. If such an employee cannot be spared, he shall be so advised, with copy to the General Chairman of the craft; but he shall be given opportunity to transfer when he can be spared, if and when there is a vacancy at the point to which he wished to transfer.

(c) One making application for transfer to another point under this rule thereby agrees that if, after reporting, but within the 30 day limit provided in this rule, he finds he does not desire to remain at the point to which transferring, but wishes to return to his home point, he must remain at the point until qualified employee can be secured to relieve him, and must, within the 30 days provided in this rule, give notice in writing to the one in charge at the point to which transferring, with copy to the officer in charge at his home point, and copy to the General Chairman of the craft, of his desire to return to his home point. He will establish and hold no seniority at the point to which transferring, but will continue to hold his seniority at his home point, even though he remains at point to which he applied for transfer under this rule more than 30 days.

(d) Applications received from employees desiring to transfer to another point under this rule and those received from furloughed employees seeking placement under Rule 13 of this Agreement will be given equal consideration, and, subject to Section (b) above of this Agreement, the qualified applicant having the greatest home point seniority shall be given preference for the vacancy or new job involved.

(e) This rule does not apply to apprentices, temporary promoted employees or others serving time in a training capacity.

(f) The employee must accept any position offered after being notified or forfeit all rights to any position applied for and must file a new form to be further considered for work at other points.

(g) All requests for transfer automatically expire at the close of business on December 31 each year. Employees whose requests have expired must file a new request to be further considered for transfer.

(h) All forms not properly completed will be returned to the employee if possible

RULE 13 - USE OF FURLOUGHED EMPLOYEES, OTHER POINTS

While employees are furloughed, if men are needed at any other point, they will be given preference to transfer, with privilege of returning to home station when force is increased, such transfer to be made without expense to the Company. Qualifications and seniority to govern all cases.

(a) Furloughed employees desiring to be considered for vacancies or new positions at seniority points other than the one at which they hold seniority, will obtain form as shown below, which has been made a part of this rule, from their supervisor, complete, and forward to the address shown on the form, and will furnish copy to their General Chairman and to their Supervisor. Employees will be notified of vacancies or new positions at the point or points for which application has been made to which their seniority entitles them and for which they are qualified. The employee must accept any position offered after being notified or forfeit all rights to any position applied for and must file a new form to be further considered for work at other points. When a vacancy is being filled, it will be offered first to those furloughed employees holding seniority on the former property where the vacancy exists with a seniority date as of the date of this agreement, and then to other employees of BTS, by seniority.

(b) Employees accepting a job under this Understanding agree that if they should desire for any reason to give up such job, they will remain on the job to which assigned until the next senior employee can be located and reports, or until other relief can be provided.

(c) It is understood that this procedure fully meets the requirements with respect to giving furloughed employees preference for employment at other than their home point. Should it develop that, through error or oversight on either side, an improper assignment has been made, such improper assignment may, if brought up within sixty days, be handled for correction in accordance with the rules for handling grievances, but it is agreed that no claim for pay for services not rendered will be made or entertained as result of such error.

(d) Employees working at a point, who are recalled at another point at which they hold rights to work or who are recalled at their home point where they hold seniority must elect at which point they prefer to work. If one so recalled elects to remain at the point at which working, their name will be removed from the list, or roster, at the point to which recalled, and will lose the right to work at that point; on the other hand, if the employee elects to accept the call, and gives up the job then being worked, the employee's name will be dropped from the roster at the point left and will relinquish all rights to work there.

(e) Applications received from furloughed employees seeking placement under this rule and those received from employees desiring to transfer to another point under Rule 12 of this Agreement will be given equal consideration, and the applicant having the greatest home point seniority will be given preference for the vacancy or new job involved.

(f) This rule does not apply to apprentices, temporary promoted employees or others serving time in a training capacity.

(g) All requests for transfer automatically expire at the close of business on December 31 of each year. Employees whose requests have expired must file a new request to be further considered for transfer.

(h) All forms not properly completed will be returned to the employee if possible.

RULE 14 – ABSENCE FROM WORK

(a) Absence

(1) Employees will not be permitted to be absent from work, for either partial or whole days, without first securing permission. Employees requesting an absence for personal business or other just causes must furnish their supervisor a justifiable reason for the intended absence in sufficient detail to determine the nature of the stated need to be absent.

(b) Leave of Absence

(1) The arbitrary refusal of a reasonable amount of leave to employees when they can be spared, or failure to handle promptly cases of sickness or business matters of serious importance to the employees is an improper practice and may be handled as unjust treatment under these rules.

(2) An employee absent on leave, who engages in other employment, will lose his seniority unless special provision has been made therefore by the proper official and general chairman representing his craft. An employee absent on leave, whose place is filled by another employee, must give his foreman notice sufficiently in advance of the time that he will report for work to enable the foreman to transfer the one filling his place to his regular shift.

(3) Leave of absence other than for sickness in excess of 30 days shall be in writing, and copy will be furnished local committeeman of the craft.

(4) Notice sufficiently in advance of the time an absent employee on leave will report for work must be given the foreman to enable him to transfer the one filling the absent employee's place to his regular shift before returning to work.

(5) Employees elected or appointed as full-time officers or representatives of the International Association of Machinists and Aerospace Workers or promoted to official positions with the Company, or securing positions with any agency, board, or commission established pursuant to Federal or state statutes, dealing with railroads, or with agencies established by railroads on a regional or national basis shall be considered on leave of absence while so engaged with the right to assert their seniority within 30 days after release from such employment.

(c) Absence

(1) Employees unavoidably kept from work will not be discriminated against. Employees detained from work on any day due to sickness, or any other good cause, shall notify their foreman as soon as possible but not later than sixty (60) minutes prior to the regular starting time of the shift to which assigned unless prevented from doing so for reasons beyond the control of the employee, in which case such notification shall be furnished as soon as possible. Employees who fail to notify their foreman as required herein will be considered absent-no report unless a justifiable reason is furnished. When there is sufficient reason to suspect continuous abuse of this Rule, when requested the employee will furnish prima facie evidence to substantiate the excuse.

(2) Employees absent 15 calendar days for any reason without permission or proper notification as required herein will forfeit all seniority and be removed from service. If the employee or the General Chairman of the Craft subsequently contends that the employee's name was removed from the roster improperly, a hearing will be held, with the organization notified in advance thereof, to develop the full facts and make determination as to the merits of the employee's contention.

(3) Employees who are absent for any cause and have not arranged for a definite time to resume duty will not be permitted to go to work except on approval of their foreman, unless the employee notifies the foreman of intent to report for duty at least one (1) hour before the expiration of the regular quitting time of the shift to which assigned on the day before the day on which the employee intends to report for work.

(d) Tardiness

Employees reporting late without just cause will not be permitted to work the balance of the tour of duty except on approval of their foreman.

RULE 15 – RETURNING FROM ABSENCE

(a) An employee returning from written leave of absence, absence due to illness or injury, or vacation may-

- (1) return to the last regularly assigned position held provided it has not been abolished, or senior employee has not exercised displacement rights thereon; or
- (2) exercise seniority rights on any position bulletined during such absence, it being understood that an employee working any part of the bulletin period will not be eligible to exercise seniority under this section; or
- (3) exercise seniority rights over junior employees provided his last regularly assigned position has been abolished or is occupied by a senior employee as a result of exercising displacement rights there on.

The employee will exercise his choice (as prescribed in 1, 2, or 3) within twenty-four (24) hours after return to work from such absence.

(b) Employees displaced by employees returning from absences covered by the Rule and employees subsequently displaced will, without expense to the Carrier, exercise their seniority pursuant to Rule 27.

(c) This Rule will not apply to employees returning to position covered by this Agreement under Rule 11.

RULE 16 – PHYSICAL EXAMINATIONS

(a) An employee absent because of illness or off-duty injury will, when ready to return to work, notify his supervisor as soon as reasonable possible before the day he desires to return. If such absence is in excess of three (3) days, the employee may be required by the Company to furnish a report from his personal physician as to his physical ability to safely perform his normal duties. If such report is required, it will include a brief history of the illness or injury, diagnosis, duration of care, treatment and prognosis. The Company will furnish to the employee the necessary forms for use by the employee's physicians in making the required report.

(b) If physical examination is deemed necessary by the Company, it will be promptly arranged for by the Company at Company expense and a determination made within a reasonable period as to whether or not the employee is physically able to resume duty.

NOTE: The term "within a reasonable period" will not be used to delay examination of an employee's decision as to his physical fitness to return to work. It contemplates a reasonably prompt examination and decision on the employee's physical fitness to return to work, but each case shall be determined on its own merits. If the employee or the duly authorized representative feels there has been unreasonable delay, the case may be progressed as a grievance or claim under provisions of the applicable working agreement.

(c) If, under the terms of this agreement, an employee is required by the Company to travel from their point of employment for physical examination, the following shall be applicable:

(1) An employee required to travel in excess of a radius of thirty (30) miles from his point of employment will be reimbursed for any necessary travel expenses.

(2) Where meals and lodging are not provided by the Company, actual necessary expenses will be allowed.

(d) A physically disqualified employee will be notified by the Company doctor in writing of the specific disqualifying conditions. When an employee protests his removal from service because of physical disqualification by the Company, the case will be handled as follows:

(1) The employee or his representative will file direct with Carrier's Highest Designated Officer such written protest of the disqualification. There must accompany the written protest of a copy of the medical findings of the employee's personal physician, who has been responsible for the primary care during the disability in question, such findings to include a brief history of the illness or injury, diagnosis, duration of care, treatment, prognosis and a statement of opinion by the employee's doctor. The employee's doctor and the Company doctor shall exchange medical data available to each of them and shall communicate or confer to determine if the difference can be resolved by them. If the two doctors are unable to resolve the case, they shall mutually agree upon a third or neutral doctor for disposition, who shall be a specialist in the disability for which the employee was physically disqualified.

(2) The neutral doctor shall have the benefit of the findings of the employee's doctor and the Company's doctor, and each of them may make such representation to the neutral as is felt pertinent to his examination and opinion. The Company's doctor shall provide the neutral with a statement defining normal duties; the representative may file with the neutral doctor a statement of any exceptions, with supporting evidence and will furnish copies to the Company's doctor and Carrier's Highest Designated Officer. The neutral doctor will examine the employee and render report of findings as promptly as reasonably practical within thirty (30) days after his selection, if possible. The neutral's findings, which shall be final and binding, except as provided herein, will set forth the physical condition of the employee and give opinion as to whether the employee is physically capable of safely performing the employee's normal duties.

(3) If the neutral doctor decides that the employee is fit to continue in service and safely perform the employee's normal duties, such neutral doctor shall also render a further opinion, as to whether such fitness existed at the time the employee was withheld from service. If the neutral doctor concludes that the employee will be compensated for actual loss of normal earnings during the period withheld for each working day withheld from assignment and will not be deprived of any other contractual benefit to which he may be eligible.

(4) If the decision is adverse to the employee and does not involve permanent type disability, but the employee's personal physician who has been responsible for his primary care during the disability in question later contends (limited to once within the three (3) year period commencing with date of disqualification by the neutral doctor) that the disqualifying condition has improved to the degree the employee can safely perform his normal duties and submits written evidence to support such contentions thereof (as described in paragraph (1)), the provisions of item (d) (1) and (2) may again be invoked by the employee's representative. Item (d) (3) will not be applicable. Consideration will be given request for further examination by a Company doctor provided good and sufficient reasons therefore are presented in writing to Carrier's Highest Designated Officer. If such consideration is given, the Company doctor's decision will be final and binding.

(5) The Company and the employee will take care of the expenses of their respective doctors and the expenses of the neutral (including such hospital, laboratory or X-ray costs as may be necessarily incurred) shall be borne on a 50/50 basis by the employee and the Company.

(e) An employee with more than sixty (60) days of compensated service will not be caused to lose time if taken off his assignment by the Company during regular working hours to undergo physical examination.

(f) Nothing contained herein is to be applied or interpreted in any manner to restrict in any way the Company's continued right to require physical examinations at any time it has sufficient reason to believe there has been a change in an employee's physical condition or that his ability to safely perform his normal duties is impaired.

RULE 17 – COMMITTEES

The Company will not discriminate against any employees who from time to time represent other employees and will grant them leave of absence when delegated to represent other employees.

RULE 18 – FAITHFUL SERVICE

Employees who have given long and faithful service in the employ of the Company, and who have become unable to perform arduous work, will, seniority being sufficient, be given preference of such light work in their line (or other duties mutually agreed to with local committee) as they are able to handle. They shall receive the rate of pay of the position to which they are assigned.

RULE 19 – ATTENDING COURT

When attending court as witnesses for the company, employees will receive a minimum of 8 hours' time each week day, and 8 hours at rate and one-half for Saturdays, Sundays and holidays; either at home station, away from home or traveling. Time and one-half will be paid for traveling during overtime hours when employees are unable to secure sleeping car accommodations. Actual expenses will be allowed when away from home station, and necessary expenses will be allowed when at home. When necessary, the company will furnish transportation, and will be entitled to certificates for witness fees in all cases.

RULE 20 – JURY DUTY

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

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

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

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

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

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

- (1) ends within four hours of the start of his assignment; or
- (2) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.

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

RULE 21 – BEREAVEMENT LEAVE

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

(b) Agreed upon Interpretations:

Q-1: How are the three calendar days to be determined?

A-1: An employee will have the following options in deciding when to take bereavement leave:

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

Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances:

A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

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

Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?

A-3: A maximum of two days.

Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

A-4: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister?

A-5: Yes as to half-brother or half-sister. However, the Rule is applicable to a family relationship covered by the Rule through the legal adoption process.

RULE 22 – PERSONAL LEAVE DAYS

Five (5) personal leave days will be front loaded each January 1st. Existing Personal Leave Days under respective Side Letter/Collective Bargaining Agreement will continue to accrue in accordance with these rules. These Personal Leave Days may be used as paid sick or safe leave as per the Maryland Healthy Working Families Act. No further paid or unpaid days will be provided for purposes of sick or safe leave as per the Maryland Health Working Families Act.

Personal leave days not used by December 31st will be paid out at 100% of the hourly straight time rate by the first payroll period in February.

RULE 23 - TRANSPORTATION

Active employees covered by this Agreement will be given free transportation on the MARC Camden and Brunswick lines.

RULE 24 – PAYING OFF

(a) Employees will be paid by direct deposit into a bank or credit union account of their choice. Deposits will be made prior to business hours every other Friday.

(b) Should the regular Friday pay day fall on a holiday, employees will be paid on the preceding Thursday.

(c) When there is a shortage of one day's pay or more, if requested, a direct deposit will be issued to cover the shortage within 48 hours, otherwise the shortage will be carried over to the next pay period.

(d) Employees leaving the service of the company will be given a paycheck as promptly as possible.

(e) For employees sent out on the line of road to do work, expense accounts will be vouchered and handled monthly.

(f) It is understood that insofar as employees who are bi-weekly pay days are concerned, there would be no objection to the delivery of paychecks after the banks close on Thursday if the checks were available and ready for distribution. Such delivery would be to employees on their own time and the delivery on company time to

employees on duty would not be made ahead of Friday. It was further understood that if there are occasions when the checks do not arrive in time to be available for delivery after bank closing on Thursday, there would be no complaints filed if the regular Friday pay dates were met. It was also understood that no exception was to be made for an employee whose rest days fell on either Thursday or Friday or who was going to be on vacation during the period in which the pay day fell.

RULE 25 – REDUCTION IN FORCES

(a) When it becomes necessary to reduce expenses, the force at any point, or in any department or sub department thereof, shall be reduced, seniority to govern.

(b) Except as provided in Paragraph (f) of this Rule, five working days' notice will be given the men affected before reduction is made, and lists will be furnished the local committee.

(c) In the restoration of forces, senior laid off employees will be recalled:

- (1) The employee will be sent a recall letter via CERTIFIED MAIL-RETURN RECEIPT REQUESTED to the last address on file with the Carrier, with copy to the local chairman, advising him that he is recalled to service and that he should report to a specified location at a designated time and date.
- (2) Should the employee fail to notify the recalling officer of his intentions or fail to return to service within fifteen (15) days from receipt of such recall notice, his name will be removed from the Seniority Roster on which recalled and the employee notified accordingly by CERTIFIED MAIL – RETURN RECEIPT REQUESTED.
- (3) If an employee or the General Chairman of the Craft subsequently contends that his name was removed from the Roster improperly, a hearing will be held, with the Organization notified in advance thereof, to develop the full facts and make determination as to the merits of the employee's contention. A copy of the recall letter is reproduced below.

(d) The local committee will be furnished a list of men to be restored to service.

(e) When positions are abolished and subsequently restored within thirty (30) calendar days, the last regular assigned incumbents must return to their former positions unless:

- (1) They have been displaced thereon by a senior employee under Rule 27.
- (2) There is a senior qualified furloughed man entitled to recall ahead of the former incumbent. When an employee returns to a reestablished position under this paragraph, all employees' disturbed account the abolishment must return to their former assignment in the same manner as herein provided.

(f) (1) 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 notices under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (2) below, 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 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.

(2) 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 a carrier's operations in whole or in part is due to a labor dispute between said carrier and any of its employees.

(g) Employees temporarily suspended to reduce the force will, under this rule, have the same rights as regards seniority as employees on leave of absence, except they may engage in any employment they may desire without making any special arrangements with either the company's representatives or the employee's representatives.

(h) When it becomes necessary to adjust the forces for any reason, the position or positions to be made vacant shall be abolished as provided.

Recall Procedure

(1) On recall, send the employee a recall letter as shown below CERTIFIED MAIL-RETURN RECEIPT REQUESTED to the last address on file with the Company, with copy to the Local Chairman advising that the employee is recalled to service and that he should report to a specified location at a designated time and date.

(2) Should the employee fail to notify the recalling officer of his intentions or fail to return to service within fifteen (15) days from receipt of such recall notice, his name will be removed from the seniority roster on which recalled and the employee notified accordingly by mail in accordance with the form below.

(3) If an employee or the General Chairman subsequently contends that his name was removed from the roster improperly, a hearing will be held, with the Organization notified in advance thereof, to develop the full facts and make determination as to the merits of the employee's contention.

(f) The exercising of seniority to displace junior employees, which practice is usually termed "rolling" or "bumping", will not be permitted, except that when forces are adjusted or reduced, the men on positions abolished shall have the privilege of displacing any man junior to him on any shift, provided the man exercising his seniority is qualified, by making written application to official in charge, with copy being given to local chairman. Employees thus displaced will have the privilege of exercising seniority in the same manner. If an employee is on his rest days or on vacation at the time abolishment notice is posted, he will, if his position has been abolished or if he has been displaced as a result of position abolishment, exercise his seniority promptly after return to work. Employees thus displaced will have the privilege of exercising seniority in the same manner. All employees who desire to exercise seniority will, in accordance with the above, submit application to displace, immediately following posting of abolishment notice, in seniority order to facilitate an orderly force adjustment and allow all employees to move to their new positions on the effective date of the notice insofar as possible. If an employee whose position has been abolished or who has been displaced has not so exercised his seniority rights, he will be assigned to an existing vacancy he is qualified to fill.

(g) The Railroad Company will not be required to pay punitive rate or be put to any additional expense due to employees changing shifts under this rule.

(h) Except in cases of emergency force reductions as covered by Sections (b)(2) and (b)(3) of this rule, the following STANDARD FORM will be used to notify all concerned of position abolishment and force reductions.

(i) Positions abolished in accordance with the emergency provision of Section (b) of this rule will not have to be bulletined under the provisions of Rule 27 when re-established. Employees furloughed under the emergency provision and employees disturbed by such position abolishments will return to their former positions when the emergency condition no longer exists.

(j) In the event of temporary furloughs of specified duration, not to exceed thirty (30) calendar days, positions abolished will not have to be bulletined under the provisions of Rule 27 when re-established. Employees furloughed under this provision and employees disturbed by such position abolishments will return to their former positions held prior to the furlough.

(k) It has never been the practice to force a furloughed employee to respond for a temporary assignment in the place of an absentee for one or two or even several days' work. If a senior furloughed employee has other employment, or for any reason does not wish to respond to recall for a temporary assignment, it is perfectly proper to excuse him and call a junior employee who is available. If no furloughed employee is reasonably available for such service, the vacancy may be filled in line with past practice and the rules.

**STANDARD FORM TO BE USED
WHEN REDUCING FORCES**

Location _____

Date _____

TO ALL CONCERNED:

The following position(s) will be abolished. Employees whose positions are abolished will be governed by the provisions of Rule 25.

Title of Position:	
Effective:	
Time:	
Incumbent:	
Date:	

The following employee(s) stand to be furloughed as a result of this force reduction:

Supervisor In Charge

SAMPLE RECALL LETTER

(MAIL IN DUPLICATE)

.....

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

(Location)

(Date)

Mr./Ms. (NAME OF EMPLOYEE)

(EMPLOYEE ADDRESS)

Dear Mr./Ms. (NAME OF EMPLOYEE)

You are hereby recalled for work as (POSITION), at (LOCATION), in accordance with the Rules of your Agreement. You are to arrange to report for service at (TIME), (DAY), (DATE).

In accordance with your Rules Agreement, unless you return to work or furnish a Satisfactory explanation of your absence within 15 days from the date of receipt hereof, your name will be removed from the Seniority Roster on which recalled.

If you desire your record to indicate that you resigned from the Carrier's service rather than forfeited seniority for failure to return to service on recall, please sign in the space provided below and return a signed copy of this letter in the enclosed pre addressed, postpaid envelope in order that our records may be complete.

Very truly yours,

(Recalling Officer)

.....

I hereby resign from the service of the Railway Company covered by the Roster on which recalled above.

(Signature of Employee)

(Date)

cc: Local Chairman

**NOTICE TO EMPLOYEE OF FAILURE TO RETURN TO SERVICE
ON RECALL AND NOTICE OF FORFEITURE OF SENIORITY**

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

(Location)

(Date)

Mr./Ms. (NAME OF EMPLOYEE)
(EMPLOYEE ADDRESS)

Dear Mr./Ms. (NAME OF EMPLOYEE)

By letter dated (DATE), you were recalled for work as a (POSITION) at (LOCATION), in accordance with the Rules of your Agreement. You were to arrange to report for service at (TIME), (DAY) on (DATE).

Since you have failed to respond to recall or furnish a satisfactory explanation for your absence, your name has been removed from the Seniority Roster on which recalled.

Very truly yours,

(Recalling Officer)

.....
cc: Local Chairman
General Chairman

RULE 25 ½ - RELIEF WORK, FURLOUGHED EMPLOYEES

(a) The Company shall have the right to use furloughed employees to perform relief work on regular positions during absence of regular occupants, provided such employees have signified in the manner provided in paragraph (b) hereof their desire to be so used. This provision is not intended to supersede Rules or practices which permit employees to place themselves on vacancies on preferred positions in their Seniority Districts, it being understood, under these circumstances, that the furloughed employee will be used, if the vacancy is filled, on the last position that is to be filled. This does not supersede Rules that require the filling of temporary vacancies. It is also understood that Management retains the right to use the regular employee, under pertinent Rules of the Agreement, rather than call a furloughed employee.

(b) Furloughed employees desiring to be considered available to perform such relief work will notify the proper Officer of the Carrier in writing, with copy to the local chairman, that they will be available and desire to be used for such work. A furloughed employee may withdraw his written notice of willingness to perform such work at any time before being called for such service by giving written notice to that effect to the proper Carrier Officer, with copy to the local chairman. If such employee should again desire to be considered available for such service, notice to that effect-as outlined hereinabove-must again be given in writing. Furloughed employees who would not at all times be available for such service will not be considered available for relief work under the provisions of this Rule. Furloughed employees so used will not be subject to Rules of the Agreement which require advance notice before reduction of force.

(c) Furloughed employees who have indicated their desire to participate in such relief work will be called in seniority order for this service.

(d) Employees who are on approved leave of absence will not be considered furloughed employees for purposes of this Rule.

(e) Furloughed employees shall in no manner be considered to have waived their rights to a regular assignment when opportunity therefor arises.

Understanding

(1) Employees covered by the Shop Crafts Agreement who are furloughed and make request for work under this rule will, when used, be subject to the following:

(a) Will not be considered available for service when they will be starting a second tour of duty within the same work day. A work day as used herein shall be a 24-hour period beginning with the starting time of the first shift.

(b) Will not be considered available for service when they will be working in excess of forty (40) straight time hours within a work week. The term work week will begin with the starting time of the first shift on Wednesday.

(c) Will not be considered available when they have not been off duty one shift.

(2) Positions which are idled hereunder will be filled on a day-to-day basis.

(3) This rule provides further that furloughed employees who are not at all times available for work will not be considered as available for work under this rule.

(4) This Understanding may be canceled upon thirty (30) days written notice, either party to the other.

RULE 26 – BULLETIN RULE

(a) Senior men in their respective classifications shall have the opportunity to exercise their seniority when vacancies occur, or new jobs are created, or when changes in forces occur involving increased hours, higher rates of pay, or changing from night to day shifts or vice versa. Due consideration will be given to men off on sick leave, vacation or leave of absence upon their return to work. Seniority as mentioned in any of the rules of this agreement will govern when the employees desire to exercise such rights. If sufficient ability is shown by trial, senior applicants for vacancies or new positions shall be assigned.

(b) When any changes according to paragraph "a" are to be made, bulletins will be posted immediately calling for bids, such bulletins to remain open for a period of five days (Sample Bulletin attached). Employees desiring to bid on such jobs must do so within the five days' limit by making application to the office in writing with copy to the Local Chairman. Failure to comply with this provision will forfeit the claim of any bidder. The successful bidder will be assigned to the position no later than five days following the expiration of the advertised bulletin, preferably on the first day of the work week. If no bids are received within the five day limit, the senior unassigned man will be placed on the job. Permanent assignment will be made immediately after the five day limit.

NOTE: Bids received from employees for positions advertised within the department in which employed will be accepted, provided the primary duties of the vacancy are not identical to those of the position presently held by the bidder.

(c) The practice of exercising seniority to displace junior employees by "ROLLING" or "BUMPING" is not permitted; however, an employee whose job is abolished or who may be displaced by other causes, will be permitted to exercise seniority on any job occupied by a junior employee on his seniority list.

(d) Acceptance of work at other shop points or at the same point where more than one roster is maintained between the time of layoff and being called back into the service at home seniority point will not impair an employee's seniority standing. If an employee makes the transfer permanent he will be dated as a new man from the day he started to work at the new seniority point of employment.

(d) Vacancies of long duration of thirty (30) days or longer arising as a result of absence of an employee due to serious illness, retirement account disability, etc., will be bulletined as permanent vacancies in accordance with Paragraph (b) of this rule. Upon return of the employee, he shall be privileged to exercise a displacement right under the provisions of Paragraph (c) of this rule. Any employee(s) affected shall in turn be privileged to exercise displacement rights.

STANDARD FORM TO BE USED WHEN BULLETINING POSITIONS PER RULE 26

BULLETIN NO. _____

_____, _____, 20____
(Place) (Date) (Year)

The following position is hereby advertised for bids.

Employees desiring to bid for the position will make written application to the Supervisor in charge, with copy of his bid to the Local Chairman or his representative.

Bids will be received from _____ to _____, inclusive.

Title of Position _____

Location and Shift _____

Days of Assignment _____

Permanent or Temporary _____

Rate of Pay _____

Work consists in general of _____

(Signed) _____

Bank of Candidates

All employees will complete a standing application to be kept on file with the Company. The application will state shift, and rest days that the employee wishes to be apply for.

A copy of such standing application will be furnished to the employee and will remain valid until it results in action or is replaced by the employee. It is the responsibility of the employee to ensure that a standing application always reflects the employee's current preference.

Any action resulting from a standing application automatically cancels the employee's entire standing application on file and a new one must be submitted immediately.

For the purpose of filling vacancies caused by employees leaving the Company or due to increased operations, the Company will consider the standing applications on file at the time that the vacancy occurs.

If there is no applicant within the specific classification, the Company will post the job for four (4) consecutive days, excluding Saturday and Sunday, the deadline for applications being 23:59 of the fourth (4th) day following such above notification.

The Company shall consider all applicants from the bargaining unit before considering external applicants and will only consider external applicants if there is no applicant from the bargaining unit who possesses the necessary skill, ability, job knowledge and qualifications to perform the work in question.

The notice of vacancy shall state the job classification, shift, rest days, hourly rate, general duties and qualifications required.

Employees must complete an application form for Job Vacancy and a photocopy signed and dated by management will be required by the employee as proof of submission. It will be the responsibility of the employee to complete and submit an application form indicating any job preference prior to leave for vacation. Pre-application for job posting during the employee's vacation must be submitted to the Human Resources Department.

Where there is more than one applicant from the bargaining unit who is qualified for the position, then the employee with the greater seniority shall be awarded the vacancy.

The Company will carry out any applicable testing that is necessary. The Union will be advised of the passing mark prior to testing of bargaining unit employees. An employee will be allowed to have two (2) test failures for each different job classification bid in any twelve (12) month period unless an employee is able to present new evidence of skills, ability or job knowledge, in which case the Company may decide to administer a new test to the employee.

The acceptability of the evidence provided shall be at the sole discretion of the Company.

RULE 27 - SENIORITY

(a) The seniority of employees covered by this agreement shall be confined to the point employees in each of the following departments:

Maintenance of Equipment Department
Maintenance of Way Department

Mechanics, helpers and apprentices of each craft shall have separate seniority rosters.

(b) Seniority will begin on the first date of compensated service, subject to the provisions of Appendix VI (Apprentice Agreement). In establishing seniority for new employees, it is understood that such seniority cannot be established until determination has been made of the rights of employees entitled to consideration under Rules 12 and 13 for vacancy or new position existing at the time the new employee is hired. As between two or more new hires establishing seniority on the same date and time, their preferential seniority ranking will be determined by their date of birth (oldest first), subject to the following qualification (Agmt. 57016M effective March 1, 1999). As between a new hire and any employee (furloughed or working) transferring from another seniority district on the Carrier in the same craft and establishing seniority at the same time on the same date, preference in seniority ranking will be given to the employee who is transferring.

(c) Seniority lists will be posted on bulletin boards, which are provided for in this agreement, as soon as possible after January 1 each year, and will be considered permanently established if not protested during the year in which the roster is posted. Seniority dates not protested then become the fixed seniority for each man on the roster and will be carried forward to succeeding rosters. Only changes or additions as may have been made during the preceding year may be protested. Neither the Management nor the Committees will receive any complaints for correction of seniority dates which are not handled during the year in which the roster is posted. Copies of the seniority lists will be furnished the Local Chairman and General Chairman at the time of posting on bulletin boards.

(d) (Med. Agmt. 12-18-87) The seniority of any employee whose seniority under an agreement with IAMAW is established after the effective date of this section and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

RULE 28 – CLAIMS OR GRIEVANCES

(a) Should any employee subject to this agreement believe he has been unjustly dealt with, or any of the provisions of this agreement have been violated, the case shall be taken to the officers designated in this rule, in their respective order, by the duly authorized local committee or their representative, and if stenographic report of investigation is taken the committee shall be furnished a copy.

(b) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within thirty (30) working days from the date of the occurrence on which the claim or grievance is based (with the exception of any appeal concerning discipline. (SEE RULE 29). Should any such claim or grievance be disallowed, the carrier shall, within thirty (30) working days from the date same is filed, notify whoever filed the claim or grievance (the employee or his 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 Carrier as to other similar claims or grievances.

(c) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within thirty (30) working days from receipt of notice of disallowance and the representative of the Carrier shall be notified in writing within that time, of the rejection of his decision. Failing to comply with this provision, the matter shall be considered as closed, but this shall not be considered as a precedent or waiver of the contentions of the employees 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 thirty (30) working day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

(d) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within 9 months from the date of said officer's decision proceedings are instituted by the employee or his 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 9 months' period herein referred to.

(e) 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 violations, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than thirty (30) working 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.

(f) This rule recognizes the right of representatives of the Organizations, parties hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

(g) 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 9 months of the date of the decision of the highest designated officer of the Carrier.

(h) This rule shall not apply to request for leniency.

(i) Should the highest designated railroad official, or his duly authorized representative, and the General Chairman or his duly authorized representative, fail to agree, the case may then be handled in accordance with the Railway Labor Act.

(j) Prior to assertion of grievances as herein provided, and while questions of grievances are pending, there will be neither a shutdown by the employer nor a suspension of work by the employees.

(k) All conferences between local officials and local committees to be held during regular working hours without loss of time to committeemen. It is understood that "local committees" referred to in this rule will consist of a committeeman and a second or assistant committeeman (one or the other) if desired.

RULE 29 – DISCIPLINE

(a) Where the Carrier believes there may be cause for disciplining an employee, it shall notify the employee, in writing of the charges against him and of the time and place of a hearing, which shall be held within a reasonable time from the date of the notice, to investigate the said charge(s). The employee shall have the responsibility for producing any witnesses in his behalf and shall have the right to be represented at such investigation by his duly authorized representative.

(b) No employee will be disciplined without a fair hearing by a designated officer of the company. Suspension in proper cases pending a hearing, including cases not requiring discipline as severe as dismissal, shall not be deemed a violation of these rules. If the judgment be in his favor, he shall be compensated for the wage loss, if any, suffered by him.

(c) If stenographic report of hearing is taken, the committee shall be furnished a copy.

NOTE: Neither Rule 28 nor Rule 29 attempts to obligate the carrier to refuse permission to an individual employee to present his own grievance, or, in hearing involving charges against him, to present his own case personally. The effect of these rules when an individual employee presents his own grievance or case personally, is to require that the duly authorized committee, or its accredited representative, be permitted to be a party to all conferences, hearings or negotiations between the aggrieved or accused employee and the representatives of the carrier.

(d) When employees are required by direction of an officer to attend investigations outside of regular working hours as witnesses to develop the cause or causes of any detrimental occurrence, accidents, etc., in which the railroad or its employees, or the public, are involved, and to decide on corrective measures by discipline, or by change of practice if found faulty, and in general to advance the science of railroading, they will be paid as follows:

(1) For continuous time, before or after regular work period, they will be paid pro rata rate on the minute basis. It is understood, however, that should there be a break between the end of investigation and the employee's starting time, or between the employee's quitting time and the starting time of the investigation, such employees may be paid under this paragraph as though the investigation were continuous with their regular hours.

(2) For time required to act as witnesses not continuous with, before or after, regular work period, they will be paid pro rata rate on the minute basis from time required to report to time released, with a minimum of two pro rata hours.

(e) When investigation develops that one, or more, of those attending is responsible for the occurrence and subject to discipline, pay will not be allowed such one or ones.

(f) In the event discipline results from an investigation, claims and grievances resulting from such discipline will be appealed to the Carrier's highest designated officer within sixty (60) days from the date such decision is rendered. The Carrier's decision on the appeal shall be made within sixty (60) days of receipt of the appeal.

(g) Decisions by the Carrier's highest designated officer will be final and binding unless, within nine (9) months from the date of said officer's original decision, proceedings for further appeal are instituted before the National Railroad Adjustment Board or a Public Law Board and the Carrier officer is so notified.

(h) Any time limits provided herein may be extended by mutual agreement.

RULE 29 ½ - WAIVER OF HEARING

(a) After notice of the charge(s), but prior to the investigation, either charged employee or Carrier officer may request a meeting to discuss said charge(s). The employee's duly authorized representative shall have the right to be in attendance at this meeting. On the basis of such meeting, the employee and Carrier officer may reach agreement as to the proper assessment of guilt (if any) and discipline (if any).

(b) Any settlement agreement reached through Paragraph (a) above shall list the charge(s), the finding of fault, and the discipline to be rendered and shall be signed by the Carrier representative and by the employee, as parties to the agreement, and by the employee's duly authorized representative, as witness, to the agreement. Such agreement, signed by the parties, will be a waiver of a formal investigation. There will be no appeal. Such settlement agreement shall have no value as precedent in subsequent matters involving other parties. No record shall be taken of the proceeds of such meeting(s) and failure to reach an agreement shall not be considered or referred to in further handling of the case.

RULE 30 – NOTICE OF INVESTIGATION

(a) An employee directed to attend a formal investigation to determine the employee's responsibility, if any, in connection with an occurrence or incident shall be notified, in writing, by certified mail to the last known address with a copy to the Local and General Chairmen, within a reasonable period of time but not to exceed twenty (20) days from the date of occurrence, or where the occurrence is of a nature not immediately known to the employee's supervisor(s), not to exceed twenty (20) days from the time they first have knowledge thereof. The notice shall contain a precise statement of the date, time, place and nature of the occurrence or incident that is to be the subject of the investigation.

NOTE: This rule does not preclude delivery of the notice at reasonable times by a Carrier representative. If such delivery is at the employee's home, it shall be made only when other means of delivery are not practicable.

(b) The notice shall state the date, time and place the investigation is to be held which shall be not less than four (4) days after the date of notification or more than twenty (20) days after the date of notification unless otherwise agreed to.

(c) The Carrier will have the responsibility of producing sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of investigation shall include the name of each person receiving the notice and the names of all witnesses known at the time of the notice that the Carrier intends to have in attendance at the hearing. The Carrier shall provide the Organization with all evidence, documents and statements that the Carrier will be using in the hearing/investigation forty-eight (48) hours prior to the hearing/investigation. The employee or the employee's duly authorized representative may bring to the attention of the responsible Carrier official the name or names of other witnesses who may provide material facts.

(d) The notice shall inform each employee so notified of the right to representation and to bring in witnesses.

2. Waiver of Investigation

(a) An employee who has been notified to appear for an investigation shall have the option, prior to the investigation, to discuss with the appropriate Carrier official, either personally, through or with the employee's duly authorized representative, the act or occurrence and the employee's responsibility, if any. The duly authorized representative shall be contacted and permitted to be present during any discussion held in connection with the waiver of investigation.

If disposition of the charges is made on the basis of the employee's acknowledgment of responsibility, the disposition shall be reduced to writing and signed by the employee and the official involved and shall incorporate

a waiver of investigation and shall specify the maximum discipline imposed for employee's acceptance of responsibility with copy to General Chairman.

Disposition of cases under this paragraph (a) shall not establish precedents in the handling of other cases.

(b) No minutes or other record will be made of the discussions and, if the parties are unable to reach an agreed upon disposition on this basis, no reference shall be made to these discussions by either of the parties in any subsequent handling of the charges under the discipline procedure.

3. Postponements of Investigation

Consistent with the provisions of Section A.1 for a fair and impartial investigation, postponements of the formal proceeding may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld.

4. Conduct of Investigation

(a) The investigation shall be conducted by an officer of the employing Carrier who may be assisted by other officers.

NOTE: When another Carrier is involved, this will not preclude an officer of the Carrier from assisting in the hearing recognizing, in any case, that there shall be only one presiding (hearing) officer.

(b) Formal investigation shall be held at the point where the employee involved is employed and at such time as will result in no loss of time for the employee, his representatives (no more than two) and his witnesses that are employed at such point unless otherwise agreed to. The employee shall have the right to represent himself with his duly authorized representative present or be represented at the investigation by a maximum of three duly authorized Organization representatives, with one acting as spokesman for all. The employee(s) shall be afforded a reasonable opportunity to secure the presence of his representative(s) and/or necessary witnesses. The employee and/or the employee's representative shall have the right to introduce witnesses in the employee's behalf, to hear all testimony introduced, to question all witnesses and examine all exhibits.

(c) If the formal investigation is not held within; the time limits specified in Section B.1(b), or the decision is not rendered within thirty (30) calendar days from the close of the investigation, the employee will not be disciplined, will be paid for all time lost, and no disciplinary entry will be made in the employees personal service record.

Section C – Transcript of Investigation

1. A copy of the decision rendered shall be furnished to the duly authorized representative and the employee at the time the decision is rendered in the event discipline is assessed.

A copy of the transcript shall be furnished to the General Chairman, duly authorized representative and the employee at the time the decision is rendered in the event discipline is assessed.

2. It is recognized that the Carrier is responsible for insuring that an accurate transcript of the investigation is made. However, this will not preclude the use of comparable equipment by the employee or his duly authorized representative to make a record of the proceedings for their own use.

Section D – Compensation for Attending Investigations

1. Witnesses, as referred to in Section B, 1(c), who are directed by the Carrier to attend an investigation, shall be compensated for all time lost and, when incurred, will be reimbursed for reasonable and necessary expenses incurred for each day of the investigation.

2. When an employee involved in a formal investigation is not assessed discipline, the employee shall be compensated for all time lost and, when incurred, will be reimbursed for reasonable and necessary expenses incurred for each day of the investigation.

Section E – Time Limit of Appeals

1. When discipline has been assessed as a result of a formal investigation and the decision as rendered by the Carrier is not acceptable to the employee, the General Chairman may appeal the decision directly to the highest designated officer of the Carrier pursuant to the provisions of the claims procedure.

2. If at any point in this appeal procedure or in the proceedings before the tribunal having jurisdiction it is determined that the employee should not have been disciplined, any charges related thereto entered in the employee's personal service record shall be voided and, if required to lose time or if held out of service (suspended or dismissed), the employee shall be reinstated with his seniority and other rights unimpaired and made whole for time lost, if any, including overtime, less outside earnings resulting from said suspension or dismissal.

3. If discipline assessed is by suspension, time lost by an employee when held out of service shall be deducted from the assessed period of suspension.

Section F – Unjust Treatment

An employee who considers himself unjustly treated, otherwise than covered by the current agreements, shall have the same right of representation, investigation and appeal as provided in this rule if written request is made by the General Chairman to the employee's immediate supervisor within (15) days of the cause for complaint.

RULE 31 – ASSIGNMENT OF WORK

(a) None but mechanics or apprentices regularly employed as such shall do mechanics' work as per Rule 41 except foremen at points where no mechanics are employed. However, craft work performed by foremen or other supervisory employees employed on a shift shall not in the aggregate exceed 20 hours a week for one shift, 40 hours a week for two shifts, or 60 hours for all shifts.

If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General Chairmen of the Organizations affected. Any disputes over the application of this Rule shall be handled under the provision of Rule 28.

(b) This Rule does not prohibit foremen in the exercise of their duties to perform work.

(c) At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman of any craft, the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by Agreement, it shall be handled under the provisions of Rule 28 and pending the disposition of the dispute, the Carrier may proceed with or continue its designation.

RULE 32 – LEAD MECHANICS

(a) Mechanics employed as such and paid a rate in excess of the minimum, and who do a limited amount of supervising, are not prohibited from performing some of the work of their trade when not engaged in supervising. Special work such as, for example, tool room work, air brake work and work of similar character that cannot be properly handled by departmental foremen may be directed by a mechanic of the trade to whom the differential will be paid for this additional service.

(b) This shall not be interpreted to mean that Gang Foreman or Departmental Foreman will be used to perform the work of the trade except as otherwise provided for.

(c) This rule shall not be construed as requiring the Carrier to establish positions of leading mechanics or to retain such positions presently existing.

RULE 33 – RATES OF PAY

(a) Rates of Pay

The minimum and other rates of pay are those agreed to in conference between representative of the Carrier and representatives of the Employees, in conformity with the provisions of the Railway Labor Act, as amended.

(b) Skill Differentials

(1) Journeymen machinists who perform the work listed below shall receive a differential per hour above the minimum rate paid to journeymen machinists at the point employed for each hour actually spent performing the listed work as set forth below.

(a) Existing differentials paid to journeymen machinists for performing lead mechanic work shall be increased to 50 cents per hour effective January 1, 1993.

(b) Existing differentials paid to journeymen machinists for performing federal inspector or welding work shall be increased to 25 cents per hour effective January 1, 1993.

(c) Journeymen machinists who perform the work of

Classroom instructor –

A machinist designated by carrier to provide class room instruction;

EMD Turbocharger Room Work –

Rebuilding of EMD turbochargers in the designated rebuilding area for turbochargers;

Traveling Roadway Machinists-

Machinists that regularly perform maintenance of way field service; does not include any machinists in such service assigned in shop;

Precision Machine Operators-

Operators on precision machines such as the following: wheel truing machines, treadmill, axle lathes, wheel boring mills, engine line boring, traction motor line boring, wheel mounting press, engine lathe. This category does not include machines such as grinders, drill presses, punches, shears, threaders, saws, honing, and the like, hand-held tools or portable machines;

Governor Room Work-

Assemble and test mechanical engine governor in the governor room;

Air Room Work-

Assemble and test air brake valves in the air room;

Engine Rebuild-

Build-up of locomotive diesel engine (out of locomotive carbody);

Alignment of-

*Main generators/alternators
Air Compressors (mechanical drive)
Auxiliary generators
Fan Drives/Equipment Blowers (mechanical drive);*

Gear Trains-

Build-up locomotive gear trains

Shall receive a differential of 25 cents per hour, effective January 1, 1993, Effective January 1, 1994, this differential shall be increased to 50 cents per hour.

- (2) When performing the above work for four (4) hours or less in any one day, employees will be paid the differential on an hourly basis with a minimum of one (1) hour; for more than four (4) hours in any one day, the differential will apply for that day.
- (3) There shall be no compounding or pyramiding of the above differentials. Any existing differentials for the above listed work that exceed the amounts specified shall be preserved. The parties recognize and agree that this Article is limited solely to the matter of skill differentials and this Article and any actions pursuant to it will not be used by either party in any manner with respect to the interpretation or application of any rule or practice.

(c) Rate Progression

Student Mechanics entering service on and after the effective date of this Agreement the rates of pay of Student Mechanics will be as follows:

- (1) For the first period (115 workdays) of employment, employees shall be paid 90% of the applicable Journeyman's rate.

- (2) For the second period (115 workdays) of employment, employees shall be paid 90% of the applicable Journeyman's rate.
- (3) For the third period (115 workdays) of employment, employees shall be paid 90% of the applicable Journeyman's rate.
- (4) For the fourth period (115 workdays) of employment, employees shall be paid 95% of the applicable Journeyman's rate.
- (5) For the fifth period (115 workdays) of employment, employees shall be paid 95% of the applicable Journeyman's rate.
- (6) For the sixth period (115 workdays) of employment, employees shall be paid 95% of
The applicable Journeyman's rate.

Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension or dismissal shall not count toward completion of the period.

(d) Intermodal Service Workers

With respect to Intermodal services, this Article shall be applicable to employees whose positions are engaged primarily in the inspection, repair and maintenance of equipment used to transfer containers, trailers and vehicles between rail and highway transportation modes at Carrier's Intermodal facilities.

- (1) For positions described in this Section (d), the full rate of pay for employees who establish seniority subsequent to December 18, 1987, shall be 75% of the rate in effect as of November 30, 1985 and shall be subject to Paragraph (c), Rate Progression.
- (2) If such a position is filled by an employee with less than 6 years of service and who has been furloughed for more than one year as of December 18, 1987, other than an employee subject to a protective Agreement or arrangement, such employee shall be compensated at the rate of 75% of the full rate of the position as of November 30, 1985 and, where applicable, shall also be subject to Article XI, Entry Rates, of the Agreement of December 11, 1981 or local rules governing entry rates.
- (3) For Apprentices and student Mechanics falling within the purview of paragraphs (1) or (2) of this Section, the incremental rate of pay shall be 75% of the applicable incremental rate in effect as of November 30, 1985.

RULE 34 - CONDITIONS OF SHOP, ETC

Good drinking water and ice will be furnished. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets, and wash rooms will be kept in a clean, dry and sanitary condition. Shops, locker rooms and wash rooms will be lighted and heated in the best manner possible consistent with the source of heat and lights available at the point in question.

RULE 35 - TOOLS

(a) At shops and roundhouses equipped with electricity, electric light globes and extensions will be kept in tool rooms available for use. Employees engaged in work requiring flashlights will be furnished same.

(b) Crayons, soapstones, marking pencils, tool handles, saw files, motor bits, brace bits, cold chisels, bars, steel wrenches, steel sledges, hammers (not claw hammers), reamers, drills, taps, dies, lettering and striping pencils and brushes and batteries and bulbs will be furnished by the Company.

Upon completion of BTS Safety Training, employees will be provided with a Safety Boot Voucher in the amount of \$ 150.00 per employee; this boot amount is available only once per year.

Bi-annually, employees may be reimbursed for the cost of safety prescription glasses up to \$150. The Carrier will provide uniforms for each employee.

RULE 36 - COMPETENT HELP

Mechanics and apprentices will be furnished sufficient competent help.

RULE 37 - PERSONAL INJURIES

(a) Employees injured while at work will not be required to make accident reports before given medical attention. Medical attention will be given as quickly as possible. Employees will make accident report as early as practicable and will not be required to sign release pending settlement of the case. Claims for personal injuries may be handled with the Personal Injury Claim Department.

(b) Employees injured while on duty and who are required to visit the doctor during working hours may do so without loss of time.

RULE 38 – BULLETIN BOARDS

Bulletin Boards will be provided in each department where proper notices may be posted. This will be confined to only subjects in which the Management or Employees are concerned.

RULE 39 – PROTECTION OF EMPLOYEES

(a) Work on engines or cars outside of shops during inclement weather will be limited to actual necessity and then only if shop room or pits are not available. This does not apply to work in engine cabs or emergency work on engines or cabs set out for or attached to trains.

(b) When it is necessary to make repairs to engine boilers, tanks, cars or parts, they shall be cleaned before mechanics are required to work on same. This will also apply to cars undergoing general repairs.

(c) Employees will not be assigned to jobs when they will be exposed to sand blast and paint blowers while in operation.

(d) All acetylene or electric welding or cutting will be protected by a suitable screen when its use is required.

(e) Sufficient blowers and suction fans will be installed to take fumes out of shops.

- (f) No employee will be required to work under locomotive or car without being protected by proper signals, which will not be removed except by men who place same. Where the nature of the work to be done requires it, locomotives and passenger cars will be placed over a pit, if available.
- (g) The management, with the cooperation of employees, will keep shops and yards in a clean and sanitary condition and all machinery and tools in a safe and working condition.
- (h) Men engaged in the handling of storage batteries and mixing acid must be provided with acid-proof rubber gloves, hip boots and aprons.
- (i) Steam or water will not be blown off from locomotives in roundhouses to the extent that it will interfere with inconvenience employees when possible to avoid it.
- (j) When practicable, engines will be placed under smoke jacks before being fired up.

RULE 40 – MACHINISTS' QUALIFICATIONS

Any man who has served an apprenticeship or has had four years of experience at the machinists trade, and who, by his skill and experience, is qualified and capable of laying out and fitting together the metal parts of any machine or locomotive, with or without drawing, and competent to do either sizing, shaping, turning, boring, planing, grinding, finishing, or adjusting the metal parts of any machine or locomotive whatsoever shall constitute a machinist.

RULE 41 – CLASSIFICATION OF WORK

- (a) Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling and grinding of metals used in building, assembling, maintaining, dismantling and installing locomotives and engines (operated by steam or other power), pumps, cranes, hoists, elevators, pneumatic and hydraulic tools and machinery, scale building, shafting and other shop machinery, ratchet and other skilled drilling and reaming; tool and die making, tool grinding and machine grinding; axle truing; axle, wheel and tire turning and boring; engine inspecting; air equipment, lubricator and injector work; removing, replacing, grinding, bolting and breaking of all joints on super heaters; oxy-acetylene, thermal and electric welding on work generally recognized as machinists' work; the operation of all machines used in such work, including drill presses and bolt threaders using a facing, boring or turning head or milling apparatus; and all other work generally recognized as machinists' work. On running repairs, machinists may connect or disconnect any wiring, coupling or pipe connections necessary to make or repair machinery or equipment.
- (b) This rule shall not be construed to prevent engineers, firemen and crane men of steam shovels, ditchers, clam shells, wrecking outfits, pile drivers and other similar equipment requiring repairs on line of road from making any repairs to such equipment as they are qualified to perform.
- (c) Drilling, reaming and tapping with electric and air motors and ratchets in connection with machinists' work.
- (d) Die making, repairing jacks and track drilling machines.
- (e) Erecting and repairing shafting, including babbitting, except where this work is being done by other mechanics.
- (f) Removing, replacing, lining and repairing locomotive tires.

- (g) Fitting and erecting shoes, wedges, driving boxes and bottom end of spring saddles.
- (h) Fitting and erecting trailer truck pedestals, boxes, bearings, and applying hub liners.
- (l) Fitting and erecting guides, guide yokes, cross heads, main and side rods, rocker boxes, link and value motion and steam chests.
- (j) Engine inspecting, including all parts of engines and tenders.
- (k) Fitting and bolting smoke box braces.
- (l) Spring rigging work.
- (m) Engine truck, trailer truck and driving brake work.
- (n) Removing and applying cast iron, cast steel and wrought steel smoke box fronts and doors.
- (o) Stripping, wheeling and unwheeling locomotives.
- (p) Removing and replacing covers of auxiliary domes located on the top of locomotive boilers for convenience in entering boilers.
- (q) Laying out, planning, slotting, fitting (and applying, when the design calls for the use of machines bolts) metal locomotive end sills.
- (r) Machinists' work in connection with automatic train control on engines and cars.

Wrecking Service

Any derailment of Maryland Transit Administration owned or leased property/territory within yard limits will be re-railed using a sufficient amount of Machinists to perform the work. In the event a subcontractor is utilized a sufficient amount of Machinists will be assigned to assist and ensure that during/after re-railing the equipment is safe to move.

Any derailment outside assigned MARC yard limits the "operating railroad" will be responsible for the handling of the same and will not require Bombardier's assistance unless requested.

RULE 42 – PROBATIONARY PERIOD

An employee who has been in the service of BTS and worked ninety (90) compensated days or more shall not be dismissed except in accordance with Rule 26-Termination of Employment.

RULE 43 – EFFECTIVE AGREEMENTS

Agreements in effect prior to the effective date of this Rules Agreement, as revised, including National Agreements in connection with Wages, Vacations, Holidays, and other National Agreements to which the Parties signatory to this Rules Agreements are a part, as well as the contents of agreed-upon Circulars, Memoranda of Agreement and Letters of Agreement not in conflict with this Rules Agreement shall continue to remain in effect unless and until changed in accordance with the Railway Labor Act, as amended.

This Agreement shall become effective June 1, 2013 unless otherwise indicated, and shall continue in effect unless and until changed in the manner prescribed by the Railway Labor Act, as amended.

In consolidating the Schedule Agreements and Appendices of the involved former Railroads, it is recognized that in some instances the application of certain Rules and the assignment of certain work has been applied differently on the former Railroads. Therefore, it is understood and agreed that the consolidated Agreement will not be used to change existing work practices relative to craft assignments on the former Railroads, unless specifically agreed to by the involved parties.

RULE 43 – APPRENTICE WORK

Include regular and helper apprentices in connection with the work defined by Rule 41.

RULE 44 – MACHINIST HELPERS

Helpers' work shall consist of helping machinists and apprentices, operating drill presses (plain drilling) and bolt threaders not using facing, boring, or turning head or milling apparatus, wheel presses (on car, engine truck and tender truck wheels), nut tappers and facers, bolt pointing and centering machines, car brass boring machines, twist drill grinders; cranemen helpers on locomotive and car work; attending tool room, machinery oiling, locomotive oiling, box packing, assisting in dismantling locomotives and engines applying all couplings between engine and tender; locomotive tender and draft rigging work, except when performed by carmen, and all other work generally recognized as helper's work.

RULE 45 – RUNNING REPAIRS AND DEAD WORK

(a) Machinists assigned to running repairs shall not be required to work on dead work at points where dead work forces are maintained except when there are not sufficient running repairs to keep them busy.

(b) Dead work means all work on an engine which cannot be handled within twenty-four (24) hours (computed after the time the work has been assigned) by the regularly assigned running-repair forces maintained at point where the question arises.

(c) Dead-work forces will not be assigned to perform running-repair work, except when the regularly assigned running-repair forces are unable to get engines out in time to prevent delay to train movement.

RULE 46 - WELDING

None but Machinists and Machinist Apprentices shall operate oxyacetylene, thermal, or electric welders utilized during the performance of Machinist work, as per Rule 41.

RULE 47 – TERMINATION OF EMPLOYMENT

Seniority rights shall cease and employment deemed terminated for any of the following reasons:

- (a) If an employee voluntarily quits the employment of the Company;
- (b) If an employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the collective agreement;
- (c) If an employee overstays a leave of absence or remains away from work without permission for a period of more than fifteen (15) consecutive working days;
- (d) If an employee fails to report for work in accordance with a notice of recall, or within fifteen (15) working days after registered date of such notice, whichever is later;

RULE 48 – APPLICANTS FOR EMPLOYMENT

- (a) Applicants for employment will be required to make statement as to their ability and address of relatives and may be required to pass physical examination, at the expense of the Carrier, to determine their fitness to perform the service required of their craft or class.
- (b) Employees promoted to, or men engaged for, positions that require them to distinguish signals or do flagging will be required to pass usual eyesight and hearing test before assigned to such service.
- (c) The application of an employee entering the service will be approved or rejected within sixty days after commencing work. When an applicant is not notified to the contrary within sixty days, it will be understood that his application has been approved. If his application is not approved, he can be removed from the service during this sixty-day period without an investigation.

RULE 49 – DISTRIBUTION OF RULE BOOKS

The company will have printed in book form copies of these Rules and furnish a copy to each employee affected.

RULE 50 – WORK AT WRECKS

In case of wrecks where engines are disabled, Machinist and Helper, if necessary, shall accompany the wrecker. They will work under the direction of the wreck foreman.

RULE 51 - GENERAL

- (a) The right to make Agreements covering rates of pay and working conditions, and to interpret and apply them, respectively, for the management and the employees herein covered, is retained by the parties signatory thereto. When settlement is not reached by negotiation, the matter concerned may be pursued by further handling under the provision of the Railway Labor Act.
- (b) Carrier's Designated Officer and the General Chairman for the employees, have authority to reach decision on any dispute, grievance controversy, or difference of opinion affecting this Agreement in any manner whatsoever, whether the case comes to them on appeal or otherwise. Decision reached on any such question by mutual agreement under this rule shall be final, and shall not be open to any question thereafter.

RULE 52 – SAVINGS CLAUSE

In printing this Agreement to include applicable parts of the several nationally negotiated Agreements and other memoranda, it is not the intention of the parties' signatory hereto to change, or modify the application and/or interpretation thereto. Should a dispute arise through the omission of, or slight change in, language used in the National Agreement as of June 1st 2013 or original memorandum, including implementing agreements, the original language shall be controlling.

Additionally, should a Rule have been inadvertently omitted in the consolidation of the CSXT various Agreements and BTS implementing agreement, the applicable former property Rule of the C&O, B&O, B&OCT, Clinchfield, L&N, or SCL Railroad shall govern.

Furthermore, it is the intent of the parties to incorporate herein all applicable National Agreement rules, and it is understood that all such rules, if not specifically included herein, are incorporated by reference.

RULE 53 – GENDER CLAUSE

For convenience, all references to gender in this Agreement are made in the masculine gender. It is understood and agreed by the parties to this Agreement that references to masculine gender include both the masculine gender and the feminine gender.

In consolidating the Schedule Agreements of the involved former Railroads, it is recognized that in some instances the application of certain Rules and the assignment of certain work has been applied differently on the former Railroad Systems. Therefore, it is understood and agreed that the consolidated Agreement will not be used to change existing work practices relative to craft assignments on the former Railroads, unless specifically agreed to by the involved parties.

Appendix Vacation Agreement

For all employees the new schedule below will be applicable for January 1, 2014 vacation year and thereafter:

Vacation Year	Vacation Entitlement
Less than one qualifying (1) year	One (1) day for every completed calendar month (20 days) of service worked to a maximum of ten (10) days.
One (1) qualifying year – Less than four (4) years	Ten (10) days
Five (5) qualifying years – less than fifteen (15) years	Fifteen (15) years
Sixteen (16) qualifying years – less than twenty-four (24) years	Twenty (20) days
Twenty-five (25) qualifying years of service and more	Twenty-five (25) days

Employees unable to work the required days to qualify for vacation in each category in the previous year will earn one (1) day vacation for each month of compensated service (having worked/compensated for at least twenty (20) days).

EFFECTIVE DATE

Duration of the terms of this Agreement will commence on January 1, 2020 and expire December 31, 2023. All retroactive pay subject to general wage increases will be paid within 60 days after the reification of the agreement or otherwise stated.


No Party to this Agreement shall serve or progress, prior to November 1, 2023 (not to become effective before January 1, 2024), any notice or proposal. This will not bar Management and the Organizations from agreeing upon any subject of mutual interest.

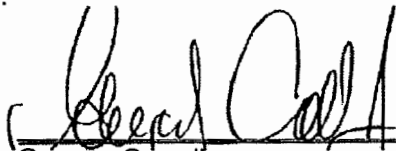
Signed this 27 day of January 2021 to officially enact this document as the Collective Bargaining Agreement between the following parties:

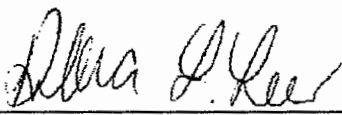
For the International Association of Machinist and Aerospace Workers:

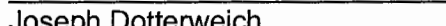

Josh Hartford
General Chairman

For Bombardier Transportation Services USA Corporation:


Robert Young
Head of Operations & Maintenance
Services, North America


George Carroll
Site General Manager
MARC Operations & Maintenance


Debra Lees
Senior Manager
Human Resources & Labor Relations – US


Joseph Dotterweich
Chief Mechanical Officer
MARC Operations & Maintenance

APPENDIX 1 – VACATION

Vacation with pay will be granted to employees covered by this Agreement under and in accordance with the terms and provision of the Vacation Agreement dated Chicago, Illinois, December 17, 1941, and Supplemental Agreements dated February 23, 1945, August 21, 1954, August 19, 1960, November 20, 1964, February 4, 1965, September 27, 1967, September 2, 1969, October 7, 1971, December 2, 1978, December 11, 1981, and interpretations.

Article 1.

(a) An annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(b) An annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

(c) An annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.

(d) An annual vacation of twenty (20) consecutive work days will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.

(e) An annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949), in each of twenty-five (25) of such years, not necessarily consecutive.

(f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant weekly and monthly rated employees, whose rates contemplate more than five day of service each week, vacation of one, two, three, four or five work weeks.

(g) Service rendered under Agreements between a Carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an

employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

(i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacation for which they may qualify upon their return to the service of the employing carrier.

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

(k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to the railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(l) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such an employee does not return to service in the following year for the same carrier, he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to the employing officer, a copy of such request to be furnished to his local or general chairman.

Article 2.

An employee's vacation period will not be extended by reason of any of the ten recognized holidays enumerated in Rule 5, or any day which by agreement has been substituted or is observed in place of any of those ten holidays, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

Article 3.

The terms of this Agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing Rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing Rule, understanding or custom.

Article 4.

(a) Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations.

The local committee of each Organization signatory hereto and the Representatives of the Carrier will cooperate in assigning vacation dates.

(b) The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days), require all or any number of employees in any plant, operation or facility, who are entitled to vacations to take vacations at the same time.

The local committee of each Organization affected signatory hereto and the proper representative of the Carrier will cooperate in the assignment of remaining forces.

Article 5.

Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given affected employee.

If a carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation the allowance hereinafter provided.

Such employee shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

Article 6.

The Carriers will provide vacation relief workers but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employees remaining on the job, or burden the employee after his return from vacation, the Carrier shall not be required to provide such relief worker.

Article 7.

Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:

(a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the Carrier for such assignment.

(b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate of account of vacation allowances made pursuant to this Agreement.

(c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this Agreement.

(d) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.

(e) An employee not covered by Sections (a), (b), (c), or (d) of this Article will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

Article 8.

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough, he shall at the time of such termination be granted full vacation pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefore under Article 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation the surviving spouse or children or his estate, in that order of preference.

Article 9.

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

Article 10.

(a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation the rate of the relieving employee will be paid.

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five percent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

(c) No employee shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.

Article 11.

While the intention of this Agreement is that the vacation period will be continuous, the vacation may, at the request of an employee, be given in installments if the management consents thereto.

Article 12.

(a) Except as otherwise provided in this Agreement, the Carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

(b) As employees exercising their vacation privileges will be compensated under this Agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any Agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more so than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing Agreement.

Article 13.

The parties hereto having in mind conditions which exist or may arise in making provisions for vacations with pay agree that the duly authorized representatives of the employees and the proper officer of the carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this agreement, provided that such changes or understandings shall not be inconsistent with this Appendix.

Article 14.

It is understood and agreed that the vacations referred to herein may be taken in installments of one week. This does not alter or supersede any other provision of this Appendix.

*Understanding: All vacation qualifying years earned in continuous service with
Bombardier Transportation regardless of former railroad will be counted as qualifying
time for vacation purposes.*

APPENDIX II – UNION SHOP AGREEMENT

Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all Machinist Craft employees of Bombardier Transportation now or hereafter subject to the Rules and Working Conditions Agreements between the parties hereto, except as hereinafter provided, shall as a condition of their continued employment subject to such Agreements, become members of the Organization party to this Agreement representing their classification within sixty 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 such Organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in the Agreement shall alter, enlarge or otherwise change the coverage of the present or future Rules and Working Conditions Agreements.

Section 2.

(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their classification and who are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of the Agreement so long as they remain furloughed or absent 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 and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such Agreements, be required to become and remain members of the Organization representing their classification within thirty-five calendar days from date of their return of such service.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this Agreement, but such employees shall, upon resumption of employment, be considered as new employees for the purpose of applying this Agreement.

(c) Employees who retain seniority under the Rules and Working Conditions Agreements governing their classification and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service covered by such Agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this Agreement so long as they are not in service covered by such Agreement, 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, be required, from the date of return to such service, to become and remain members in the Organization representing their classification.

(d) Employees who retain seniority under the Rules and Working Conditions Agreements of their classification, who are members of an Organization signatory hereto representing that classification and who in accordance with the Rules and Working Conditions Agreement of that classification temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose agreement covers the other classification until the date the employees hold regularly assigned positions within the scope of the Agreement covering such other class of service.

Section 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 reason

other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Agreement, dues, 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.

Section 4.

(a) Each employee covered by the provisions of this Agreement shall be considered by the Bombardier Transportation to have met the requirements of the Agreement unless and until Bombardier Transportation is advised to the contrary in writing by the Organization. The Organization will notify Bombardier Transportation in writing in duplicate by Registered Mail or Certified Mail, Return Receipt Requested, or by personal delivery evidence by receipt, of any employee who it is alleged has failed to comply with the terms of this Agreement and who the Organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by Bombardier Transportation, and the Organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, Bombardier Transportation will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered Mail or Certified Mail, Return Receipt Requested, or by personal delivery evidence by receipt. Copy of such notice to the employee shall be given the Organization. An 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 calendar days from the date of receipt of such notice, request Bombardier Transportation in writing by Registered Mail or Certified Mail, Return Receipt Requested, or by personal delivery evidence by receipt, to accord him a hearing. Upon receipt of such request, Bombardier Transportation shall set a date for hearing which shall be held within ten 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 with copy to the Organization, by Registered Mail or Certified Mail, Return Receipt Requested, or by personal delivery evidence by receipt. A Representative of the Organization shall attend and participate in the hearing. The receipt by Bombardier Transportation 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 Bombardier Transportation is rendered.

In the event the employee concerned does not request a hearing as provide herein, the Carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty calendar days from receipt of the above described notice from the Organization, unless the Carrier and the Organization agree otherwise in writing.

(b) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with terms of this Agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the Organization shall be promptly advised thereof in writing by Registered Main or Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the Organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the Organization it may be appealed in writing, by Registered Main or Certified Mail, Return Receipt Requested, directly to the Highest Officer of the Carrier designated to handle appeals under this Agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the Organization shall be promptly advised thereof in writing by Registered Mail or Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 4 (c)

Below. Any request for selection of neutral person as provided in Section 4 (c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this Agreement the Organization or the employee involved requests such highest officer in writing by Registered Mail or Certified Mail, Return Receipt Requested that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this Agreement or his designated Representative, the Chief Executive of the Organization or his designated Representative, and the employee involved or his Representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the employee, and the Organization shall be promptly advised thereof in writing by Registered Mail or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Organization and the employee.

(d) The time periods specified in this section may be extended in individual cases by written agreement between the Carrier and the Organization.

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

(f) The General Chairman of the Organization shall notify the Carrier in writing of the title(s) and address(es) of its Representatives who are authorized to serve and receive the notices described in this Agreement. The Carrier shall notify the General Chairman of the Organization in writing of the title(s) and address(es) of its Representatives who are authorized to receive and serve the notices described in this Agreement.

(g) In computing the time periods specified in this Agreement, the date on which a notice is received or decision rendered shall not be counted.

Section 5.

Other provisions of this Agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not however, retain such employee in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 4, or ninety calendar days from date of receipt of notice from the Organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective Agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of

the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the Carrier and the Organization involved.

Section 6.

An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this Agreement, or whose employment is extended under Section 5 shall have no time or money claims by reason thereof.

If the final determination under Section 4 of this Agreement is that an employee's seniority and employment in a classification shall be terminated, no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 5, or while such determination may be stayed in a court, or while a discharged employee may be restored to service pursuant to judicial determination.

During such periods, no provision of any other Agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with this Agreement or upon an alleged violation, misapplication or non-compliance with any provision of this –Agreement. If the final determination under Section 4 of this Agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Agreement.

Section 7.

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the Carrier under the provisions of this Agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such Carrier acts in collusion with any employee; provided, however, that the aforementioned liability shall not extend to the terminated by the Carrier under the provisions of this Agreement.

Section 8.

An employee whose employment is terminated as a result of non-compliance with the provisions of this Agreement shall be regarded as having terminated his employee relationship for vacation purposes.

Section 9.

The Carrier party to this Agreement shall periodically deduct from the wages of employees subject to this Agreement 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 pay the amount so deducted to such officer of the Organization as the Organization shall designate; provided, however, that the requirements of this section 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 assignment shall be revocable in writing after the expiration of one year or upon the termination of this Agreement, whichever occurs sooner.

APPENDIX III – INCIDENTAL WORK RULE

Section 1.

The coverage of the Incidental Work Rule is expanded to include all shop craft employees represented by the organization party hereto and shall read as follows:

“Where a shop craft employee or employees are performing a work assignment, the completion of which calls for the performance of “incidental work” (as hereinafter defined) covered by the classification of work or scope rules of another craft or crafts, such shop craft employee or employees may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as “incidental” when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment, and shall include simple tasks that require neither special training nor special tools. Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work assignment.

“In addition to the above, simple tasks may be assigned to any craft employee capable of performing them for a maximum of two hours per shift. Such hours are not to be considered when determining what constitutes a ‘preponderant part of the assignment.’

“If there is a dispute as to whether or not work comprises a ‘preponderant part’ of a work assignment the carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment. If it does, a claim will be honored by the carrier for the actual time at pro rata rates required to perform the incidental work.”

Section 2.

Nothing in this Article is intended to restrict any of the existing rights of a carrier.

APPENDIX IV – PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the Carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) Covered Conditions

This Article is intended to cover accidents involving employees covered by this Agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the Carrier and are:

- (1) Deadheading under orders; or
- (2) Being transported at Carrier expense.

(b) Payments to be Made

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below, results from an injury sustained directly from an accident or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the Carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Police Contract GA-23000 of The Traveler's Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the Carrier, the following benefits:

(1) Accidental Death or Dismemberment

The Carrier will provide for loss of life or dismemberment occurring within 120 day after date of an accident covered in paragraph (a);

Loss of Life	\$150,000
Loss of Both Hands	\$150,000
Loss of Both Feet	\$150,000
Loss of Sight of Both Eyes	\$150,000
Loss of One Hand and One Foot	\$150,000
Loss of One Hand and Sight of One Eye	\$150,000
Loss of One Foot and Sight of One Eye	\$150,000
Loss of One Hand or One Foot or Sight of One Eye	\$ 75,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$150,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The Carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the Carrier.

(3) Time Loss

The Carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the Carrier for time actually lost, subject to a maximum payment of \$150.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the Carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the Carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment in case of Accidental Death

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(d) Exclusions

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or Insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset

It is intended that this Article is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other Law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation

The Carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the Carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after January 1, 1972.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of October 7, 1971,

(Employee or personal representative)

agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

Savings Clause

This Article supersedes as of January 1, 1972, any Agreement providing benefits of a type specified in paragraph (b) hereof under the conditions specified in paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may be advising the other party in writing by December 1*, 1971, elect to preserve in its entirety an existing Agreement providing accident benefits of the type provided in this Article in lieu of this Article.

APPENDIX V – JURISDICTIONAL DISPUTE PROCEDURE

- (a) It is agreed that no General Chairman, or other Officer, representative or member of the Organization will individually request Management to take work from one craft and give it to another craft.
- (b) It is agreed that the Organizations will find a way to reach an agreement and settle any dispute that may arise between any two crafts involving jurisdiction of work, and when such dispute has thus been settled, then request will be presented to Management for conference to negotiate the acceptance by Management of the settlement thus made.
- (c) It is agreed to and recognized that each craft shall perform the work which was generally recognized as work belonging to that craft prior to introduction of any new process, and that the introduction of a new process does not give any craft the right to claim the exclusive use of a process or tool, in order to secure for itself work which it did not formerly perform.
- (d) If a disagreement arises between two or more crafts as to proper application of (c) above, then the craft performing the work at the time of the change of the process or tool shall continue to do the work until the Organizations involved have settled the dispute and have presented such settlement to the Management.
- (e) After agreement on this question has been arrived at, it is desired that Carrier furnish necessary copies of same to proper Officers and representatives of Management; and, at the same time, the Organizations will furnish copies for their distribution to local lodges.

APPENDIX VI – APPRENTICES

SECTION I – Rules

All rules, agreements and practices presently in effect and applicable to Machinist Apprentices in all department of Bombardier Transportation, wherein work covered by the Machinists' General Rules Agreement is performed are hereby revised and amended to give effect to the rules contained herein.

SECTION II – Qualification and Selection of Student Mechanics

(A) The selection of Student Mechanics by the Carrier shall be on the basis of background, experience, and other factors relative to job performance. Student Mechanics will be selected without regard to race, religion, color, sex, age, national origin or non-job related disability.

(B) Student Mechanics shall serve six periods of 115 workdays (overtime excluded). All regular scheduled time worked shall be counted. In computing the 115-day periods, a cumulative record of time, in hours, worked by Students shall be maintained and days of training shall be computed on the basis of eight (8) of such hours constituting a creditable day of training.

(C) All Student Mechanics must be able to speak, read, and write the English language and understand the first four rules of arithmetic.

(D) During the first 115 regular scheduled workdays, Student Mechanics may be dropped from the program if they do not show the aptitude or desire to learn the trade. Such Student Mechanic will be considered for other employment if a vacancy exists and the Student Mechanic is qualified. Nothing in this Agreement shall be construed as prohibiting a Student Mechanic from being dismissed or dropped from the Student Mechanic Program through applicable discipline procedures for cause subsequent to the probationary period.

(E) All Student Mechanics will be given a certificate indicating their successful completion of the prescribed course of training and recognition of their Journeyman Machinist status.

SECTION III – Training for Student Mechanics

(A) The training program shall include:

1. Orientation
2. Academic Training
3. Workshop Training
4. On-the-job Training

(B) At each point where student Mechanics are employed, the initial schedule of Mechanic's work will be established by the Carrier so that upon completion of the program, the Student Mechanic will be able to perform satisfactorily all of the work that is required at that point. The Local or General Chairman and the designated Company officer shall review the work schedule(s) at least once each calendar year to assure that it is revised periodically to keep abreast of changing conditions.

(C) Time spent in orientation, academic training and workshop training portions of the training program shall consist of not more than 115 workdays and shall include the necessary subjects and experience to enable the Student Mechanic to complete satisfactorily the phases of Machinists' work performed throughout the Company's system.

(D) Orientation and academic training will be provided by an accredited technical school, or the Company will provide its own competent staff and training facilities at a suitable location(s) or use a combination of the two.

Workshop training will be conducted in one of the Company's repair shop(s) or in a Company specified facility that fully meets the primary function of this training program.

(E) Carrier will give ten days' notice to the General Chairman prior to implementation of the classroom/workshop phases.

(F) Except as otherwise provided, Student Mechanics will be assigned during on-the-job training at the point at which they are initially employed and intended to be employed as Machinists upon satisfactory completion of the training program. Student Mechanics shall receive on-the-job training working with and under direction of qualified Machinists to gain practical experience in performing the various phases of the work of their craft.

(G) Rotating Student Mechanics under one Mechanical Superintendent or jointly between a Mechanical Superintendent and Shop Manager to provide on-the-job training will be permitted when necessary to provide all phases of training.

(H) Student Mechanics will be required to take and pass courses or subjects related to their trade and maintain a 75% grade level in each facet of training established in conjunction with this training agreement. The required tuition cost, textbook cost, all fees of required correspondence and technical school courses and all other related costs will be paid by the Company. Upon satisfactory completion of the phases of training period or if training is terminated prior thereto, the drawing instruments and unused supplies (if any) shall be promptly returned to the Company by the Student Mechanic.

(I) Student Mechanics must complete the required lessons every month. Any Student Mechanic who becomes four (4) lessons in arrears will be called to attend a joint meeting with local officials and the local committee at which time his "delinquencies" will be review and the Student Mechanic will be issued a warning. Any Student Mechanic who becomes six (6) lessons in arrears despite the "warning" will be afforded an investigation as per applicable discipline rules to determine the facts before being suspended from the program, unless such Student waives in writing his right to an investigation. Following the hearing, copies of the transcript thereof will be furnished to Carrier's Director of Labor Relations and the involved General Chairman and they will, if possible, make a determination as to whether the involved delinquencies were justified. If the facts developed in the hearing show that the uncleared delinquencies are as a result of circumstances beyond the individual's control, such circumstances will be considered and the individual will be allowed a reasonable time in which to clear up the delinquencies. However, if the facts developed in the hearing show that the uncleared delinquencies are not justified, the involved Student will not be retained in the Student Mechanic Training Program and will not be retained in the service of the Carrier except to the extent that seniority under the provisions of another agreement with the Company may be exercised.

If the Carrier's Director of Labor Relations and the involved General Chairman cannot resolve the matter, the dispute may be progressed for final determination in the same manner as other disputes arising from interpretations of the Schedule Agreement.

(J) Apprentices in service on the effective date of this Agreement will participate in the related instruction to the extent they are able prior to completion of their training period.

(K) Student Mechanics will be required to pass prescribed proficiency tests established by the Carrier. All tests shall be objective and uniformly applied without discrimination. All requirements that may be included in the test shall be given to the Student Mechanic no later than fifteen days following the beginning of each 115 day training period or phase of training involved. Student Mechanics will not be permitted to advance to the rate of pay for the next period of their Student training until they have passed the prescribed proficiency test.

(L) It is understood for the purpose of the Student Mechanic's schedule of work, a month shall consist of no less than 20 regular workdays or more than 23 regular scheduled workdays.

(M) Students shall be assigned a work week of 40 hours, consisting of five days of eight hours each with two consecutive days off. A Student Mechanic will not be precluded from working overtime with a Machinist to finish a job the Student and Machinist started; however, this will not be used to the detriment of other Machinists who are readily available.

NOTE 1: In applying the provisions of this Section III with respect to Student Mechanics working on the second and third shifts, it is understood that where there are three (3) or fewer Machinists on a shift involved in work in a specified area there can only be one (1) Student Mechanic on the shift in such area. If there are four (4) Machinists on a shift, Carrier has the right to have two (2) Student Mechanics; and if there are seven (7) Machinists on a shift, there can be three (3) Student Mechanics, and so on. This will apply separately on the second and third shifts at the location(s) where Student Mechanics are employed.

NOTE 2: Students will not be moved from shift to shift or relief day to relief day for the purpose of performing relief work; however, they will be rotated on a regular basis to provide training as set forth hereinabove.

It is understood that "shifts" as used herein refers to shifts established in accordance with the existing Schedule Agreement. It is further understood that no Student will be required to work as such on either the second or third shift in excess of six (6) months on each shift, except as may be agreed to by the General Chairman.

SECTION IV – Temporary Promotion to Journeyman Position

(A) When a shortage of qualified Machinists exists, Student Mechanics who have served at least one training period (115-day) may be promoted to a Machinist's position on a temporary basis without losing their respective seniority; however, they will not establish or accumulate seniority as Machinists. Such employees will be placed on a "Promoted" seniority roster in the order of their promotion and will be set back in the reverse order of their promotion.

(Agmt. 510316) Effective March 3, 2000, Locations with ten or fewer machinist craft employees, student mechanics may be promoted during the first 115-day period, by agreement with the General Chairman.

(B) Student Mechanics will be promoted in accordance with their relative seniority standing on their seniority roster.

(C) Promoted employees will receive the Machinist's rate of pay.

(D) Employees temporarily promoted under provisions of this Agreement will be credited for all time worked as Machinists (excluding overtime) in computing their training period. If such credited time results in completing their periods of training and they are still employed as a Machinist, they will be included on the seniority roster for Machinists with seniority date, in line with applicable provisions of this agreement. Promoted employees will be required to complete training courses as required in Section III.

SECTION V – Transfers and Transportation

(A) Transfers. It is recognized that temporary transfers may be necessary to provide the Student training in the various phases of the trade. When the Company requires such a transfer to a facility more than 30 miles from the Student's home point (point of initial employment as a Student), 15 calendar days' advance notice will be given to the individual and his Local Chairman, and transportation will be furnished as hereinafter provided. Such temporary transfer shall have no bearing on a Student Mechanic's establishment of seniority at his home point (point of initial employment as a Student). However, if a student elects to accept a permanent transfer to a point other than his home point, he will lose his right to establish a seniority date at his original home point and thereafter the point to which transferred will become his new home point. In such cases the employee accepting a permanent transfer cannot establish a seniority date as a Machinist prior to the date of transfer.

(B) Transportation. Transportation for the trip involved in transferring the Student to the away-from-home point and for the return trip for the transfer back to home point will be furnished by the Carrier or, at the Carrier's option, the Carrier's authorized rate per mile will be paid for the round trip.

SECTION VI – Expense for Student Mechanics

Lodging and meals will be provided by the Company for Students required to train at a point more than thirty (30) miles away from home point of employment or an adequate allowance mutually agreeable between the parties signatory hereto will be established therefor. Such allowance, if established, will be uniformly applied.

SECTION VII – Seniority for Student Mechanics

(A) Student Mechanics will establish and accumulate seniority as such among themselves at point employed as of the first day worked as Students.

(B) Upon completion of the prescribed related instruction and 690 days worked by Students who are employed subsequent to the effective date of the Agreement, each Student will be certified as a Journeyman Machinist and shall be given a seniority date at his home point retroactive to the date first worked as a Student Mechanic. A Student shall not, by reason by this retroactive feature, establish seniority date ahead of any Journeyman Machinist in the Company's service at that location prior to the effective date of this Agreement; nor shall a Student establish a seniority date ahead of a Journeyman who was hired at that location on the same date the Student first worked as a Student Mechanic.

(C) Student Mechanics furloughed at their home point who transfer to another point and complete the Student Mechanic Training Program while still working at the point to which transferred will establish Journeyman's seniority at their home point in accordance with Paragraph (B) above. Additionally, they will establish seniority at the point at which they are working, except that in no case will such Student Mechanic establish Journeyman's seniority ahead of the date of transfer. When such employee stands for recall to service at their home point, they must at that time make an election as to which seniority they will retain.

(D) If two or more Students were employed at the same point on the same date, their relative standing as Student Mechanics and their relative standing on the Journeymen's seniority roster, upon completion of their training, will first be determined on the basis of which Student first entered the service of the Company in any capacity and then in accordance with Rule 26 of the Schedule Agreement, as amended.

SECTION VII – Rates of Pay

On the effective date of this Agreement the rates of pay of Student Mechanics will be as follows:

Period			Rates
1	-	[115 workdays]	90% of Journeyman's Rate
2	-	[115 workdays]	90% of Journeyman's Rate
3	-	[115 workdays]	90% of Journeyman's Rate
4	-	[115 workdays]	95% of Journeyman's Rate
5	-	[115 workdays]	95% of Journeyman's Rate
6	-	[115 workdays]	95% of Journeyman's Rate

SECTION IX – Experience Credit

(A) Employees entering the Student Mechanic Training Program will not be given credit toward the completion of their 690 days required to establish Journeyman's seniority for any knowledge or experience gained prior to entering the Program or gained outside of the Program, except as may be provided for by statute.

(B) It is understood that nothing in this Agreement is intended to restrict Carrier's right to employ Journeymen.

SECTION X

This Agreement will supersede the provisions of all other Machinist Apprentice Training Agreements in effect on Bombardier Transportation in the following manner:

(A) All rules of the Schedule Agreement containing the words Apprentice(s), Helper Apprentice(s), or Apprenticeship(s) are hereby amended by the substitution of the words "Student Mechanic(s)" for the term Apprentice(s), and Helper Apprentice(s) and "Student Mechanic Training Program" for the term Apprenticeship(s), wherever used.

(B) The ratio of Student Mechanics at a facility shall not exceed one (1) or every three (3) Machinists, except that if a Machinist is furloughed at the facility in question, the ratio will revert to one (1) to four (4).

(C) Two Students will not be worked together as partners.

SECTION XI

On or after the effective date of this Agreement, furloughed Machinists may displace Student Mechanics only at the point furloughed; provided that under this rule furloughed Machinists of the Mechanical Department may not displace Student Mechanics of the Roadway Department nor may furloughed Roadway Mechanics displace Student Mechanics of the Mechanical Department. Students displaced while in classroom training must be displaced at the Student's home point. Displacement of Students while in classroom training will be on a one-for-one basis; that is, if Carrier elects to retain in classroom training a Student who has been displaced, that Student shall not be subject to displacement by a second furloughed Journeyman.

SECTION XII

For convenience, all references, if any, to gender in this Agreement are made in the masculine gender. It is understood and agreed by the parties to this Agreement that references to the masculine gender include both the masculine gender and feminine gender.

SECTION XIII – Effect of this Agreement

This Agreement shall become effective September 18, 1999 and shall remain in effect until revised or abrogated in accordance with the Railway Labor Act, as amended.

APPENDIX VII

June 1, 1994

Mr. R. L. Reynolds
Pres. & Dir. Gen. Chm.
International Association of Machinists
& Aerospace Workers
111 Park Road
Paducah, KY 42003

Mr. R. L. Elmore, General Chairman
International Association of Machinists
& Aerospace Workers
825 Prather Ridge Road
Bloomfield, KY 40008

Mr. J. A. Coker, General Chairman
International Association of Machinists
& Aerospace Workers
1642 Fairview Road
Stockbridge, GA 30281

Gentlemen:

This reflects our understanding that the provisions of the Agreement for Employee Protection dated January 1, 1976 (Master Transfer Agreement) and Mediation Agreement dated August 1, 1980 (EPA), originally executed on the former Chessie System properties, will be made applicable to the Machinist Craft on CSX Transportation, Inc., effective with the implementation of the consolidated working agreement between CSXT and IAM&AW.

Very truly yours,

J. T. Williams
Director-Employee Relations

AGREED:

R. L. Reynolds, Pres. & Dir. Gen. Chair.

J. A. Coker, General Chairman

R. L. Elmore, General Chairman

APPENDIX VIII – EMPLOYEE PROTECTION AGREEMENT (EPA)

ARTICLE I – PURPOSE

The purpose of this Agreement is to provide an arrangement for more flexible utilization and repair of the locomotive fleet owned by the Carrier signatory hereto, known as Bombardier Transportation; to provide protection and benefits for qualifying employees when such employees are deprived of employment except when furloughed because of conditions beyond the control of the Carrier such as flood, snowstorm, hurricane, tornado, earthquake, fire or strike and to provide other benefits and set forth conditions applicable to all employees represented by the Organization signatory hereto.

ARTICLE II – USE OF PROTECTED EMPLOYEES

Section 1. Extra and Relief Work

- (a) The Carrier shall have the right to use furloughed employees eligible to receive an EPA to perform extra work and/or relief work on regular positions during an absence of a regularly assigned employee; however, management retains the right to use regular employees, rather than call a furloughed employee.
- (b) Employees eligible to receive an EPA must be available to protect any temporary work of the craft, extra or relief, for which called within a 30 highway mile radius of the employee's residence and/or former place of regular employment.
- (c) EPA employees may be assigned various starting times on various days and other than consecutive rest days; however, they will not be required to work more than one (1) tour of duty within a workday or more than five (5) workdays within a workweek.

NOTE: A "workday" as used herein shall be a 24-hour period beginning with the starting time of the first shift at the location where the vacancy or extra work exists. A "workweek" as used herein shall be 7 consecutive calendar days beginning with the starting time of the first shift on Wednesday.

- (d) Furloughed employees receiving an EPA who volunteer to be called to protect available extra and relief work will have their names placed on a volunteer list in order of their home point (last point of regular assignment) seniority with the senior employee being called and accorded choice of the position(s) available, etc.
- (e) Those employees receiving an EPA who do not voluntarily request available extra and relief work will be placed on a board for extra and relief work in seniority order and called for such work in rotating order with the purpose in view of equalizing hours offered under this Section.
- (f) Employees receiving an EPA must be available for call one hour prior to and one hour following the starting times of 8-hour shifts consistent with other shifts worked at the point or points the employee is required to protect work. However, in no event will an EPA employee be required to be available for call more than six (6) hours in any 24 hour period.
- (g) Employees called to fill a vacancy on a regular assignment which is known sufficiently in advance of the starting time of the shift will be called with the intent of

filling the vacancy for the entire 8-hour period. Employees called to fill a vacancy on a regular assignment after the beginning of a shift will be paid from the time called (with a maximum of 1 hour to report), and when called and reporting will be allowed to complete the remainder of the shift and will be compensated no less than the amount which he would have otherwise received as an EPA unless the employee reports late or is released at his own request in which event pay will be allowed only for time actually worked.

(h) Employees called for extra work will be called for and assigned to an 8-hour shift consistent with other shifts worked at the point called.

(i) Extra work position to be established or working for a period in excess of five (5) consecutive days or ten (10) calendar days within a calendar month on the same position will be established as regular assignments and furloughed employees recalled for such positions.

(j) A record will be maintained of calls for extra and/or relief work showing person calling, employee called, date, time, telephone number called and person receiving the call. Such record will be subject to review by the local committee or the General Chairman on request.

Section 2 – Intermittent Work

At outlying points where work requirements are intermittent, employees receiving an EPA may be assigned 8 hours within a spread of 12 hours.

ARTICLE III – ABSENCE RULES – (See Agreement Rules 14 and 15)

ARTICLE IV – ASSIGNMENT OF WORK

Article IV of the Agreement of September 25, 1964 (Mediation Case No. A-7030) is hereby revised to read as follows:

“At points or on shifts where there is not sufficient work to justify employing a mechanic of all crafts a mechanic or mechanics of other crafts employed at such points or on such shifts will, so far as they are capable of doing so, perform the work of any craft. The preponderance of work to be performed on the shift shall determine the craft to be assigned. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of the craft party to this Agreement at the point or on the shift shall, at the request of the General Chairman, be subject to a joint check of the work performed at the point or on the shift. Pending disposition of the dispute, the Carrier may proceed with or continue the work assignment.”

ARTICLE V – EQUIPMENT UTILIZATION

Section 1. Locomotive Inspection and Repair

Carrier shall have the right to have scheduled and unscheduled locomotive inspection and running repair work performed at any location at the time the work becomes necessary subject to the following:

(a) Unscheduled locomotive running repair work necessary to return the locomotive to serviceable condition may be performed at any shop or repair facility located on the Carrier's property.

(b) Scheduled inspection, maintenance and running repair may be performed at any Bombardier Transportation shop or repair facility where such work is performed without regard to equipment assignment subject to Paragraph (c) below.

(c) It is the purpose and intent of this Section to maintain a balance of work and equipment assigned to the shops so as not to permit the Carrier to circumvent the provisions of this Agreement which require notice in order to transfer work.

NOTE: If the Local Chairman should believe that there has been an imbalance of work, the Carrier will promptly furnish to him on request, the appropriate data to support the number of units assigned and the number of scheduled inspections performed during the previous quarter. It is intended that this quantity of work will be maintained within 5 percentile of that assigned to each location. Any imbalance of the lesser of 5% or 25 locomotives for any quarter will be corrected within the following quarter.

ARTICLE VI – PROTECTION

Section 1. Protected Employees

Any employee with 5 or more years of continuous service, or any employee who subsequently attains 5 or more years continuous service, in the Craft of the Organization signatory hereto who is furloughed for any reason after the effective date of the Agreement, except under conditions such as set forth in Article I above, will be designated a PROTECTED EMPLOYEE” and will be subject to an “EMPLOYEE PROTECTION ALLOWANCE” (EPA) and other conditions as hereinafter specified.

Section 2 – Employee protection allowance (EPA)

(a) Each protected employee, as described in Section 1 above, shall be accorded:

(1) For months during which benefits are payable to the employee under the Railroad Unemployment Insurance Act, supplemental unemployment benefits which in combination with benefits paid under the Railroad Unemployment Insurance Act (which combination is hereafter termed “aggregate unemployment benefit”) will equal the employee protection allowance hereinafter referred to, or

(2) For any other period, an allowance hereinafter termed an “employee protection allowance”. The “aggregate unemployment benefit” or “employee protection allowance” shall be based on length of service and shall be a daily allowance equivalent to 70% of the daily rate (the hourly rate multiplied by 8) of the position last worked subject to a maximum of 5 days per week.

(b) This Agreement establishes a non-governmental arrangement for unemployment benefits supplemental to the Railroad Unemployment Insurance Act, as now or hereafter amended. It is the purpose of this Agreement to supplement benefits payable under the Railroad Unemployment Insurance Act to the extent provided herein with respect to aggregate unemployment benefits” and not to replace or duplicate them. The supplemental unemployment benefits will be paid during any period for which an employee is entitled to an aggregate unemployment benefit or EPA under the foregoing subsections of this Article. During the period benefits are payable under the Railroad Unemployment Insurance Act, supplemental benefits in combination with benefits

payable under the Railroad Unemployment Insurance Act will equal the "aggregate unemployment benefit" provided for in Paragraph (a) of this Section.

(c) It is contemplated herein that to the extent the benefits provided by the "aggregated unemployment benefit" are supplemental to those under RUIA, protected employees entitled to RUIA benefits will file for such benefits. In the event a protected employee referred to in this Section 2 is entitled to unemployment benefits under applicable law but forfeits such unemployment benefits under any unemployment insurance law because of his or her failure to file for such unemployment benefits for purposes of application of the "aggregate unemployment benefit" or the EPA, they shall be considered the same as if they had filed for, and received, such unemployment benefits.

(d) Payments made by the Carrier pursuant to this Section, other than supplemental unemployment benefits included in aggregate unemployment benefits, shall be considered for the purposes of this Agreement as compensation under the Railroad Unemployment Insurance and Railroad Retirement Taxing Acts.

(e) Provided, however,

(1) No allowance will be due for the first furlough period, if the employee is furloughed, in any calendar year up to a maximum of 30 work days provided the employee is notified in writing of a definite recall date at the time of furlough and provided, further, that the employee is recalled on or before the specified recall date.

(2) No allowance will be due for any day that the employee is not available to protect any temporary work of the craft and class for which qualified within a radius of 30 highway miles of the employee's residence and/or last place of regular employment regardless of the reason not available provided the employee is called for such work in accordance with Article II of this Agreement.

(3) Any EPA due will be reduced by any amounts the employee may be eligible to receive from any state or federal agency or board provided unemployment compensation or sickness benefits.

(4) If an employee who is receiving an aggregate unemployment benefit or an EPA secures other employment, the aggregate unemployment benefit or EPA shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his aggregate unemployment benefit or EPA is based. However, under no circumstances will an employee who would otherwise be eligible for an aggregate unemployment benefit be entitled to an allowance in excess of the allowance due as an aggregate unemployment benefit. Attachment 1 to this Agreement shows the effect of earnings from other employment on the aggregate unemployment benefit and the EPA.

(f) Employees eligible to receive an aggregate unemployment benefit or EPA shall furnish the information, including other earnings, required on Form "A" (Weekly Machinist Craft Employee EPA Report) at a location and on a date specified by Carrier. If such information is furnished as required, allowances will be paid within 30 days of the specified date the information is due. Any employee failing to report other earnings in their entirety will forfeit all protection under this Agreement and be subject to discipline in accordance with the provisions of the Schedule Agreement.

(g) EPA's will be adjusted to include subsequent general wage increases (including COLA) as negotiated.

(h) The EPA will be applicable and payable to holidays in accordance with the provisions of the Agreement of August 21, 1954 as amended.

(i) No allowance will be due for a number of days in each month of protection equal to the average voluntary absence of the protected employee during the last 12 month of the employee's previous regular assignment, if such absences exceed 10 days in the 12-month period. In computing the number of days absent, paid absences (i. e., holidays, vacation days, days compensated under jury duty or bereavement pay rules, etc.) will be excluded. Also excluded will be days in any period of absence for which the employee qualified and receives railroad retirement sickness benefits.

(j) EPA's shall be subject to deduction of all applicable taxes, hospital association dues (where applicable), union dues and all other lawful deductions applicable to a regularly assigned employee.

(k) Under no circumstances will an employee be permitted to waive seniority rights under the Schedule Agreement and be entitled to an EPA.

(l) In the event the Carrier is required to make force reductions because of conditions beyond the control of the Carrier such as set forth in Article I, employees entitled to protection under this Agreement shall, if not recalled after the termination of the emergency, be entitled to receive the protection and benefits provided by this Agreement.

Section 3. Protection Period

(a) The protective period for each protected employee will be determined by the length of continuous service in the Machinist Craft in accordance with the following schedule:

Length of Service	Protection Period
5 but less than 10 years	12 calendar month
10 but less than 15 years	18 calendar months
15 but less than 20 years	24 calendar months
20 years or more	42 calendar months

NOTE: For the purposes of this agreement the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier in the craft and the employee shall be given credit for one month's service for each month in which any service in the craft is performed and twelve such months shall be credited as one years' service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. If during a period of furlough an employee receives an EPA or accepts other regular employment on any carrier signatory to this agreement under the provisions of Article V, Section 3, the employee shall be given credit for each month as one month's service in the Craft. In determining length of service of an employee acting as an officer or other official representative of an employee organization, credit will be given for performing service while so engaged on leave of absence from the service of the carrier.

(b) The protective period set forth in Section 3(a) above shall be determined as of the date the employee is furloughed. If because of service on other than a regular bulletined assignment subsequent to his or her furlough, an employee becomes eligible for an EPA or becomes eligible for an increased protective period, as set forth in Section 3 (a) above, such protective period will not be applicable until the employee has been recalled or transferred to a regular assignment in excess of 30 days and, subsequently, furloughed.

(c) Any employee shall be eligible for an EPA who is recalled or transferred to a regular assignment and who is subsequently furloughed within 30 calendar days from the date of recall or transfer shall return to the EPA status

and be entitled to protection for the unused portion of the applicable protection period. If furloughed after 30 calendar days from the date of recall or transfer, the employee will, again be subject to all provisions of this agreement.

(d) All protection shall cease prior to expiration of the protection period in the event the employee's resignation, death, retirement, attaining eligibility for Railroad Retirement without actuarial deduction at or after age 61, dismissal for justifiable cause, failure to report all earnings from other employment as required under Section 2 above, failure to return to service after being notified in accordance with the applicable Schedule Agreement, or failure to accept any offered comparable permanent position on any of the Carriers signatory hereto for which physically and mentally qualified which does not require a change in residence, as defined herein.

Section 4. Protection Under Other Agreements.

There shall be no duplication of monetary or other benefits receivable by an employee under this Agreement and any other agreement or protective arrangement. In the event monetary or other benefit may be due an employee under this agreement and other agreement's or protective arrangements, the employee must elect in writing, with copy to the Local Chairman, within 10 days of notification by the Carrier, to retain protection provided by this agreement or retain benefits available under any of the other agreements or protective arrangements. In the event an employee fails to make such election, he shall be subject to the provision of this Agreement.

ARTICLE VII – FRINGE BENEFITS, VACATION, QUALIFICATION CREDIT

Section 1. Fringe Benefits

Furloughed employees receiving an EPA under this agreement, including any employee accepting other employment on any Carrier party to this agreement, will be accorded all benefits attached to their previous employment including but not limited to free transportation (subject to applicable regulations), pensions, hospitalization, insurance, etc., to the same degree accorded other employees on their home road in active service.

Section 2. Vacation Pay and Credits.

An employee who is receiving an EPA who has unused vacation time for which he has qualified by virtue of having performed the required number of day of compensated service will not be deprived of such unused vacation time but vacation pay will be paid in lieu of the EPA for the vacation period. An employee receiving an EPA who returns to active service will, while continued in active service, be credited for with the days on which the EPA was received as compensated service for vacation purposes and for purposes of determining length of service under Article II, Section 3(a) above.

ARTICLE VII – EMPLOYEE AND/OR WORK TRANSFERS

Section 1. Transfers of Work

Coordination of work and/or employees between two or more locations of the Carrier will be governed by the "AGREEMENT FOR EMPLOYEE PROTECTION, BENEFITS AND OTHER CONDITIONS APPLICABLE IN COORDINATION INVOLVING EMPLOYEES REPRESENTED BY THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND BOMBARDIER TRANSPORTATION (see Appendix IX, in lieu of Article I of the September 25, 1964 Agreement, as subsequently amended.

Section 2. EPA Employee Transfers

(a) Furloughed employees receiving an EPA under this Agreement may, at any time during their protection period, be offered comparable employment on regular positions for 30 calendar days or more, for

which they are physically and mentally qualified, if such offer of employment does not infringe upon the rights of other employees under the working Agreement. If such offer of employment does not require a change in residence as defined in the Agreement specified in Sections 1 and 2 above and the employee declines such offer to employment, all protection under this Agreement will be forfeited. If such employment would require a change in residence, the employee may elect to retain the EPA provided herein or elect to transfer under Article IV, Section 1 of the Agreement specified in Sections 1 and 2 above.

(b) Such employees who desire to be considered for other employment in accordance with Paragraph (a) above shall notify the proper Carrier officer in writing. Such other employment with a Carrier may be offered initially to such employees in seniority order consistent with the employee's fitness and ability to perform such other service with Carrier. If a vacancy still exists, such other employment with a Carrier may be offered to employees on the Carriers signatory to this Agreement who have indicated their desire to be considered in seniority order consistent with the employees' fitness and ability to perform such other service with the carrier.

(c) If the employment requirements are not satisfied as set forth in Subsection (b) of this Section 2, such other employment with the carrier may be offered to other employees referred to in this section 3 who have not stated their desires in writing. Such other employment shall be offered, initially, in reverse seniority order to employees on the Carrier where the vacancy exists and, then, in reverse seniority order to employees at other locations.

(d) Where no transfer of work is involved, EPA employees electing to transfer under this Agreement will be placed at the foot of the appropriate roster at the point to which transferred and will retain recall rights at the point from which furloughed until recalled in accordance with the Schedule Agreement applicable at the point from which furloughed at which time the employee must elect at which point seniority retention is desired with seniority being forfeited at the other point.

ARTICLE IX – DUSPUTES UNDER THIS AGREEMENT

Section 1. Disputes

In the event any dispute or controversy arises between the Carrier and the labor organization signatory to this Agreement with respect to the interpretation or application of any provisions of this Agreement which cannot be settled by said Carrier and the labor organization, parties hereto within thirty (30) days after the dispute arises, such dispute may be referred by either party to a Public Law Board for adjudication or as otherwise agreed to by the parties.

To expedite adjudication of any dispute, it is further understood that such dispute will be handled by the General Chairman and the highest designated officer of the Carrier, or their duly authorized representatives, without regard to the standard rules of the Agreement governing the handling of claims and grievances. It is understood, however, that unless otherwise agreed to, the handling of any dispute between the General Chairman and the highest designated officer of the Carrier will be in accordance with Agreement rules with respect to the time limits provided therein.

Section 2. Arbitration

Upon notice in writing served by one part on the other of intent by that party to refer the dispute or controversy to a Public Law Board each party shall, within ten (10) days, select a member or members of the Board and the members thus chosen shall endeavor to select a neutral member who shall serve as Chairman. Should the members designated by the parties be unable to agree upon the appointment of the neutral member within ten (10) days, either party may request the National Mediation Board to appoint the neutral member whose compensation and expenses shall be paid in accordance with existing laws. All other expenses shall be borne by the party incurring them. If any party fails to select its member of the Board will the prescribed time limit, the representative of such party signatory to this Agreement or his designated representative shall be deemed to be

the selected member and the Committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. The Committee shall meet within fifteen (15) days after selection or appointment of the neutral member and shall render its decision within sixty (60) days thereafter. The decision of the majority of the Board shall be final and binding, except that in any case in which there is an unequal number of carrier and organization members on the Board, the decision of the neutral member shall be final and binding.

Attachment 1 to Employee Protection Agreement

In dealing with application of Article VI, Section 2 (e) (4) it is possible that questions will arise as to application of the aggregate unemployment benefit (AUB) or EPA when an employee has earnings in "other employment", in view of the following language:

(4) If an employee who is receiving an aggregate unemployment benefit or an EPA secures other employment, the aggregate unemployment benefit or EPA shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his aggregate unemployment benefit or EPA is based. However, under no circumstances with an employee who would otherwise be eligible for an aggregate unemployment benefit be entitled to an allowance in excess of the allowance due as an aggregate unemployment benefit. Attachment 1 to this Agreement shows the effect of outside earnings on the aggregate unemployment benefit and the EPA."

The following are hypothetical examples of the effect of earnings in other employment on such allowances:

Employee Eligible for an Aggregate Unemployment Benefit

\$82.32 (Base Rate)	\$60.00 (Other earnings)	\$32.62 (AUB)
X 70%	32.62 (AUB)	10.30 (Reduction)
57.62 (RUIA Payment to	92.62 (Sum Total)	\$22.32 (Payment Due)
-25.00 which otherwise entitled	-82.32 (Base Rate)	
\$32.62 (AUB Due)	\$10.30 (Reduction)	

OR

\$35.00 (Other Earnings)	Sum Total does not exceed the
32.62 (AUB)	Base Rate – No deduction.
\$67.62 (Sum Total)	However, in no event could an
	Employee be entitled to pay-
	ment in excess of \$32.62.

Employee Eligible for an EPA

\$82.32 (Base Rate)	\$60.00 (Other Earnings)	\$57.62 (AUB)
X 70%	57.62 (AUB)	35.30 (Reduction)
\$57.62 (EPA)	117.62 (Sum Total)	\$22.32 (Payment Due)
	82.32 (Base Rate)	
	\$35.30 (Reduction)	

Attachment 2 to Employee Protection Agreement

The following revisions to the EPA Agreement are equally applicable to all Machinist Craft employee receiving benefits on Bombardier property:

(Rev. Eff. July 16, 1980):

In connection therewith, it was understood that any employee receiving benefits under the provision of this Agreement accepting employment with a Carrier in a different class or craft, in order to protect their benefits under such Agreement, who are required, as a condition of such other employment, to become and maintain membership in a different union, shall continue membership in IAMAW through the plan set forth in the Dues Deduction Agreement of October 1, 1974 on C&O, B&O and WM for the duration of the protective period provided in the Agreement referred to above. However, during such protective period the Carrier will reimburse such employee, as a business expense, those legitimate dues, fees and assessments (other than penalty fees or assessments) incurred by the employee in order to become and maintain membership in such other union.

Reimbursement by the Carrier for such dues, fees, and assessments shall be accomplished by the Carrier upon receipt by the Carrier of valid evidence that such dues, fees and assessments were paid by the employee. Such request for reimbursement will be submitted by the employee on appropriate forms designated by the Carrier.

(Rev. Eff. February 28, 1985):

It is agreed that when computing the "aggregate unemployment benefit" or "employee protection allowance" described in Article VI of the Agreement for a monthly rated employee, such allowance will be subject to a maximum of 6 days per week.

APPENDIX IX – MASTER TRANSFER AGREEMENT (MTA)

AGREEMENT

**FOR EMPLOYEE PROTECTION, BENEFITS AND OTHER CONDITIONS
APPLICABLE IN COORDINATIONS INVOLVING EMPLOYEES
REPRESENTED BY
INTERNATIONAL ASSOCIATION OF MACHINIST
AND AEROSPACE WORKERS**

AND

BOMBARDIER TRANSPORTATION, INC.

WHEREAS: Bombardier Transportation and employees represented by International Association of Machinists and Aerospace Workers are desirous of reaching an agreement pursuant to Section 5 of the Washington Job Protection Agreement to be effective in the event of a coordination of operations, facilities and employees between any locations within Bombardier Transportation.

IT IS AGREED:

ARTICLE I

Section 1

Affected employees of the Machinist Craft and their representatives shall be given a minimum of ninety (90) days' notice prior to the effective date of a coordination (by posting thereof on employee bulletin boards at locations affected, with a copy to the General Chairman and Local Chairmen) of any coordination of operations, facilities and employees between any two or more locations. Such notice shall contain a full and adequate statement of the proposed changes to be effected by such coordination.

The date and place of a conference between the representatives of the Carrier and the General Chairman or his representative shall be agreed upon within ten (10) days and conference shall be held within thirty (30) days for the purposed of reviewing the matters contained in the notice and questions arising in connection therewith. The Carrier may, after compliance with the requirement of notice and conference, place the contemplated coordination into effect as hereinafter provided with the understanding that the rights of any employee under the provisions of the Agreement are not adversely affected thereby.

ARTICLE II

Section 1

Where a coordination of operations, facilities and employees results in a transfer of work and employees from one location to another, the selection of forces and assignment of employees shall be made on the following basis:

(a) Where there are no job abolishments involved in a coordination of operations and facilities specified in the ninety (90) day notice required by Article I hereof at the location to which work and employees are being transferred, additional positions established in the coordinated operation will accrue to those employees at the location from which work is to be transferred and positions are to be abolished; provided, however, that in the event the additional positions established in the coordinated operation exceed the number of positions abolished, those excess positions will accrue to employees at the location to which work is being transferred.

(b) Where job abolishments occur both at the location to which work is being transferred and at the location from which work is being transferred because of the coordination specified in the ninety (90) day notice required by Article I hereof, employees at the location to which work is being transferred will fill the positions in the coordinated operation up to and equal to the number of positions in existence at that location at the time the ninety (90) day notice is served for the coordination. Positions established in the coordinated operation in excess of those that accrue to employees at the location to which work is being transferred will be filled by employees at the location from which work is being transferred.

(c) In the event employees at the location from which work is being transferred fail to accept positions to which they are entitled at the location to which work is being transferred, such unfilled positions shall then accrue to the employees at the latter location. Positions then unfilled will be filled by recall of furloughed employees, if any, and then by new hires.

Section 2

(a) Following conference as described in Article I, Section 1, notice will be posted at affected locations showing positions which are to be abolished as a result of the coordination. At the same time, positions to be established effective with the date of coordination in accordance with Article III, Section 1, will be bulletined for a period of fifteen (15) days. Successful bidders shall be entitled to the moving and real estate allowances outlined in Article IV, Section 1, where change of residence is involved as defined in Section 3 of Article IV.

(b) Where positions to be established in a coordinated operation accrue to a particular seniority roster, all employees holding assignments on that roster will be eligible to bid for the allocated positions. At the expiration of the fifteen (15) day bulletin period, determination will be made of the employees who have bid and have been awarded a position in the coordinated operation. At the same time, determination will also be made of those employees whose jobs are being abolished as a result of the coordination and who, rather than bid on a position in the coordinated operation, have elected to exercise displacement rights over junior regularly assigned employees whose positions are not being abolished. Such employees will designate the positions on which they intend to exercise seniority rights, and junior employees to be affected thereby shall make the same determination.

It is not the intent of the Carrier to abolish positions or furlough employees in anticipation of or subsequent to coordination solely for the purpose of depriving employees of protective benefits to which they might otherwise be entitled to under the provisions of this Agreement.

(c) In the event any positions advertised in the coordinated operation are not filled in accordance with Paragraph (b), employees whose positions are to be abolished and who have not bid on advertised positions in the coordinated operation or who do not have sufficient seniority or do not elect to exercise seniority on other positions on the roster, and employees who are to be displaced through the exercise of seniority as described in Paragraph (b) and are unable or elect not to exercise seniority on other positions on the roster, will be assigned to the unfilled position(s) in the coordinated operation. Unfilled positions which accrue to employees at the location to which work is being transferred will be assigned by recognizing the principle of seniority; unfilled positions which accrue to employees at the location from which work is being transferred will be assigned in the reverse order of seniority and employees so assigned will be subject to the moving and real estate allowance outlined in Article IV, Section 1, where change of residence is involved as defined in Section 3 of Article IV. Such assignment will be by letter signed by the appropriate Carrier officer with copies to the Local Chairman and General Chairman. An employee so assigned may, if the transfer requires a change of residence as defined in this Agreement, in lieu of transferring elect to resign subject to the separation procedures of Article IV, Section 2. This election must be exercised within twenty (20) days from the date of written notification by written reply to the Carrier officer with copies to the Local Chairman and General Chairman. An employee assigned a position who does not elect to resign shall, if he fails to report to the position on the effective date of assignment, or as otherwise arranged with the Carrier officer having jurisdiction at the location where he is to report, except under circumstances beyond his control, forfeit protection under this Agreement.

(d) Junior employee(s) at the location from which work is being transferred will be assigned in accordance with Paragraph (c) until the position(s) are either filled or until the employee described in such Paragraph (c) are exhausted.

(e) Employees on leave of absence, absent account sickness and other approved absences, and also those whose names do not appear on any seniority roster whose claims for reinstatement are pending and are ultimately sustained, who return to service subsequent to the coordination, shall be entitled to whatever rights they may have had had they been present at the time of the coordination. When any such person described above returns to service and exercises seniority rights on a position to which he is entitled, the junior protected employee who is adversely affected on the seniority roster to which they exercise their seniority shall revert to his previous status and be afforded such protection to which he would have been entitled had the absent employee been present at the time of the coordination. The number of protected employees shall not be

increased nor decreased as a result of the return of an employee under this Section except as provided for in Article III, Section 3.

Section 3

(a) Employees whose jobs are abolished or who are displaced as a result thereof and who have been neither assigned new positions nor offered such positions pursuant to Section 2(a) above, and whose seniority is such that they are unable to hold a position on the seniority roster on which working at the time of coordination, and who are not offered a position under Paragraph (b) hereof, will be paid a dismissal allowance pursuant to Article III, Section 2. Such an employee, may, at his option, at the time of coordination, resign and be subject to a separation allowance computed in accordance with Section 9 of the Washington Job Protection Agreement.

(b) Employees described in Paragraph (a) may, at the time of coordination or thereafter during the six (6) year period following a coordination be offered employment in their craft at any location, or comparable employment for which they are physically and mentally qualified, and which does not require a change in residence as defined in Article IV, Section 3 if such offer of employment does not infringe upon the rights of other employees under the working agreement. If they decline such offer of employment, they shall forfeit their protection under this Agreement.

Section 4

(a) Employees accepting transfers pursuant to Section 2, above, will have their seniority date, as it appears on the seniority roster at the point from which being transferred, dovetailed on the appropriate roster to which transferred upon reporting for work, and their names will be removed from the roster from which transferred. Where following this procedure results in two (2) or more employees having the same seniority date on the dovetailed roster, their respective positions on the roster will be determined by continuous service standing and then by lot.

(b) Employees transferring from one location to a coordinated operation at another location will be assigned positions at the latter location in accordance with bulletins advertising positions which accrue to such employees; thereafter, changes in the coordinated operation involving the filling of vacancies, abolishing or creating positions and reduction or restoration of force will be governed by application of the schedule agreement applicable at the location of the coordinated operation and the dovetailed seniority roster as provided for in Section 4(a) above.

(c) Employees transferred to other employment pursuant to Section 3(b) of this Article II shall establish seniority on the seniority roster to which assigned in accordance with the agreement rules covering the class of service in which employed; such employees shall also retain seniority rights and recall rights on the roster on which working at the time of coordination. If recalled, they must accept such recall or forfeit all seniority on their previous roster and forfeit protection under this Agreement.

ARTICLE III

Section 1

(a) No employee involved in a particular coordination under this Agreement who is continued in service shall, for a period equal to his length of service, but not exceeding six (6) years following the effective date of such coordination, be placed, as a result of such coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such coordination so long as he is unable in the normal exercise of his seniority rights under applicable agreements, rules and practices to obtain a position producing compensation equal to or exceeding the compensation of the position held by him at the time of the particular coordination, except, however, that if he fails to exercise his seniority rights to secure another available position, which does not require a change in residence (as defined in Article IV, Section 3), to which he is entitled

under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position which he elects to decline.

(b) The protection afforded by the foregoing paragraph shall be made effective whenever appropriate through what is hereby designated as a "displacement allowance" which shall be determined in each instance in the manner hereinafter described. Any employee entitled to such an allowance is hereinafter referred to as a "displaced" employee.

(c) Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee during the last twelve (12) months in which he performed compensated service more than fifty (50) per centum of each of such months, based upon his normal work schedule, immediately preceding the date of his displacement (such twelve (12) months being hereinafter referred to as the "test period") and by dividing separately the total compensation and the total time paid for by twelve (12), thereby producing the average monthly compensation (adjusted to include subsequent general wage increases), and average monthly time paid for which shall be the minimum amounts used to guarantee the displaced employee, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation (adjusted to include subsequent general wage increases), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period.

Section 2

(a) Any employee who is deprived of employment as a result of a coordination described by this Agreement shall be referred to as a "dismissed employee" and shall be paid a monthly dismissal allowance, for a period equal to his length of service but not exceeding six (6) years following the effective date of coordination, equivalent to one-twelfth (1/12) of the compensation received by him in the last twelve (12) months of his employment in which he performed compensated service more than fifty (50) per centum of each of such months, based upon his normal work schedule, prior to the date he is first deprived of employment as a result of the coordination. Such allowance shall also be adjusted to reflect subsequent general wage increases.

(b) The dismissal allowance of any dismissed employee who returns to service shall cease upon the effective day of reemployment as set forth in the recall notice. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of Section 1 of this Article III.

(c) 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 of the dismissal allowance as computed under 2 (a), above.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, or failure to return to service after being notified in accordance with the working agreement, or failure to accept a position offered pursuant to Article II, Section 3(b).

(e) In the application of Section 1 and 2 of this Article III, overtime refused by an employee otherwise entitled to protective benefits will be credited against the employee only to the extent of such overtime that he stands to be called for under existing overtime rules. Such employee, must, however, mark up for overtime work or he will be treated for the purpose of determining protective payments as though he had requested such overtime.

Section 3

(a) Where employees transfer to a new location in a coordinated operation and have their seniority dovetailed in accordance with Article 4, Section 4, resulting in a superior location on the roster to employees then regularly assigned at that location, junior employees holding regular assignments at the location on the day before the coordination, corresponding to the number of senior employees transferring to the coordinated operation, will be subject to the protective benefits set forth in this Article III. Such employees will be identified within thirty (30) days of the coordination and the General Chairman notified accordingly.

(b) (1) Notwithstanding any other provisions of this Article III, employees transferring to a new location in a coordinated operation and who are furloughed for any reason during the six (6) year period starting with the effective date of coordination, except when furloughed because of conditions beyond the control of the Carrier, such as flood, snowstorm, hurricane, tornado, earthquake, fire or strike, will be entitled to the protective benefits of Section 2 of this Article III.

(2) Employees acquiring protection under the provisions of Paragraph (a) of this Section as a result of the dovetailing procedure set forth therein, and who are furloughed for any reason during the six (6) year period starting with the effective date of coordination, except when furloughed because of conditions beyond the control of the Carrier, such as flood, snowstorm, hurricane, tornado, earthquake, fire or strike, will be entitled to the protective benefits of Section 2 of this Article III, except that such protective benefits will be 60% of the dismissal allowance provided therein. The dismissal allowance of any dismissed employee under these conditions who obtains other than Railroad employment shall be reduced only to the extent that his combined monthly earnings in such other employment and his dismissal allowance exceed 100% of the dismissal allowance as computed under Section 2(a) of this Article III. Example:

An employee has a dismissal allowance under Section 2(a) of \$1,000.00 per month. Sixty percent (60%) of such allowance is \$600.00 per month. He obtains other than Railroad employment and receives \$700.00 per month. The total of 60% of his dismissal allowance (\$600.00) plus outside employment (\$700.00) is \$1,300.00 per month, or \$300.00 in excess of 100% of his dismissal allowance. His dismissal allowance, \$600.00, will be reduced by \$300.00 and he will receive \$300.00 dismissal allowance for the month.

(3) When forces have been reduced under the emergency provisions contained in (1) and (2) above and thereafter operations are restored, employees whose services have been dispensed with must be recalled upon termination of the emergency. The guaranteed rate of compensation will not apply during the period an employee is so laid off.

Section 4

An employee affected by a coordination including any employee accepting other employment under this Agreement, will be accorded all benefits attached to his previous employment, including but not limited to free transportation, pensions, hospitalization, insurance, etc., to the same degree accorded other employees on his home road in active service except that the matter of free transportation shall be subject to applicable regulations.

Protection payments shall be subject to deduction of all applicable taxes, hospital association dues (where applicable), union dues and all other lawful deductions.

Section 5

An employee who is deprived of employment and is receiving a dismissal allowance under Article III, Section 2, and who has unused vacation time for which he has qualified by virtue of having performed the required number of days of compensated service will not be deprived of the unused vacation time, but vacation pay will be paid in lieu of dismissal allowance for the vacation period. Any employee receiving a dismissal allowance who returns

to active service will, while he continues in active service, be credited with the period during which he received dismissal allowance as compensated service for vacation purposes.

Section 6

When an employee representative makes claim that an employee has been adversely affected by a coordination, Carrier shall, upon request, furnish duly authorized representative or representatives statement showing details of compensation for any period which is in question and in which the employee claims to have been adversely affected and the Carrier and such duly authorized representative or representatives will make available to each other any additional records and data bearing upon the claim.

ARTICLE IV

Section 1

(a) Employees electing to transfer to a new point of employment requiring a change of residence as a result of job offers made pursuant to Article II of this Agreement shall be subject to the benefits contained in Section 10 and 11 of the Washington Job Protection Agreement (or as provided below) and in addition to such benefits shall receive five (5) working days instead of "two working days" provided by Section 10(a) and, shall receive an allowance for any and all other expenses in accordance with the following schedule:

- (1) Effective with the date of transfer, an allowance of \$500.00;
- (2) At the end of 30 weeks of compensated employment, a second allowance of \$500.00;
- (3) At the end of 60 weeks of compensated employment, a third allowance of \$500.00;

The initial allowance provided in (1) above will be paid promptly but in any event not to exceed thirty (30) days from date of transfer. Subsequent allowances provided in (2) and (3) will be paid within five (5) days of the expiration of the time periods specified therein.

In the event of death or permanent disability, the affected employee or his estate shall be paid as if he had completed all the prescribed work periods.

(b) Any employee involved in a coordination covered by this Agreement who is retained in service who is required to change the point of his employment as a result of such coordination and is, therefore, required to change his place of residence, may, if he so elects, accept the provisions hereinafter set forth in this Section 1 in lieu of and in full settlement of any claim arising under Section 11(a) 1 and 2, of the so-called Washington Agreement.

(c) Upon the date of notice provided for in Article I, Section 1 hereof, if the employee owns his home or is under contract to purchase a home in the locality from which he is required to move in order to relocate in the locality to which he has been transferred, he shall be compensated by the Carrier at seven percent (7%) of the fair market value of the home in question; and, in addition thereto, ten percent (10%) of his equity of the fair market value of the home in question subject to a maximum equity of \$20,000.00 in said home. The employee's equity in his home shall be determined as of the date of notice covering transfer of work plus any increase in equity resulting from normal monthly mortgage payments made between date of notice and effective date of transfer.

(d) An employee electing to claim the provisions set forth in this Section 1 must, within three (3) years from the effective date of the coordination, so notify the Carrier and upon presentation of proper forms to the employee by the Carrier, he must thereafter execute all necessary releases as full settlement of any claim against the Carrier under the provisions of Section 11(a) 1 and 2, of the Washington Agreement, and of this Section 1.

(e) Should a controversy arise in respect to the fair market value of the home, it shall be decided through joint conference between the employee involved and the Carrier; and in the event they are unable to agree, the dispute may be referred by either party to a Board of three (3) competent real estate appraisers, selected in the following manner: One to be selected by the employee and one by the Carrier, and the two selected shall endeavor to agree upon the third appraiser within ten (10) days, after their appointment or selection. Then, in the event of failure to agree, the Chairman of the Local Board of Realtors shall be requested to appoint the third appraiser. A decision of the majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expense of the Appraisal Board, if any, shall be borne equally by the employee involved and the Carrier. All other expenses shall be paid by the party incurring them (employee or Carrier) including the salary of the appraiser selected by such party.

(f) The Carrier will reimburse employees transferring to a new point of employment under this Agreement for the cost of acquiring license for one automobile, in the state in which he establishes residence incident to transfer, including the use tax and any cost of re-titling such automobile in such state.

(g) An employee transferring to a new point of employment in a coordinated operation will not be required to undergo physical examination incident to such transfer.

Section 2

(a) Employees declining to transfer to a new point of employment requiring a change in residence as a result of job offers made pursuant to Article II of this Agreement may terminate all seniority and employment relationships as of the effective date of the transfer or as otherwise agreed upon, and will be paid separation allowance in accordance with the following schedule:

Length of Service	Separation Allowance
Less than one year	5 days' pay rate of position last occupied for each month service was performed.
1 year and less than 2 years	3 month's pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and over	12 months' pay

(b) Length of service shall be computed as provided by Section 7 of the Washington Job Protection Agreement.

(c) In determining the above allowance, the specified number of months' pay shall correspond with the particular employee's earnings in an equal number of months immediately preceding his last date of compensated service.

(d) Employees who have attained age sixty-two (62) and who are qualified for Railroad Retirement benefits without actuarial reductions shall have any separation allowance reduced in accordance with the following schedule:

Age	Less
62	15%
63	25%
64	50%
65 and over	75%

For the purposes of this provision, ages shall be those shown in the records of the employing Carrier.

Section 3

In applying Sections 1 and 2 of this Article IV, as well as the other provisions of this Agreement, an employee will be considered as being required to change his residence when he is required to transfer to a new point of employment which is outside a radius of thirty (30) miles from his former work location and is also located further from his residence than is his former work location.

ARTICLE V

For the purpose of the Agreement, Section 13 of the Washington Job Protection Agreement shall be inapplicable and the following provisions shall apply to all disputes and controversies.

In the event any dispute or controversy arises between the Carrier and any labor organization signatory to this Agreement with respect to the interpretation or application of any provisions of this Agreement or of the Washington Job Protection Agreement (except as defined in Section II(d) thereof or Article IV, Section 1, of this Agreement as the case may be) or any implementing agreement which may be entered into by the parties signatory hereto which cannot be settled by said Carrier and the labor organization, parties hereto within thirty (30) days after the dispute arises, such dispute may be referred by either party to a Public Law Board for adjudication or as otherwise agreed to by the parties. However, this is not to be construed that such dispute must be resolved before the Carrier may implement coordination under this Agreement.

To expedite adjudication of any dispute, it is further understood that such dispute will be handled by the General Chairman and the highest designated officer of the Carrier or their duly authorized representatives without regard to the standard rules of the Agreement governing the handling of claims and grievances. It is understood, however, that unless otherwise agreed to, the handling of any dispute between the General Chairman and the highest designated officer of the Carrier will be in accordance with Agreement rules with respect to the time limits provided therein.

ARTICLE VI

There shall be no duplication of monetary benefits received by an employee under this Agreement and any other agreement or protective arrangement. In the event monetary benefits may be due an employee under this Agreement and other agreements or protective arrangements, such employees shall, not later than thirty (30) days after having been so notified in writing by Carrier, with a copy to the General Chairman, make an election in writing as to whether he desires to retain the monetary benefits available to him under any of the other agreements or protective arrangements or to receive the monetary benefits provided under the provisions of this Agreement. In the event the employee fails to make such election within the said 30-day period, he shall be entitled to the monetary benefits payable under the provisions of this Agreement, and the duplicating monetary benefits under any of the other agreements shall have no application to such employee. An employee eligible to receive monetary benefits under any of the other agreements shall, irrespective of the election made, be subject to and shall be governed by all of the other provisions of this Agreement.

In the event of any conflict between the provisions of this Agreement and prior employee protective agreements or protective arrangements, the provisions hereof shall govern as to all matters arising out of or incidental to coordinations of Carrier pursuant to this Agreement.

ARTICLE VII

MEMORANDUM OF UNDERSTANDING

RE: ARTICLE V - SECTION 1 – DISPUTES

PROCEDURE

This Memorandum of Understanding is attached to and made a part of the Agreement for Protection of Employees represented by The International Association of Machinists and Aerospace Workers in connection with coordinations.

Upon notice in writing served by one party on the other of intent by that party to refer the dispute or controversy to a Public Law Board, each party shall within ten (10) days, select a member or members of the Board; and the members thus chosen shall endeavor to select a neutral member who shall serve as Chairman, in which event the compensation and expenses of the Chairman shall be borne equally by the parties to the proceeding. All other expenses shall be borne by the party incurring them. Should the members designated by the parties be unable to agree upon the appointment of the neutral member within ten (10) days, either party may request the National Mediation Board to appoint the neutral member, whose compensation and expenses shall be paid in accordance with existing laws. All other expenses shall be borne by the party incurring them. If any party fails to select its member of the Board within the prescribed time limit, the representative of such party signatory to this agreement or his designated representative shall be deemed to be the selected member and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. The Committee shall meet within fifteen (15) days after selection or appointment of the neutral member and shall render its decision within sixty (60) days thereafter. The decision of the majority of the Board shall be final and binding, except that in any case in which there is an unequal number of carrier and organization members of the Board, the decision of the neutral member shall be final and binding.

In the event of any dispute as to whether or not a particular employee was affected by a coordination described in this agreement, it shall be his or the General Chairman's obligation to identify the coordination and specify the pertinent facts of that coordination relied upon. It shall then be the carrier's burden to prove that factors other than a described coordination affected the employee.

ARTICLE VIII

MEMORANDUM OF UNDERSTANDING

RE: SUPERVISORY AND EXCEPTED PERSONNEL

This Memorandum of Understanding is attached to and made a part of the Agreement for Protection of Employees represented by the International Association of Machinists and Aerospace Workers in connection with coordinations of C&O, B&O, WM and SIRC operation, facilities and employees.

If, subsequent to the effective date of the Agreement to which this is attached, officials, supervisory or fully excepted personnel should exercise their seniority rights in a craft or class of employees protected under said Agreement, then, during the period such seniority is exercised, such officials, supervisory or fully excepted personnel shall be entitled to the same protection afforded by the said agreement to employees in the craft or class in which such seniority is exercised, and no employee subject to said Agreement shall be placed in a worse position with respect to compensation, rules, working conditions, fringe benefits, or rights and privileges pertaining thereto, by the return of the official, supervisory or fully excepted personnel to work under the schedule agreement.

Chessie System
Baltimore, Maryland 21201
January 14, 1976
File 167-9 SC

Mr. W. D. Snell, General Chairman
Intl. Assn. of Machinists & Aerospace Workers
P. O. Box 12161
Columbus, Ohio 43212

Dear Sir:

This has referenced to previous discussions between us concerning the application of Agreement for Employee Protection, Benefits and other conditions applicable in coordinations involving Employees Represented by the International Association of Machinists and Aerospace Workers and The Chesapeake and Ohio Railway, The Baltimore and Ohio Railroad Company, The Western Maryland Railway Company and The Staten Island Railroad Corporation.

Article II, Section 3(b) of such Agreement reads:

“(b) Employees described in Paragraph (a) may, at the time of co-ordination or thereafter during the six year period following a coordination, be offered employment in their craft on any of the Carriers signatory hereto, or comparable employment for which they are physically and mentally qualified on the Carrier on which employed at the time of coordination, and which does not require a change in residence as defined in Article IV, Section 3, if such offer of employment does not infringe upon the rights of employees under the working agreement. If they decline such offer of employment, they shall forfeit their protection under this Agreement.”

This will confirm our understanding that in the application of the foregoing, insofar as concerns Journeymen Machinists and/or Machinist Apprentices, such employees may, if they so desire, accept the offer of comparable employment but such election will be voluntary on their part and if they decline the offer to comparable employment, they shall not forfeit any protection under the Agreement.

This understanding shall not, however, apply to Machinist Helpers and such employees will be subject to the full application of Article II, Section 3(b) as cited hereinabove.

If this properly reflects your understanding, will you please indicate in the space provided, returning copy for our file.

Very truly yours,

ACCEPTED:

/S/D. S. Garda

/S/W. D. Snell, General Chairman
International Association of Machinists and Aerospace Workers

/S/E. A. Fritz, General Chairman
International Association of Machinists and Aerospace Workers

APPENDIX X – TRAVELING SERVICE MECHANIC AGREEMENT

CSXT Labor Agmt. No. 16-102-91

AGREEMENT

BETWEEN

CSX TRANSPORTATION, INC.

AND

ITS EMPLOYEES REPRESENTED BY THE

INTERNATIONAL ASSOCIATION OF MACHINISTS AND

AEROSPACE WORKERS

Section I

A. Subject to the terms and conditions hereinafter set forth, the Carrier will establish positions known as "Traveling Service Mechanic" (TSM) for the purpose of performing line-of-road locomotive inspecting, repairing and servicing work.

TSM positions will accrue to qualified Machinists holding seniority as such on the Machinist Seniority Roster at the seniority point covering the position advertised.

B. TSM-qualified employees will be identified on the Machinist Seniority Roster at various locations where service trucks are assigned. The locations proposed for initial assignment of service trucks are listed in Attachment "A" hereto. Such TSM qualified employees will be assigned the work of locomotive servicing, inspecting and running repairs on locomotive units on line-of-road and at other locations, such as yards, service tracks, etc.

C. Transportation will be provided between home point and work locations.

D. When not being used on the service truck, employees will perform regular duties at their home station.

Section II

A. 1. The training of TSM employees will be determined, supplied and paid for by Carrier or designated Carrier agent.

2. Trainees must be able to demonstrate competence for the position within a reasonable period of time, not to exceed thirty (30) days, or be dropped from further training. A trainee who is dropped from the training program or voluntarily withdraws from the training program may not again apply for training for a period of sixty (60) days from the date dropped or withdrawn.

The Carrier will provide training as required, including but not limited to training in the following areas:

- a. Safety/emergency procedures, including use of communications equipment.
- b. Service operation, which includes servicing, inspecting and running repairs.

3. TSM employees must possess valid driver license.

4. Training time, including travel time, will be compensated at the regular straight time rate of pay. If the training facility is at a location other than the trainee's home point, the Carrier will reimburse the trainee for reasonable, necessary expenses incurred including mileage if the trainee is required to use his personal automobile vehicle for travel.

B. TSM employees will be required to comply with all applicable Federal certification/licensing requirements.

C. Once an employee has successfully completed all job requirements specified in Paragraph A of this Section, the employee will be identified on the-applicable seniority roster as qualified for TSM position.

Section III

A. Regularly established route/trip assignments will be by bulletin to qualified TSM employees. In addition to the normal bulletin information, TSM bulletins will identify geographical areas to be covered by the assignment.

1. Consideration will be given to anticipate time requirements to minimize away from home rest periods.
2. When route/trip is made by "off duty employees," assignment will be by call from rotating call boards so as to equalize opportunity.
3. On scheduled runs, the TSM employee will be teamed up with a Traveling Service Supplyman (TSS). On unscheduled runs requiring only the recognized work of one craft, the required craft employee, TSM or TSS, will be called.

B. TSM vacancies on regular assignments or unscheduled runs will be filled first by qualified on-duty employees from the applicable overtime board or lists, following by calling qualified off-duty employees, in accordance with Section III A (2).

C. Employees assigned to TSM service will be compensated as hereinafter set forth. However, all overtime service will be subject to the applicable overtime rules of the Schedule Agreement(s).

1. Straight time will be allowed for all hours traveling, waiting, and for work performed during the regularly assigned shift. Overtime rate will apply for traveling, waiting, and work performed prior to or following the regularly assigned shift.
2. Employees called for TSM service whose tour of duty is regular and who leave and return to home station daily, shall be paid continuous time from the time of leaving the home station to the time they return whether working, waiting or traveling, exclusive of the meal period.
3. No pay will be allowed for periods when employees are relieved from duty for rest in a motel or hotel and permitted to go to bed for five hours or more while away from home point.

4. Where employees are required to remain in the field overnight, hotel or motel or lodging accommodations will be arranged and paid for by the Carrier, whenever possible. Where lodging is not provided by the company for employees required to remain in the away-from-home station overnight, actual necessary lodging expense will be allowed. Receipts will be required.
5. Employees required to remain away from their home point overnight will be paid a per diem allowance of \$26.00 per day for meals for each day requiring any tour of duty, assignment or call exceeding the (10) hours but not requiring an overnight stay, the employee will be paid a \$13.00 per diem allowance. Per diem amounts will be adjusted from time to time as required to keep pace with inflation.

Section IV

- A. Notices for changes in this agreement may be filed by either party to this agreement, in accordance with Section 6 of the Railway Labor Act.
- B. Claims or grievances arising out of the application of this agreement may be handled by the General Chairman directly with the Carrier's highest designated officer. However, the time limits of the applicable schedule agreement will remain in effect.

Signed at Jacksonville, FL, this 20th day of February 1992.

(Signatures Omitted)

Attachment A to Appendix X (CSXT Labor Agmt. No. 16-102-91)

PROPOSED SERVICE TRUCK LOCATIONS AS OF JANUARY 1992

Atlanta, GA
Tampa, FL
Grand Rapids, MI

UNDERSTANDINGS TO APPENDIX X (CSXT LABOR AGMT. NO. 16-102-91)

Side Letter No. 1

It is understood and agreed that when the need for TSM employees arises or when it is deemed desirable to train TSM employees, a notice to that effect shall be posted on the appropriate bulletin board requesting all Machinists who wish to be trained as TSM employees to make written request to the officer issuing the bulletin, with copy to the Local Chairman.

Training for TSM positions will be open to all active Machinists on the appropriate seniority roster and selection for such training will be in seniority order, providing qualifications are sufficient.

Regularly established TSM assignments will be bulletined and assigned to qualified employees in accordance with the individual bulletin rules in the respective collective bargaining agreement at the location where the assignments are bulletined. If no requests and/or bids are received for the involved training and/or positions, a

sufficient number of Machinists will be trained and when qualified, will be awarded the required positions, in reverse order of seniority.

TSM employees will not be utilized to perform work on any former CSXT property not covered by their respective schedule Agreement nor will they perform work at any outlying point or location where Machinists are presently employed and performing such work. In an emergency, such as flood, snowstorm, hurricane, tornado, earthquake, fire, etc., however, the Carrier may utilize the service truck employees at such outlying points to augment the force so long as the emergency condition exists.

TSM employees will not be held over at locations away from home point during their regularly assigned rest days nor will they be assigned to work on their rest days unless called from the overtime board in accordance with applicable overtime rules.

Side Letter No. 2

In connection with the aforementioned agreement, as discussed, should the number of employees assigned to a service track as of the effective day of this agreement be reduced as a result of the inception of the locomotive service truck operation, the employee(s) ultimately affected thereby will be afforded protection under the provisions of Article I of the September 25, 1964 Agreement.

Side Letter No. 3

In connection with the Attachment A to the aforementioned agreement, it is agreed that on the first day of each quarter, a report will be sent to the representatives signatory to this agreement, listing the primary assignments of the service trucks, as well as the locations to which each vehicle is currently assigned to provide service.

Side Letter No. 4

It is understood that this Agreement does not extend any rights to the CMX service truck operators to perform any recognized machinist work in the servicing, inspection or repair of locomotives.

Side Letter No. 5

This will confirm our understanding that while working TSM and TSS employees at away-from-home locations, the TSM will be primarily responsible for mechanical inspections and minor repairs and the TSS will be primarily responsible for servicing and supplying locomotives. However, the TSM and TSS will perform required work as necessary to insure the work is performed safely and expediently.

Side Letter No. 6

With regard to Section III, Paragraph C2, this will confirm our understanding that the designated lunch period for TSM positions will be the same as at the service track, i.e., if the employees are receiving a paid lunch period on the service track, the TSM positions will be advertised in the same manner.

January 12, 2021

BOMBARDIER

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www.bombardier.com

Mr. Josh Hartford
General Chairman, IAMAW
184 Tuttle Rd
Canaan, ME 04924 |

Side Letter #1

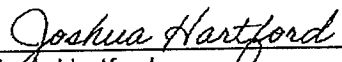
Parties agree this letter confirms our understanding with the respect to rates of pay resulting from application of section 3 – Tentative Agreement – General Wage Increases.

Hourly Rates of pay will be as follows:

CBA Dates of Increases		1/1/2020	1/1/2021	1/1/2022	1/1/2023
Union	Rate	2.75%	3.00%	3.00%	2.75%
IAM	100%	\$ 34.55	\$ 35.59	\$ 36.66	\$ 37.67
	95%	\$ 32.82	\$ 33.80	\$ 34.82	\$ 35.77
	90%	\$ 31.11	\$ 32.05	\$ 33.01	\$ 33.92
	85%	\$ 29.38	\$ 30.26	\$ 31.17	\$ 32.02
	80%	\$ 27.64	\$ 28.47	\$ 29.32	\$ 30.13
	75%	\$ 25.92	\$ 26.70	\$ 27.50	\$ 28.26

If this correctly reflects your understanding of our agreement, please indicate your concurrence by affixing your signature below.

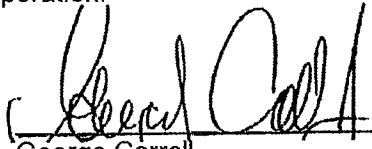
For the International Association of Machinist and Aerospace Workers:

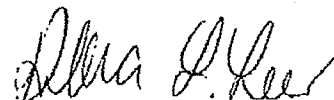

Josh Hartford
General Chairman

W

For Bombardier Transportation Services USA Corporation:


Robert Young
Head of Operations & Maintenance
Services, North America


George Carroll
Site General Manager
MARC Operations & Maintenance


Debra Lees
Senior Manager
Human Resources & Labor Relations – US
Bombardier Transportation |


Joseph Dotterweich
Chief Mechanical Officer
MARC Operations & Maintenance

January 12, 2021

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General Chairman, IAMAW
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Side Letter #2

Parties agree this letter confirms our understanding with respect to all bargaining changes will take effect immediately upon ratification.

All bargaining changes will take effect immediately upon ratification, which will include the retroactive pay will be payable within sixty (60) days of ratification, which will include 2.75% GWI from 1/1/2020 and 3.00% GWI from 1/1/2021. Health & Welfare employees' contributions will not exceed \$240 and will go into effect as soon as possible but no later than March 31, 2021. The following changes to employee Health & Welfare plans will go into effect no later than March 31, 2021:

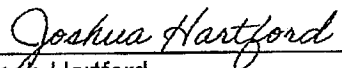
Carve out for employees who only elect Dental benefits. Amounts below:

- a. Employee: \$10.78
- b. Employee + 1: \$24.80
- c. Family: \$30.38

Provide Basic Life Insurance for Spouse (\$5,000) and each Child (\$3,000).

All other provisions of the Tentative Agreement will take effect immediately upon ratification.

For the International Association of Machinist and Aerospace Workers:

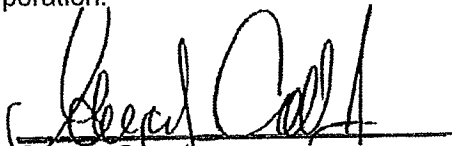

Josh Hartford
General Chairman



For Bombardier Transportation Services USA Corporation:



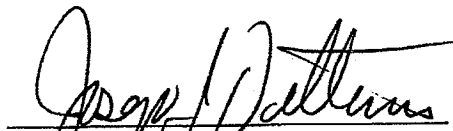
Robert Young
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January 12, 2021

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Side Letter #3

Parties agree this letter confirms our understanding with the respect to all bargaining changes will take effect immediately upon ratification.

Any Retirees who retired after 1/1/2020 would be entitled to the appropriate retroactive back pay, payable within 60 days of ratification.

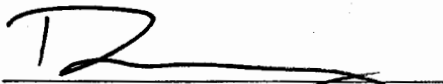
If this correctly reflects your understanding of our agreement, please indicate your concurrence by affixing your signature below.

For the International Association of Machinist and Aerospace Workers:

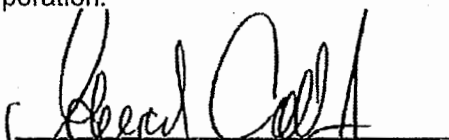

Josh Hartford
General Chairman



For Bombardier Transportation Services USA Corporation:



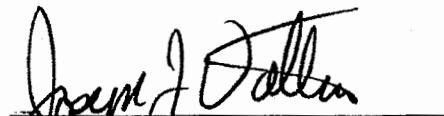
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