

**IMPLEMENTING AGREEMENT
BY AND BETWEEN
BOMBARDIER TRANSPORTATION SERVICES USA CORPORATION
AND
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS**

WHEREAS, Bombardier Transportation Services USA Corporation, (hereinafter "BTS") has agreed to assume the responsibilities for the operation of the MARC Third Party Operations and Maintenance Services as defined within contract TMTA-1360 for services on the Camden and Brunswick Lines, effective as of the Commencement Date (on or about June 1, 2013);

WHEREAS, it is the desire of the parties to this Implementing Agreement to avoid any interruption of service in the interests of the public and to minimize impact on the commuter rail employees of CSX Transportation, Inc. (hereinafter "CSXT"), the operator of MARC Third Party Operations and Maintenance Services prior to the date of transition;

WHEREAS, the assumption of this operation will result in the establishment by BTS of comparable positions necessary to perform certain work formerly performed by commuter rail employees of CSXT as the operator;

WHEREAS, the parties acknowledge that this Implementing Agreement does not supersede the obligations, if any, arising pursuant to 49 U.S.C. § 5333(b) (Section 13(c) of the Federal Transit Act), or the applicable 1977 Section 13(c) Agreement, and is thereby subject to the terms of any labor protective arrangements arising out these obligations as applicable to BTS and;

WHEREAS, BTS will offer priority of employment to all CSXT employees currently assigned by CSXT in the provision of all MARC Third Party Operations and Maintenance Services required by Contract TMTA-1360 and covered under the June 30, 2010 Operating Agreement between CSXT and the Maryland Transit Administration.

NOW, THEREFORE, IT IS AGREED:

PART I

1. BTS recognizes the International Association of Machinists and Aerospace Workers as the bargaining representative of the Machinists to be employed in the service covered by this Implementing Agreement. Except as modified in this Implementing Agreement, the current Collective Bargaining Agreement between the International Association of Machinists and Aerospace Workers and CSXT (see Appendix F for full list of applicable documents) will continue in effect until modified pursuant to the terms and conditions of the Railway Labor Act.
2. This Implementing Agreement will become effective and applicable to employees

performing service on the MARC Third Party Operations and Maintenance Services contract upon the assumption of service by BTS. Nothing in this Implementing Agreement is intended to, nor shall be construed to provide additional pay, benefits, or coverage of specific Collective Bargaining Agreement provisions to BTS employees which were not applicable to them during their employment with CSXT, except as specifically provided herein.

3. The service covered by this Implementing Agreement will be two separate seniority rosters by craft, one for Brunswick/Martinsburg and the other for Riverside. The employees securing a position in accordance with this Implementing Agreement will be placed on the applicable roster and identified as the "MARC Machinists Seniority District Roster" in the same rank of order as their current CSXT Seniority Date. There will be no combining of rosters with the MARC Third Party Operations and Maintenance Services or any other service.
4. BTS will provide the General Chairman of the Organization with not less than thirty (30) calendar days written notification of BTS's assumption of the operation. This notice will list the number of positions authorized to be established by BTS as set forth in Appendix G.

On April 22, 2013 BTS will notify all current CSXT employees assigned to the MARC Third Party Operations and Maintenance Services contract for the Camden and Brunswick Lines advising they may apply for employment with BTS and will be given priority of employment. BTS will also send a second notification by regular mail to all other CSXT Machinists on the involved Seniority District encompassing the Baltimore area. Those employees will be considered for employment after all positions have been filled with employees who are currently assigned to MARC Third Party Operations and Maintenance Services contract.

Included in this notice will be a bulletin that contains the positions to be established by BTS for which the CSXT employees may apply for. This will show the BTS location, primary duties, starting time, rest days, and rate of pay. The bulletin notice will contain the following statement:

"This will serve as notice that these positions will be established by BTS for the MARC Third Party Operations and Maintenance Services effective as of the Commencement Date (on or about June 1, 2013). Applications will be accepted only from employees who have declared their eligibility by applying for a bulletin position. Only those applications postmarked or personally delivered to the office of the BTS Human Resources and receipted by April 29, 2013 will be accepted."

5. The applications as mentioned in section four (4) above will be acknowledged by BTS and a copy will be provided to the Organization's General Chairmen. Those CSXT employees who timely complete the process described in the previous paragraph will be referred to hereinafter as "eligible CSXT employees." BTS will confirm to the successful applicants their acceptance of employment on or by May 10, 2013.

Eligible CSXT employee applications will be accepted and processed in seniority order first from those CSXT employees assigned to the MARC Third Party Operations and Maintenance Services prior to the Commencement Date (on or about June 1, 2013). All employees shall then be ranked on the BTS Machinists MARC Seniority Roster in accordance with their current standing on the CSXT Seniority Roster.

Eligible CSXT employees who apply for, but are unable to secure a position under this Implementing Agreement because of the requirement of BTS to offer priority of employment to CSXT staff currently assigned to the MARC Third Party Operations and Maintenance Services will be placed in a future BTS employment application pool.

6. Pursuant to the above sections of the Implementing Agreement CSXT employees currently assigned to the MARC Third Party Operations and Maintenance Services that is inactive for all or part of the application period or who is hired into BTS Machinists MARC Seniority Roster subsequent to the application period, shall have the right to make application within five (5) calendar days of their return to active status or entry into the service. BTS's definition of an inactive CSXT employee is defined as inactive for reason of sickness, pregnancy, temporary or occupational disability, disciplinary suspension, military leave of absence, furlough, vacation or leave of absence. Those Employees in this category, who upon return to active status, lack sufficient seniority to have been selected in accordance with above paragraphs, will be placed in the BTS future employment application pool with the same relative standing they would have had if they had been in active status during the original application period.
7. Employees who were granted leaves of absence to take promotion to management (non-agreement) positions on CSXT unrelated to the MARC Third Party Operations and Maintenance Services must make application as set forth in the above paragraphs or will forfeit any seniority or employment rights on the BTS Machinists MARC Seniority District Roster.
8. CSXT employees who have not completed their probationary period with CSXT prior to their acceptance of employment with BTS shall remain on probation until the end of said period.
9. Eligible CSXT employees will be required to sign a release of Drug and Alcohol Records as defined by 49 CFR Part 40 authorizing CSXT to provide BTS with a copy of the employee's CSXT Drug and Alcohol records if applicable to the position. CSXT employees will be required to execute a release authorizing CSXT to provide a list of certification and safety records as defined in Appendix A to BTS as a condition of employment with BTS.
10. Eligible CSXT employees with a previous drug and alcohol violation that resulted in a Waiver Agreement and probationary period that is still in effect on the effective date of this Implementing Agreement or employees that entered into a voluntary

counseling program will continue to be bound by the terms of such arrangement while employed by BTS. This will include, but not be limited to, obligations of ongoing participation in EAP counseling, follow-up/random testing, and/or any other condition agreed to in conjunction with the Waiver Agreement.

11. Compensated days and years of service currently recognized by CSXT shall be credited and used in determining eligibility for vacation entitlements for CSXT employees who accept a position with BTS pursuant to this Implementing Agreement as though all such time had been in service of BTS.

BTS anticipates it will receive information from CSXT outlining such information, as well as the number of vacation and personal leave days each employee is to have available for the 2013 vacation year but has not taken for the calendar year.

An individual employee who disputes the correctness of the information provided by CSXT may request further review. In the event of disagreement, the Local Chairman and Local Human Resources (or their designee) will meet for the purpose of informally resolving the dispute. In the event this disagreement cannot be resolved, it will be subject to the grievance procedure as set forth in the Collective Bargaining Agreement.

12. BTS is required to bargain with the duly authorized representatives of employees to reach collective bargaining agreements covering its employees before the Commencement Date (on or about June 1, 2013) in order for the transfer of service from CSXT to be completed.
13. There shall be no pyramiding or duplication of any benefit(s) in the application of any portion of this Implementing Agreement.
14. The basic hourly wage rates effective upon BTS assumption of service for the IAMAW on the MARC Third Party Operations and Maintenance Services contract will be as follows:

- A. The Hourly Rate at 100% of the applicable rate of pay for the class and craft in which service is rendered would be \$27.40 for Machinists June 1, 2013.

Cost of Living Adjustments or payments are eliminated and not applicable under this agreement.

Effective July 1, 2013 all hourly rates of pay in effect June 30, 2013 for employees covered by this agreement, shall be increased in the amount of three (3) percent.

Effective July 1, 2014 all hourly rates of pay in effect June 30, 2014 for employees covered by this agreement, shall be increased in the amount of three and eight- tenths (3.8) percent.

Effective January 1, 2015 all hourly rates of pay in effect June 30, 2013 for employees covered by this agreement, shall be increased in the amount of three (3) percent.

- B. Rates of pay resulting from application of paragraphs inclusive above, which end in fractions of a cent or more, shall be rounded to the nearest whole cent. Fractions less than one-half cent shall be dropped. Fractions of one-half cent or more shall be increased to the nearest full cent.

15. Health Care and Associated Benefits:

BTS will provide a level of benefits equal to what is currently provided to CSXT employees as describe below. The parties agree to meet for the purpose of resolving any discrepancies in the level of benefits provided to the employees by BTS.

- A. Medical Coverage
 - a. Highmark PPO Plan – please see Appendix B for plan details and coverage.
- B. Dental Coverage
 - a. United Concordia Advantage Plus – please see Appendix C for plan details and coverage.
- C. Vision Coverage
 - a. Davis Vision – please see Appendix D for plan details and coverage.
- D. Early Retirement Medical Coverage and Retiree Life Insurance
 - a. Highmark BCBS - please see Appendix E for plan details and coverage.
- E. Supplemental Sickness Plan
 - a. Aetna – details will remain the same as the current plan
- F. Life Insurance/Accidental Death and Dismemberment (ADD)
Employees will be eligible to \$20,000 Life Insurance/\$16,000 ADD paid for by Bombardier.
- G. Optional Life Insurance/Accidental Death and Dismemberment (ADD)
Employees will be eligible to purchase additional coverage for themselves and their dependants.
- H. Employee Cost Sharing of Plan Cost Amounts
 - a. For the plan year of June 1, 2013 through June 30, 2015 the amount per month contribution per employee will be \$200.00 will remain in effect until new agreement is reached. Employees cost sharing contributions shall be made on a pre-tax basis pursuant to section 125 Cafeteria Plan and

deducted from the second payroll payment of each month.

16. General Provisions:

- A. This Implementing Agreement is subject to approval by the Organization in accordance with its internal rules and procedures.
- B. Any grievance or arbitration being processed on behalf of International Association of Machinists and Aerospace Workers represented employees prior to the MARC Third Party Operations and Maintenance Services Commencement Date (on or about June 1, 2013) will continue to be handled and resolved with CSXT. Only new grievances originating after Commencement Date (on or about June 1, 2013) may be filed with BTS and its applicable articles.
- C. This Implementing Agreement shall become effective on June 1, 2013 and shall continue in effect thereafter unless or until changed pursuant to the terms of the Railway Labor Act or the Collective Bargaining Agreement, as amended.
- D. This Article will not bar management and the Organization from agreeing upon any subject of mutual interest.
- E. The parties agree to meet to resolve issues relating to the change in operations that may have been overlooked in preparing this Implementing Agreement. Additionally, the parties agree to meet on a regular basis in order to discuss any topic that may be raised by either party.
- F. This Implementing Agreement does not supersede any responsibility which BTS may be required to take under federal or other laws, federal or state regulations, or labor protective arrangements applicable to BTS by virtue of Section 13(c) of the Federal Transit Act or an applicable 13(c) Agreement.
- G. All employees covered by this agreement shall become members of the Union pursuant to the requirements of the Union Shop Agreement. Also, employees shall be paid every two (2) weeks on Friday by direct deposit commencing on June 14, 2013. The required monthly dues and voluntary political contributions will be made by automatic payroll deduction on the first payroll payment of each month.
- H. BTS will provide to the Organization's General Chairman, on a monthly basis, a breakdown of the represented employees per craft by name and address with applicable Organization deductions (monthly dues and voluntary political contributions) for the pay period covered.

PART 2

Collective Bargaining Agreements - Proposed changes

Change: CSXT to BTS
Carrier to BTS

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.

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.

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) of 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 at 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 lists.

(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.

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
Good Friday
Memorial Day
Independence Day
Labor Day

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

(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 a 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 eleven 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 qualifications 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 holidays.

(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 rated 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.

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 time 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 for work performed during overtime hours, with straight time for all hours traveling and waiting--

(b) 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.

Road Service Monthly

REMOVE – Article does not apply

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 it 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 (90) 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 a 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 a 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 a 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.

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 (as shown below) 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 wishes 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.

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.

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 reasonably 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 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.

Personal leave days

Remove article and replace by a side letter

Transportation

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

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.

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.

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.

(e) 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.

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.

Seniority

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

Maintenance of Equipment 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 a 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.

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 mailing date of such notice, whichever is later;

Claims of 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 requests 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.

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.

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 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 a 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.

Tools

The following to existing language will be added:

Upon completion of BTS Safety Training employees will; be provided with a Safety Boot Voucher in the amount of \$100.00 per employee, this boot amount is available only once year.

Checking in and out

Remove – Policy will apply

Classification of work

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 cranemen 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.

(i) Fitting and erecting guides, guide yokes, cross heads, main and side rods, rocker boxes, link and valve 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 on 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 sub-contractor is utilized a sufficient amount of Machinists will be assigned to assist and ensure that during/after re-railing the equipment is declared safe to move.

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

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.

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 Agreement 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.

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.

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) days
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

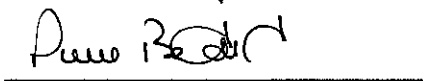
No party to this Agreement shall serve, prior to November 1, 2014 (not to become effective before January 1, 2015) any notice or proposal for the purpose of changing the subject matter of the provisions of this Agreement.


Signed this 30th day of April 2013 to officially implement this document as the Implementing Agreement between the following parties:


For the International Association of Machinists and Aerospace Workers:



Andrew W. Sandberg
General Chairman

For Bombardier Transportation Services USA Corporation:


Pierre Bédard
Director, Human Resources


Steve Brereton *ON BEHALF OF*
Director of Operations USA


Debra Lees
Manager, Human Resources


Jeff Gaffney
Manager, Fleet Maintenance

Appendix A – Service Record Request Form (for current CSXT employees)

SERVICE RECORD REQUEST

The individual referenced below is seeking certification and requests that his or her railroad service record to be provided to:

**Bombardier Transportation Services USA Corporation
3700 Koppers Street S120
Baltimore, MD 21227
215-498-6104
FAX 215-441-9027**

=====

Information concerning this individuals employment record and prior safety conduct as a railroad employee.

I hereby authorize the release of the requested documents listed below from CSX Transportation, Inc.

To be agreed upon with the duly authorized representatives and CSXT, this is not an exhaustive list of all documentation more will be added or removed based on discussions:

Provide record of training and/or certification for 229 (Mechanical Staff)
Provide record of training and/or certification for 238 (Mechanical Staff)
Provide record of certification for 227
Provide certificate for 240
Provide certificate for 242
Provide Safety Conduct Record as required by 240/242
Voluntary EAP Counseling related to Drug & Alcohol

APPLICANT

Full Name (Print)	
Social Security Number	
ID Number of former railroad	
Signature	
Date	

Appendix B – Medical Plan

2013

Highmark Blue Cross Blue Shield

95/75 PPO with Rx Benefit Summary – Bombardier Transportation BLET, Shop Crafts, & Foreman 2013			
Group Numbers: 017166-02 BFM 2013 Maryland Group			
Benefit Provision	PPO In-Network	PPO Out-of-Network	
Plan-Wide Provisions			
Plan Year	Calendar		
COB Method	Regular		
COB Investigation	Pay and Pursue		
Timely Filing	One year from end of year following date of service		
State Mandates	No		
Fourth Quarter Carryover	No		
Policy Maximum	Unlimited		
HIPAA Certs	Highmark		
Pre-Existing	No	No	No
Bi-Directional	No	No	No
Out-of-Pocket (OOP) Maximum <i>OOP does not cross accumulate INW to OON and OON to INW</i>	\$750 Individual \$1500 Family	\$2000 Individual \$6000 Family	
OOP Excludes Mental Health/Substance Abuse	Yes	Yes	
OOP Excludes Copayments	Yes	Yes	
OOP Excludes Prescription Drug Expenses	Yes	Yes	
OOP Excludes Deductible	No	No	
OOP Excludes Amounts Over UCR	Yes	Yes	
Coinsurance	95% after deductible	75% after deductible	
Deductible – Aggregate	\$150 Individual \$300 Family	\$300 Individual \$900 Family	
Inpatient Facility			
Pre-certification Penalty	Yes		
Inpatient Hospital Facility Services	95% after deductible	75% after deductible	
Skilled Nursing Facility	95% after deductible	75% after deductible	
	Up to 60 days per year are covered		
Maternity	95% after deductible	75% after deductible	
Maternity for Dependent Daughter	95% after deductible	75% after deductible	
Nursery Care (do not apply IP copay and/or IP deductible if one exists)	95% after deductible	75% after deductible	
If no state mandates, will group follow Act 81 (coverage for the first 31 days)	Yes		
Short term Inpatient Rehabilitation	95% after deductible	75% after deductible	

**95/75 PPO with Rx Benefit Summary – Bombardier Transportation
BLET, Shop Crafts, & Foreman 2013**

Group Numbers:

017166-02 BFM 2013 Maryland Group

Benefit Provision	PPO In-Network	PPO Out-of-Network
Inpatient Occupational Therapy	95% after deductible	75% after deductible
Inpatient Speech Therapy	95% after deductible	75% after deductible
Inpatient Physical Medicine	95% after deductible	75% after deductible
Inpatient Respiratory Therapy	95% after deductible	75% after deductible
Outpatient Facility		
Emergency Room Care (includes Emergency medical / Emergency Accident) One copy per visit	100% after \$75 copayment (waived if admitted)	
Outpatient Surgery	95% after deductible	75% after deductible
Outpatient Diagnostic	95% after deductible	75% after deductible
Advanced Imaging	95% after deductible	75% after deductible
Standard Imaging	95% after deductible	75% after deductible
Pathology/Lab	95% after deductible	75% after deductible
Diagnostic Medical	95% after deductible	75% after deductible
Allergy Testing	95% after deductible	75% after deductible
Mammograms	95% after deductible	75% after deductible
Pre-Admission Testing	95% after deductible	75% after deductible
Non-Routine Colorectal Cancer Screening <small>(includes colonoscopy, sigmoidoscopy, barium enema, blood occult)</small>	95% after deductible	75% after deductible
Outpatient Occupational Therapy	95% after deductible	75% after deductible
Outpatient Speech Therapy	95% after deductible	75% after deductible
Outpatient Physical Medicine	95% after deductible	75% after deductible
Respiratory Therapy	95% after deductible	75% after deductible
Cardiac Rehabilitation	95% after deductible	75% after deductible
Dialysis	95% after deductible	75% after deductible
Chemotherapy	95% after deductible	75% after deductible
Radiation Therapy	95% after deductible	75% after deductible
Infusion Therapy	95% after deductible	75% after deductible
Clinic	95% after deductible	75% after deductible
Professional Services		
Inpatient Medical Care	95% after deductible	75% after deductible
Skilled Nursing Facility Care	95% after deductible	75% after deductible
Concurrent Care	95% after deductible	75% after deductible
Consultations (inpatient)	95% after deductible	75% after deductible

Highmark Blue Cross Blue Shield

95/75 PPO with Rx Benefit Summary – Bombardier Transportation

BLET, Shop Crafts, & Foreman 2013

Group Numbers:

017166-02 BFM 2013 Maryland Group

Benefit Provision	PPO In-Network	PPO Out-of-Network
Second Surgical Opinion	95% after deductible	75% after deductible
Voluntary Second Surgical Opinion	95% after deductible	75% after deductible
Emergency Medical / Emergency Accident	100%	
Primary Care Office Visits/Outpatient/Consultations	100% after \$20 copayment	75% after deductible
Specialist Office Visits/Outpatient/Consultations	100% after \$35 copayment	75% after deductible
Surgery	95% after deductible	75% after deductible
Tubal Ligation / Vasectomy	100%	75% after deductible
Sterilization Reversal	Not Covered	Not Covered
Transsexual Surgery	Not Covered	Not Covered
Assistant at Surgery	95% after deductible	75% after deductible
Anesthesia	95% after deductible	75% after deductible
Outpatient Diagnostic	95% after deductible	75% after deductible
Advanced Imaging	95% after deductible	75% after deductible
Standard Imaging	95% after deductible	75% after deductible
Pathology/Lab	95% after deductible	75% after deductible
Diagnostic Medical	95% after deductible	75% after deductible
Allergy Testing	95% after deductible	75% after deductible
Mammograms	95% after deductible	75% after deductible
Pre-Admission Testing	95% after deductible	75% after deductible
Non-Routine Colorectal Cancer Screening (includes colonoscopy, sigmoidoscopy, barium enema, blood occult)	95% after deductible	75% after deductible
Maternity	95% after deductible	75% after deductible
Maternity for Dependent Daughter Newborn Care <i>Bombardier will follow Act 8: Newborn coverage for 31 days</i>	95% after deductible	75% after deductible
Occupational Therapy	95% after deductible	75% after deductible
Speech Therapy	95% after deductible	75% after deductible
Physical Medicine	95% after deductible	75% after deductible
Respiratory Therapy	95% after deductible	75% after deductible
Cardiac Rehabilitation Therapy	95% after deductible	75% after deductible
Dialysis	95% after deductible	75% after deductible

Highmark Blue Cross Blue Shield

95/75 PPO with Rx Benefit Summary – Bombardier Transportation
BLEI, Shop Crafts, & Foreman 2013

Group Numbers:

017186-02 BFM 2013 Maryland Group

Benefit Provision	PPO	
	In-Network	Out-of-Network
Chemotherapy	95% after deductible	75% after deductible
Radiation Therapy	95% after deductible	75% after deductible
Infusion Therapy	95% after deductible	75% after deductible
Spinal Manipulations	95% after deductible	75% after deductible
	Limit: 25 visits per benefit period	
Allergy Injections	95% after deductible	75% after deductible
Allergy Extracts	95% after deductible	75% after deductible
Preventive Care	Highmark Preventive Schedule	
Preventive Schedule		
Routine Physical Exam	100%	75% after deductible
Preventative Diagnostics	100%	75% after deductible
Routine Gynecological Exam	100%	75% after deductible
Routine Pap Smear	100%	75% after deductible
Routine Mammogram	100%	75% after deductible
	Limit: 1 exam per calendar year, Age 40 and over	
Colorectal Cancer Screening (includes colonoscopies, sigmoidoscopies, barium enema, blood occult)	100%	75% after deductible
Adult Immunizations	100%	75% after deductible
Travel Immunizations	Not Covered	Not Covered
Pediatric Immunizations	100%	75% after deductible
Well Baby Care	100%	Not Covered
Neonatal Circumcision	100% after deductible	Not Covered
Adult Care	100%	75% after deductible
Routine Foot Care	Not Covered	Not Covered
Routine Hearing Screening	Not Covered	Not Covered
Hearing Care	95% after deductible	75% after deductible
	Limit: up to a maximum payment of \$600.00 each calendar year for tests and examinations, including those by an audiologist or a hearing aid dispenser, to diagnose and determine the cause of a hearing loss, and for a hearing aid necessary to restore lost, or help impaired, hearing.	
Hearing Aid	95% after deductible	75% after deductible
Hearing Aid Exam	95% after deductible	75% after deductible

Highmark Blue Cross Blue Shield

95/75 PPO with Rx Benefit Summary - Bombardier Transportation
BLET, Shop Crafts, & Foreman 2013

Group Numbers:

017186-02 BFM 2013 Maryland Group

Benefit Provision	PPO In-Network	PPO Out-of-Network
Tinnitus Maskers	Not Covered	Not Covered
Vision Care	Not Covered	Not Covered
Routine Vision Screening	Not Covered	Not Covered
Comprehensive Routine Eye Exam	Not Covered	Not Covered
Eyeglasses/Lenses After Cataract Surgery	95% after deductible	75% after deductible
Eyeglasses/Contacts	Not Covered	Not Covered
Corneal Microsurgery for Vision correction / cosmetic	Not Covered	Not Covered
Routine Dental Care	Not Covered	Not Covered
Other Services		
Ambulance	95% after INN deductible	
Urgent Care Center	\$20 copay per visit \$10 copay if visit is to a Convenient Care Clinic	75% after deductible
Bariatric Surgery	95% after deductible	75% after deductible
Durable Medical Equipment	95% after INN deductible	
Prosthetic Devices	95% after INN deductible	
Orthotics	95% after deductible	75% after deductible
Home Infusion Therapy	95% after deductible	75% after deductible
Blood / Blood Components	95% after deductible	75% after deductible
Private Duty Nursing	95% after deductible	75% after deductible
Home Health / Visiting Nurse	Unlimited	Limited to 40 out-of-network visits per year
Hospice	95% after deductible	75% after deductible
Experimental/Investigational	Not Covered	Not Covered
Nicotine Cessation Programs	Not Covered	Not Covered
Elective Abortion	Not Covered	Not Covered
Transplant Services	95% after deductible	75% after deductible
Oral Surgery	95% after deductible	75% after deductible
Impacted Teeth	Limited to: Impacted third molars when partially or totally covered by bone	
Surgery to Mouth	95% after deductible	75% after deductible

Highmark Blue Cross Blue Shield

95/75 PPO with Rx Benefit Summary – Bombardier Transportation
BLET, Shop Crafts, & Foreman 2013

Group Numbers:

0-17166-02 BFM 2013 Maryland Group

Benefit Provision	PPO	
	In-Network	Out-of-Network
	Limited to: Maxillary or Mandibular Fenectomy and Mandibular staples (when not for dentures)	
Mastectomy and Breast Cancer Reconstruction	95% after deductible	75% after deductible
Injectables	95% after deductible	75% after deductible
Dental Accident	95% after deductible	75% after deductible
Enteral Formulae	100%	75% after deductible
Prescription Drugs	95% after deductible	
Contraceptives	Tier 1 contraceptives are covered at 100%	Not Covered
FDA-approved contraceptive	Tier 2 & Tier 3 requires a copay	Not Covered
Insertion / Removal IUDs Devices	100%	Not Covered
Depo Provera / Injections	100%	Not Covered
Implantables		Not Covered
Contraceptive Management	Not Covered	Not Covered
Acupuncture	Not Covered	Not Covered
Dean Ornish Program	Yes	Not Covered
Health Education Services	Yes	Not Covered
Blues on Call	Yes	
Disease State Management	Yes	
Complementary Wellness Discount Program	Yes	
Maternity Program	No	
Case Management	Yes	
Conditions		
MH Inpatient Care	100% no deductible	75% after deductible
MH Outpatient Care	100% after \$15 copayment	75% after deductible
SA Inpatient Alcohol & Drug Detox	100% no deductible	75% after deductible
SA Inpatient Alcohol & Drug Rehab	100% after \$15 copayment	75% after deductible
SA Outpatient Care	100% after \$15 copayment	75% after deductible
TMJ	Not Covered	Not Covered
Cleft Palate	95% after deductible	75% after deductible

**Excludes appliances and devices

***Includes orthodontic treatment

Highmark Blue Cross Blue Shield

95/75 PPO with Rx Benefit Summary – Bombardier Transportation
BLET, Shop Crafts, & Foreman 2013

Group Numbers: 017188-02 BFM 2013 Maryland Group			
Benefit Provision	PPO In-Network	PPO Out-of-Network	
Obesity	Not Covered	Not Covered	
Infertility Diagnosis and treatment of infertility, including surgery and drug therapy. This does not include procedures or services to facilitate a pregnancy, such as, but not limited to, in vitro fertilization, embryo transfer, artificial insemination and immunotherapy for infertility.	95% after deductible	75% after deductible	
Diabetes			
Cosmetic Surgery	95% after deductible	75% after deductible	
Autism	Not Covered	Not Covered	
Prescription Drug	95% after deductible	75% after deductible	
Network	Premier		
Soft Coded: Mandatory Generic prescription drug coverage encourages the use of generic drugs by filling a prescription with a generic drug, where available and appropriate, at the generic copy. If you choose to purchase a brand-name drug over the generic drug when the generic drug is available and appropriate, you will incur higher out-of-pocket costs. You will be required to pay the brand copy plus the difference in cost between the brand and generic if a generic equivalent is available (up to the cost of the brand name drug).	Mandatory Generic	Not Covered	
Petail	\$5 Generic \$25 Brand \$45 Brand Non-formulary (30-day supply)	Not Covered	
Mail Order	\$10 Generic \$50 Brand \$90 Brand Non-formulary (90-day supply)		

Appendix C – Dental Plan – United Concordia

Dental Benefits Summary for Bombardier Agreement Positions - MARC

Effective Date: May 1, 2013

Network: Advantage Plus

Benefit Category ¹	CONCORDIA FLEX PLAN	
	In-Network ²	Non-Network ²
Class I – Diagnostic/Preventive Services		
Exams	100%	100%
Bitewing X-rays		
All Other X-rays		
Cleanings & Fluoride Treatments		
Sealants		
Space Maintainers	100%	100%
Palliative Treatment		
Class II – Basic Services		
Basic Restorative (Fillings)	80%	80%
Simple Extractions		
Repairs of Crowns, Inlays, Onlays, Bridges & Dentures		
Endodontics		
Nonsurgical Periodontics		
Surgical Periodontics		
Complex Oral Surgery		
General Anesthesia		
Class III – Major Services		
Implants	50%	50%
Inlays, Onlays, Crowns		
Prosthetics (Bridges, Dentures)		
Orthodontics for dependent children to age 19		
Diagnostic, Active, Retention Treatment	50%	50%
Maximums & Deductibles (applies to the combination of services received from network and non-network dentists)		
Annual Program Deductible (per person/per family)	\$50/\$100 Excludes Class I & Orthodontics	
Annual Program Maximum (per person)	\$1,500 Excludes Class I & Orthodontics	
Lifetime Orthodontic Maximum (per person)	\$1,000	

1. Unmarried dependent children covered to age 19. Unmarried dependent students covered to age 25.

2. Reimbursement is based on our schedule of maximum allowable charges (MACs). Network dentists agree to accept our allowances as payment in full for covered services. Non-network dentists may bill the member for any difference between our allowance and their fee (also known as balance billing). United Concordia Dental's standard exclusions and limitations apply.

To verify if your provider participates with this program, please visit our website <http://www.ucci.com/was/ucciweb/clients/bombardier.com> or you may contact the Bombardier Transportation Dedicated Dental Customer Service Unit at 1-866-604-8501.

Appendix D – Vision Coverage

Information about Low Vision Services:

You and your covered dependents are entitled to a comprehensive low vision evaluation once every five years and low vision aids up to the plan maximum. Up to four low-up care visits will be covered during the five year period.

Information about Laser Vision Correction Services:

Davis Vision provides you and your eligible dependents with the opportunity to receive Laser Vision Correction Services at discounts of up to 25% off a participating provider's normal charges, or 5% off any advertised special (please note that some providers have flat fees equivalent to these discounts). Please check the discount available to you with the participating provider. For more information, please visit us at www.davisvision.com or call 1.800.999.5431.

Mail Order Contact Lenses:



Free membership and access to a mail order replacement contact lens service. LENS123® provides a fast and convenient way to purchase replacement contact lenses at significant savings. For more information, please call 1.800.LENS123 (1.800.536.7123) or visit the LENS123® website at www.LENS123.com.

Warranty Information:

One-year eyeglass breakage warranty included at no additional cost. All plan eyeglasses come with a breakage warranty for repair or replacement of the frame and/or lenses for a period of one year from the date of delivery. The warranty applies to all plan covered eyeglasses, i.e. spectacle lenses. Davis Vision Collection frames and national retailer frames (where our Exclusive Collection is not displayed).

Are there any exclusions?

The following items are not covered by this vision program:

- Medical treatment of eye disease or injury.
- Vision therapy.
- Special lens designs or coatings, other than those previously described.
- Replacement of lost eyewear.
- Non-prescription (plano) lenses.
- Contact lenses and eyeglasses in the same benefit cycle.
- Services not performed by licensed personnel.
- Two pairs of eyeglasses in lieu of a bifocal.

For more information, please visit Davis Vision's website at www.davisvision.com or call Davis Vision at 1.800.999.5431 to:

- Learn more about your benefits
- Locate a Davis Vision provider
- Verify eligibility
- Print an enrollment confirmation
- Request an out-of-network provider reimbursement form
- Contact a Member Service Representative

Member Service Representatives

are available:

- Monday through Friday, 8:00 AM to 11:00 PM, Eastern Time
- Saturday, 9:00 AM to 4:00 PM, Eastern Time
- Sunday, 12:00 PM to 4:00 PM, Eastern Time

Participants who use a TTY (Teletypewriter) because of a hearing or speech disability may access TTY services by calling 1-800-523-2847.

Your rights as a patient:

Davis Vision recognizes that all patients have specific rights, including, but not limited to:

- The right to complete information about their healthcare options and consequences.
- The right to participate in all treatment decisions.
- The right to dignity, privacy, confidentiality and non-discrimination.
- The right to complain or appeal any decision.

Patients also have the responsibility:

- To provide complete and accurate information.
- To follow care instructions.

For a complete copy of your Rights and Responsibilities as a Patient or to obtain a copy of Davis Vision's Privacy Practices Notice, please visit Davis Vision's website at www.davisvision.com or call 1.800.999.5431.

*All insured products are underwritten by either HM Life Insurance Company or HM Life Insurance Company of New York.

Davis Vision may operate as Davis Vision Insurance Administrators in California.

Vision Care Plan Benefit Description

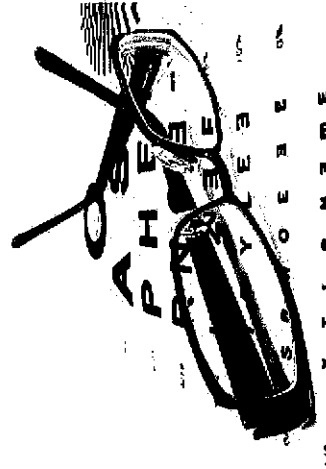
Sponsored by, and administered on behalf of the employees and dependents of

National Railroad Employees

For information prior to enrolling visit Davis Vision's website at www.davisvision.com, select the member option and enter client code XXXX or call 1.877.923.2847 (toll free).

Once enrolled, please visit Davis Vision's website: www.davisvision.com, or call 1.800.999.5431 with questions.

DAVISVISION
SEE LIFE



SP0238 BTXXXX 2/26/13

National Railroad Employees is pleased to provide this information about your vision care plan administered by Davis Vision, Inc., a leading national administrator of vision care programs. Eligibility for vision care benefits is determined by the same rules that apply to your health care benefits.

How do I receive services from a provider in the network?

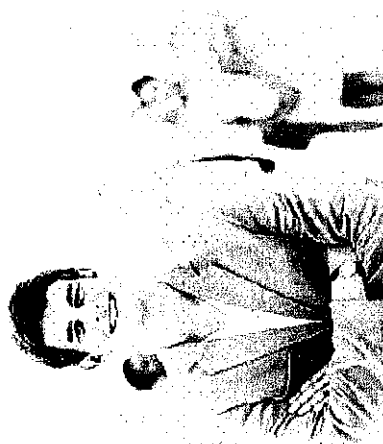
- Call the network provider of your choice and schedule an appointment.
- Identify yourself as a Davis Vision and National Railroad employee or dependent.
- Provide the office with the employee's ID number located on your Davis Vision ID card and the name and date of birth of any covered dependent needing services.

It's that easy! The provider's office will verify your eligibility for services, and claim forms are not required.

Who are the network providers?

They are licensed providers in both private practice and retail locations who are extensively reviewed and credentialled to ensure that stringent standards for quality service are maintained. Please access Davis Vision's website at www.davisvision.com and utilize the "Find a Doctor" feature, or call 1.800.999.5431 to access the Interactive Voice Response (IVR) Unit, which will supply you with the names and addresses of the network providers nearest you.

90% OF YOUR CALLS & CLAIMS ARE
RESOLVED WITHIN 24 HOURS IN THE DAY



What are the plan benefits, frequencies and costs?

EYE EXAMINATIONS

Every 12 months, including dilation as professionally indicated.

In-Network Copayment: \$0

Out-of-Network Copayment: Reimbursed up to \$35

EYEGLASSES

Every 24 months

In-Network Copayment: \$0

You may choose any Fashion or Designer level frame from Davis Vision's Frame Collection, covered in full. Or, if you select another frame in the network provider's office, a \$15 credit, plus a 20% discount* off any overage will be applied. This credit would also apply at retail locations that do not carry the Frame Collection. Members are responsible for the amount over \$15 (less the applicable discount). For more information on lenses, please see "What lenses/coatings are included?"

Out-of-Network.....Reimbursed up to \$35 for frames, up to \$25 for single vision lenses, up to \$40 for bifocals, up to \$40 for progressive addition multifocal lenses, up to \$55 for trifocals, up to \$80 for lenticular (post-cataract) lenses.

CONTACT LENSES

Every 24 months

In-Network Copayment: \$0

In lieu of eyeglasses, you may select contact lenses. Any contact lenses from Davis Vision's Contact Lens Collection will be covered in full per the number indicated below, and your evaluation, fitting and follow up care will also be covered.

Davis Vision Premium Contact Lens Collection (includes evaluation, fitting, follow-up):

Disposable.....Four boxes/multi-packs

Planned Replacement.....Two boxes/multi-packs

In lieu of the Davis Vision contact lenses, members may use their \$105 credit, plus a 15% discount* off any overage toward the provider's own supply of contact lenses. A 15% discount will apply toward the evaluation, fitting and follow-up care. This credit would also apply towards all contact lenses received at participating retail locations.

Medically necessary contact lenses will be covered in full with prior approval.

(CONTACT LENSES continued)

Out-of-Network.....Reimbursed up to \$105 for elective contact lenses, up to \$210 for medically necessary contact lenses with prior approval.

Please note: Contact lenses can be worn by most people. Once the contact lens option is selected and the lenses are fitted, they may not be exchanged for eyeglasses. The Davis Vision collection is available at most participating independent provider locations.

* Discount does not apply at participating Wal-Mart or Sam's Club locations.

What lenses/coatings are included?*

- Plastic single vision, bifocal or trifocal lenses, in any prescription range.
- Overage lenses.
- Post-ataract lenses.
- Tinting of plastic lenses.
- Polycarbonate lenses for dependent children, monocular patients and patients with prescriptions +/- 6.00 diopters or greater.
- Scratch-resistant coating.

Are there any optional frames, lens types or coatings available?*

Yes, you can pay the low, discounted fixed fees indicated (in addition to your basic copayment) and receive these exciting optional items:

- \$25 for a Premier frame from the "Collection".
- \$30 for polycarbonate lenses.
- \$20 for single vision scratch protection plan.
- Multifocal scratch protection plan is \$40.
- \$12 for ultraviolet (UV) coating.
- \$30 for intermediate-vision lenses.
- \$35 for standard ARC (anti-reflective coating).
- Premium ARC is \$48. Ultra ARC is \$60.
- \$75 for polarized lenses.
- \$65 for plastic photosensitive lenses.
- \$55 for high-index (thinner and lighter) lenses.
- \$50 for standard progressive addition multifocal lenses.
- Premium progressive addition multifocal lenses are \$90+*

*These lens options and copays apply to in-network benefits only.

**Progressive addition multifocals can be worn by most people. Conventional bifocals will be supplied at no additional cost for anyone who is unable to adapt to progressive addition lenses; however, the copayment will not be refunded.

When will I receive my eyewear?

Generally, your eyewear will be delivered to your provider from the laboratory within five business days. More delivery time may be needed when out-of-stock frames, anti-reflective coating, specialized prescriptions or a participating provider's frame is selected.

What about out-of-network provider benefits?

You may receive services from an out-of-network provider, although you will receive the greatest value and maximize your benefit dollars if you select a provider who participates in the network. If you choose an out-of-network provider, you must pay the provider directly for all charges and then submit a claim for reimbursement to:

Vision Care Processing Unit
P.O. Box 1525
Latham, NY 12110

Only one claim per service may be submitted for reimbursement each benefit cycle. To request claim forms, please visit the Davis Vision website at www.davisvision.com or call 1.800.999.5431.

May I use the benefit at different times?

You may "split" your benefits by receiving your eye examination and eyeglasses (or contact lenses) on different dates or through different provider locations, if desired. However, complete eyeglasses must be obtained at one time, from one provider. Continuity of care will best be maintained when all available services are obtained at one time from either a network or an out-of-network provider. To maximize your benefit value we recommend that all services be obtained from a network provider.

Appendix E – Early Retirement Medical Coverage and Retiree Life Insurance

2013

Highmark Blue Cross Blue Shield

80/20 PPO with Rx Benefit Summary – Bombardier Transportation

Maryland ERMA RR Union Plan

Group Numbers:

017 166-90 H-46000 Maryland Group

Benefit Provision	PPO In-Network	PPO Out-of-Network
Plan-Wide Provisions		
Plan Year	Calendar	
COB Method	Regular	
COB Investigation	Pay and Pursue	
Timely Filing	One year from end of year following date of service	
State Mandates	No	
Fourth Quarter Carryover	No	
Policy Maximum	Unlimited	
HIPAA Certs	Highmark	
Pre-Existing	No	No
Bi-Directional	No	No
Out-of-Pocket (OOP) Maximum	NA	NA
<i>OOP does not cross accumulate INN to OON and OON to INN</i>		
OOP Excludes Mental Health/Substance Abuse	Yes	Yes
OOP Excludes Copayments	Yes	Yes
OOP Excludes Prescription Drug Expenses	Yes	Yes
OOP Excludes Deductible	No	No
OOP Excludes Amounts Over UCR	Yes	Yes
Coinsurance	80% after deductible	60% after deductible
Deductible – non aggregate	\$100 Individual	\$200 Individual
<i>Applies separately to each covered family member each calendar year</i>		
Inpatient Facility		
Precertification Penalty	None	
Inpatient Hospital Facility Services	80% after deductible	60% after deductible
Skilled Nursing Facility	80% after deductible	60% after deductible
<i>Up to 31 days per year of confinement following each Hospital confinement</i>		
Maternity	80% after deductible	60% after deductible
Maternity for Dependent Daughter	80% after deductible	60% after deductible
Nursery Care <i>(do not apply IP copay and/or IP deductible if one exists)</i>	80% after deductible	60% after deductible
<i>If no state mandates, will group follow Act 81. (Coverage for the first 31 days)</i>		
Yes		
Short term Inpatient Rehabilitation	80% after deductible	60% after deductible

2013

Highmark Blue Cross Blue Shield

**80/20 PPO with Rx Benefit Summary – Bombardier Transportation
Maryland ERMA RR Union Plan**

Group Numbers:

017166-90 M-46000 Maryland Group

Benefit Provision	PPO In-Network	PPO Out-of-Network
Inpatient Occupational Therapy	80% after deductible	60% after deductible
Inpatient Speech Therapy	80% after deductible	60% after deductible
Inpatient Physical Medicine	80% after deductible	60% after deductible
Inpatient Respiratory Therapy	80% after deductible	60% after deductible
Outpatient Facility		
Emergency Room Care (Includes Emergency medical / Emergency Accident)	80% after deductible	
Outpatient Surgery	80% after deductible	60% after deductible
Outpatient Diagnostic	80% after deductible	60% after deductible
Advanced Imaging	80% after deductible	60% after deductible
Standard Imaging	80% after deductible	60% after deductible
Pathology/Lab	80% after deductible	60% after deductible
Diagnostic Medical	80% after deductible	60% after deductible
Allergy Testing	80% after deductible	60% after deductible
Mammograms	80% after deductible	60% after deductible
Pre-Admission Testing	80% after deductible	60% after deductible
Non-Routine Colorectal Cancer Screening (includes colonoscopies, sigmoidoscopies, barium enema, blood occult)	80% after deductible	60% after deductible
Outpatient Occupational Therapy	80% after deductible	60% after deductible
Outpatient Speech Therapy	80% after deductible	60% after deductible
Outpatient Physical Medicine	80% after deductible	60% after deductible
Respiratory Therapy	80% after deductible	60% after deductible
Cardiac Rehabilitation	80% after deductible	60% after deductible
Dialysis	80% after deductible	60% after deductible
Chemotherapy	80% after deductible	60% after deductible
Radiation Therapy	80% after deductible	60% after deductible
Infusion Therapy	80% after deductible	60% after deductible
Clinic	80% after deductible	60% after deductible
Professional Services		
Inpatient Medical Care	80% after deductible	60% after deductible
Skilled Nursing Facility Care	80% after deductible	60% after deductible
Up to 31 days per year of confinement following each Hospital confinement		

2013

Highmark Blue Cross Blue Shield

**80/20 PPO with Rx Benefit Summary – Bombardier Transportation
Maryland ERMA RR Union Plan**

**Group Numbers:
017166-90 M-46000 Maryland Group**

Benefit Provision	PPO In-Network	PPO Out-of-Network
Concurrent Care	80% after deductible	60% after deductible
Consultations (Inpatient)	80% after deductible	60% after deductible
Second Surgical Opinion	80% after deductible	60% after deductible
Voluntary Second Surgical Opinion	80% after deductible	60% after deductible
Emergency Medical / Emergency Accident	100%	
Primary Care Office Visits/Outpatient/Consultations	80% after deductible	60% after deductible
Specialist Office Visits/Outpatient/Consultations	80% after deductible	60% after deductible
Surgery	80% after deductible	60% after deductible
Tubal Ligation / Vasectomy	80% after deductible	60% after deductible
Sterilization Reversal	Not Covered	Not Covered
Transsexual Surgery	Not Covered	Not Covered
Assistant at Surgery	80% after deductible	60% after deductible
Anesthesia	80% after deductible	60% after deductible
Outpatient Diagnostic	80% after deductible	60% after deductible
Advanced Imaging	80% after deductible	60% after deductible
Standard Imaging	80% after deductible	60% after deductible
Pathology/Lab	80% after deductible	60% after deductible
Diagnostic Medical	80% after deductible	60% after deductible
Allergy Testing	80% after deductible	60% after deductible
Mammograms	80% after deductible	60% after deductible
Pre-Admission Testing	80% after deductible	60% after deductible
Non-Routine Colorectal Cancer Screening (includes colonoscopies, sigmoidoscopies, barium enema, blood occult)	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Maternity for Dependent Daughter	80% after deductible	60% after deductible
Newborn Care	80% after deductible	60% after deductible

Bombardier will follow Act 5; Newborn coverage for 31 days

2013

Highmark Blue Cross Blue Shield**80/20 PPO with Rx Benefit Summary – Bombardier Transportation
Maryland ERMA RR Union Plan****Group Numbers:****017168-90 M-48000 Maryland Group**

Benefit Provision	PPO In-Network	PPO Out-of-Network
Occupational Therapy	80% after deductible	60% after deductible
Speech Therapy	80% after deductible	60% after deductible
Physical Medicine	80% after deductible	60% after deductible
Respiratory Therapy	80% after deductible	60% after deductible
Cardiac Rehabilitation Therapy	80% after deductible	60% after deductible
Dialysis	80% after deductible	60% after deductible
Chemotherapy	80% after deductible	60% after deductible
Radiation Therapy	80% after deductible	60% after deductible
Infusion Therapy	80% after deductible	60% after deductible
Spinal Manipulations	80% after deductible	60% after deductible
	Limit: 25 visits per benefit period	
Allergy Injections	80% after deductible	60% after deductible
Allergy Extracts	80% after deductible	60% after deductible
Preventive Care		
Preventive Schedule	Highmark Preventive Schedule	
Routine Physical Exam	100%	60% after deductible
Preventative Diagnostics	100%	60% after deductible
Routine Gynecological Exam	100%	60% after deductible
Routine Pap Smear	100%	60% after deductible
Routine Mammogram	100%	60% after deductible
	Limit: 1 exam per calendar year; Age 40 and over	
Colorectal Cancer Screening (includes colonoscopies, sigmoidoscopies, baitum enema, blood occult)	100%	60% after deductible
Adult Immunizations	100%	60% after deductible
Travel Immunizations	Not Covered	Not Covered
Pediatric Immunizations	100%	60% after deductible
Well Baby Care	100%	Not Covered
Neonatal Circumcision	100% after deductible	Not Covered
Routine Foot Care	Not Covered	Not Covered
Routine Hearing Screening	Not Covered	Not Covered
Hearing Care	Not Covered	Not Covered
Hearing Aid	Not Covered	Not Covered
Hearing Aid Exam	Not Covered	Not Covered

**2013
Highmark Blue Cross Blue Shield**

**80/20 PPO with Rx Benefit Summary – Bombardier Transportation
Maryland ERMA RR Union Plan**

**Group Numbers:
017186-90 M-46000 Maryland Group**

Benefit Provision	PPO In-Network	PPO Out-of-Network
Tinnitus Maskers	Not Covered	Not Covered
Vision Care	Not Covered	Not Covered
Routine Vision Screening	Not Covered	Not Covered
Comprehensive Routine Eye Exam	Not Covered	Not Covered
Eyeglasses/Lenses After Cataract Surgery	80% after deductible	60% after deductible
Eyeglasses/Contacts	Not Covered	Not Covered
Corneal Microsurgery for Vision correction / cosmetic	Not Covered	Not Covered
Routine Dental Care	Not Covered	Not Covered
Other Services		
Ambulance	80% after INN deductible	
Urgent Care Center	80% after deductible	60% after deductible
Bariatric Surgery	80% after deductible	60% after deductible
Durable Medical Equipment	80% after INN deductible	
Prosthetic Devices	90% after INN deductible	
Orthotics	90% after INN deductible	
Home Infusion Therapy	80% after deductible	60% after deductible
Blood / Blood Components	90% after deductible	60% after deductible
Private Duty Nursing	90% after deductible	60% after deductible
Home Health / Visiting Nurse	80% after deductible	60% after deductible
	Limited to 40 out-of-network visits per year	
Hospice	80% after deductible	60% after deductible
Experimental / Investigational	Not Covered	Not Covered
Nicotine Cessation Programs	Not Covered	Not Covered
Elective Abortion	Not Covered	Not Covered
Transplant Services	80% after deductible	60% after deductible
Oral Surgery	80% after deductible	60% after deductible
Impacted Teeth	90% after deductible	60% after deductible
	Limited to: Impacted third molars when partially or totally covered by bone	
Surgery to Mouth	80% after deductible	60% after deductible

2013

Highmark Blue Cross Blue Shield

80/20 PPO with Rx Benefit Summary – Bombardier Transportation
Maryland ERMA RR Union PlanGroup Numbers:
017166-90 M-46000 Maryland Group

Benefit Provision	PPO In-Network	PPO Out-of-Network
	Limited to: Maxillary or Mandibular Frenectomy and Mandibular staples (when not for dentures)	
Mastectomy and Breast Cancer Reconstruction	80% after deductible	60% after deductible
Injections	80% after deductible	60% after deductible
Dental Accident	80% after deductible	60% after deductible
Enteral Formulae	100%	60% after deductible
Prescription Drugs - Contraceptives FDA-approved contraceptive	Generic contraceptives are covered at 100% Tier 2 & Tier 3 requires a copay plus	Not Covered
Insertion / Removal IUDs Devices Depo Provera / Injections	100%	Not Covered
Implantables	100%	Not Covered
Contraceptive Management	Not Covered	Not Covered
Acupuncture	Not Covered	Not Covered
Dean Ornish Program	Yes	Not Covered
Health Education Services	Yes	Not Covered
Blues on Call		Yes
Disease State Management		Yes
Complementary Wellness Discount Program		Yes
Maternity Program		No
Case Management		Yes
Conditions		
MH Inpatient Care	80% after deductible	60% after deductible
MH Outpatient Care **Includes ADD and ADHD	80% after deductible	60% after deductible
SA Inpatient Alcohol & Drug Detox	80% after deductible	60% after deductible
SA Inpatient Alcohol & Drug Rehab	80% after deductible	60% after deductible
SA Outpatient Care	80% after deductible	60% after deductible
TMJ **Excludes appliances and devices	Not Covered	Not Covered
Cleft Palate **Includes orthodontic treatment	80% after deductible	60% after deductible

Appendix G – Number of positions authorized to be established by BTS (rest days to be confirmed)

BTS CRAFT BY LOCATION									
	0700 - 1500	0700 - 1500	0700 - 1500	1500 - 2300	1500 - 2300	1500 - 2300	2300 - 0700	2300 - 0700	2300 - 0700
	Rest Fri./Sat.	Rest Sat./Sun.	Rest Sun./Mon.	Rest Fri./Sat.	Rest Sat./Sun.	Rest Sun./Mon.	Rest Fri./Sat.	Rest Sat./Sun.	Rest Sun./Mon.
BALTIMORE									
Please make 7 choices, rank in the bid selection row. Place a number one (1) being your first choice, seven (7) being your last choice.									
TOTAL MACHINIST POSITIONS	1	4	1	1		1	1		1
BID SELECTION									
BRUNSWICK									
Please make 4 choices, rank in the bid selection row. Place a number one (1) being your first choice, four (4) being your last choice.									
TOTAL MACHINIST POSITIONS					1		1		
BID SELECTION									
MARTINSBURG									
TOTAL MACHINIST POSITIONS					1		1		
BID SELECTION									

**MEMORANDUM OF AGREEMENT BETWEEN BOMBARDIER TRANSPORTATION
SERVICES USA CORPORATION AND
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS;**

April 23, 2013

Andrew W. Sandberg
General Chairman
International Association of Machinists
And Aerospace Workers
710 South Illinois Ave.
Oak Ridge, TN 37830

Dear Mr. Sandberg,

This confirms our understanding regarding our Agreement on the below topics as of this date.

Additional Work

In the case where Bombardier Transportation Services USA Corporation (hereinafter "BTS") is awarded additional work by the Maryland Transit Administration. BTS agrees to meet and discuss with the Union General Chairmen or National Representatives.

Personal Leave Days

CSXT employees that joined BTS on June 1, 2013 will be entitled to one personal day to be taken before December 31, 2013. Starting on January 1, 2014 these employees will be entitled to two personal days with the conditions below:

RULE 22 – Personal Leave Days

Section 1

A maximum of two days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982, shall be entitled to one day of personal leave in subsequent calendar years.

Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1, 1982 shall be entitled to two days of personal leave in subsequent calendar years.

Section 2

(a) Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employee to their Supervisor. However, such days may be taken only when consistent with the requirements of BTS's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.

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

(c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. BTS shall have the option to fill or not fill the position of an employee who is

absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. BTS will have the right to distribute work on a position vacated among other employees covered by the agreement with the organization signatory hereto.

(d) When personal leave days are taken either immediately preceding or following a holiday, the work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day is considered as the qualifying day for holiday purposes.

Continuation of Health and Welfare Coverage

For those CSXT Machinists employees who transfer employment to BTS effective June 1, 2013, BTS will ensure coverage for Health and Welfare, Vision and Dental as of July 1, 2013. If CSXT does not continue their coverage through June 30, 2013 as expected, then BTS will provide such.

Me Too Clause

This will confirm our understanding that conditions negotiated with another organization more favorable will be extended to employees covered by this Agreement.

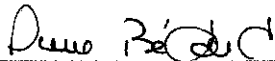
Transportation

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

Collective Agreements

BTS will attempt to have a new Collective Bargaining Agreement, with revised articles inserted and-printed within six (6) months from date of this agreement.

Please acknowledge our Agreement by signing the spaces below:



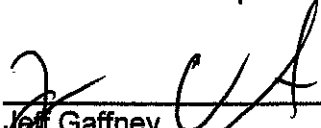
Pierre Bedard
Human Resources Director
Bombardier Transportation



Andrew W. Sandberg
General Chairman
International Association of Machinists
And Aerospace Workers



Debra Lees
Human Resources Manager US
Bombardier Transportation



Jeff Gaffney
Fleet Maintenance Manager
Bombardier Transportation

April 27, 2018

BOMBARDIER

TRANSPORTATION
Bombardier Transportation Services
USA Corporation
3700 Koppers Street, Suite 120
Baltimore, MD 21227, United States
Tel +1 410-525-1381
Fax +1 410-525-1934
www.bombardier.com

Mr. Joshua Hartford
General Chairman, IAMAW
184 Tuttle Road
Canaan, ME 04924

Side Letter #5

In order to comply with the Maryland Healthy Working Families Act, effective February 11, 2018, the Parties agree to the following change to Appendix Vacation Agreement:

All new employees with less than one (1) qualifying year will be entitled to a minimum of five (5) vacation days.

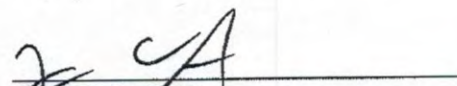
Employees will still be eligible to earn one (1) day for every completed calendar month (20 days) of service worked to a maximum of ten (10) days.

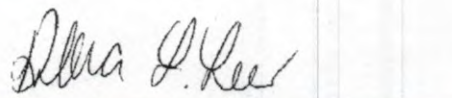
If the Parties are agreeable, please indicate your concurrence by affixing your signature below.

For the International Association of Machinist and Aerospace Workers:


Joshua Hartford
General Chairman

For Bombardier Transportation Services USA Corporation:


Jeffrey Gaffney
Site General Manager
MARC Operations & Maintenance


Debra Lees
Senior Manager
Human Resources & Labor Relations – US

April 13, 2018

BOMBARDIER

TRANSPORTATION

Bombardier Transportation Services
USA Corporation
3700 Koppers Street, Suite 120
Baltimore, MD 21227, United States
Tel +1 410-525-1381
Fax +1 410-525-1934
www.bombardier.com

Brotherhood Railway Carmen Division,
International Association of Machinists and
Aerospace Workers,
International Brotherhood of Electrical
Workers,

Side Letter #6

In order to comply with the Maryland Healthy Working Families Act, effective February 11, 2018, the Parties agree to the following change to Rule 15 ½, Section 4 – Sickness Benefits, paragraph (c):

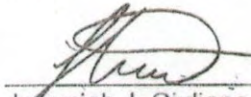
All sick days not taken during a calendar year will be paid at 100% of the basic rate of the position to which assigned.

If the Parties are agreeable, please indicate your concurrence by affixing your signature below.

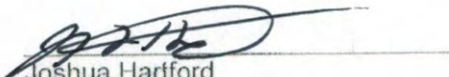
For the B & O Joint Council of General Chairmen:



Donald Grissom
General Vice President and
National Representative
Brotherhood of Railway Carmen Division



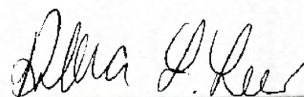
Jeremiah J. Giuliano
General Chairman
System Council No. 9, IBEW
International Brotherhood of Electrical Workers



Joshua Hartford
General Chairman
International Association of Machinist and
Aerospace Workers

For Bombardier Transportation Services USA Corporation:


Jeffrey Gaffney
Site General Manager
MARC Operations & Maintenance


Debra Lees
Senior Manager
Human Resources & Labor Relations – US

April 27, 2018

BOMBARDIER

TRANSPORTATION
Bombardier Transportation Services
USA Corporation
3700 Koppers Street, Suite 120
Baltimore, MD 21227, United States
Tel +1 410-525-1381
Fax +1 410-525-1934
www.bombardier.com

Brotherhood Railway Carmen Division,
International Association of Machinists and
Aerospace Workers,
International Brotherhood of Electrical
Workers

Side Letter #7

In order to comply with the Maryland Healthy Working Families Act, effective February 11, 2018, the Parties agree to the following change to Appendix Vacation Agreement:

All new employees with less than one (1) qualifying year will be entitled to a minimum of five (5) vacation days.

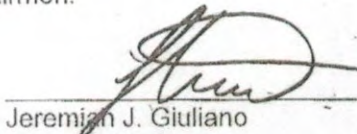
Employees will still be eligible to earn one (1) day for every completed calendar month (20 days) of service worked to a maximum of ten (10) days.

If the Parties are agreeable, please indicate your concurrence by affixing your signature below.

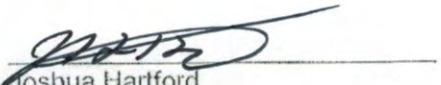
For the B & O Joint Council of General Chairmen:



Donald Grissom
General Vice President and
National Representative
Brotherhood of Railway Carmen Division



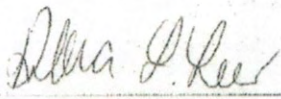
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