

**COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN
BOMBARDIER TRANSPORTATION SERVICES USA CORPORATION
AND
SYSTEM COUNCIL NO. 9,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

Scope of work	3
Rule 1 – Hours of Service.....	3
Rule 2 – Assignment of Shifts	5
Rule 3 – Lunch Period	5
Rule 4 – Overtime Payment and Distribution.....	5
Rule 5 – Overtime – Calls and Continuous Service.....	8
Rule 6 - Holidays	8
Rule 7 - Changing Shifts.....	10
Rule 8 - Road Service Hourly	11
Rule 9 – Emergency Service – Road	11
Rule 10 – Transportation	11
Rule 11 – Filling Vacancies.....	11
Rule 12 - Promotion to Foreman.....	12
Rule 13 - Transfer Rule	13
Rule 14 – Use of Furloughed Employees, Other Points.....	14
Rule 15 - Absence from Work	14
Rule 16 – Return from Absence	16
Rule 17 - Physical Examinations.....	16
Rule 18 – Representation	17
Rule 19 – Faithful Service.....	18
Rule 20 – Attending Court	18
Rule 21 – Jury Duty (<i>Article III, September 2, 1969 National Agreement, as amended</i>)	18
Rule 22 – Bereavement Leave (<i>Article – December 6, 1978 National Agreement</i>)	18
Rule 23 - Personal Leave Days.....	19
Rule 24 - Paying Off	20
Rule 25 - Reduction in Forces.....	20
Rule 26 - Relief Work, Furloughed Employees.....	25
Rule 27 - Seniority	25
Rule 28 - Bulletin Rule.....	26

Rule 29 - Claims or Grievances	28
Rule 30 - Discipline	30
Rule 31 - Assignment of Work, Outlying Points	33
Rule 32 - Lead Electrical Workers	33
Rule 33 – Rates of Pay	34
Rule 34 - Conditions of Shop	35
Rule 35 - Tools.....	35
Rule 36 - Competent Help.....	35
Rule 37 - Personal Injuries	35
Rule 38 – Bulletin Boards	35
Rule 39 - Protection of Employees	36
Rule 40 - Electricians' Qualifications.....	36
Rule 41 - Classification of Work	36
Rule 42 - Repairs and Dead Work	37
Rule 43 - Welding.....	37
Rule 44 - Insurance	37
Rule 45 - Probationary Period	37
Rule 46 – Distribution of Rule Books	37
Rule 47 - Gender Clause.....	37
Rule 48 - General	37
Rule 49 - Effective Agreements.....	38
Savings Clause	38
APPENDIX I- VACATIONS.....	40
APPENDIX II- UNION SHOP AGREEMENT	45
APPENDIX III - DUES DEDUCTION AGREEMENT	49
APPENDIX IV - INCIDENTAL WORKRULE	54
APPENDIX V - PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES	55
APPENDIX VI - JURISDICTIONAL DISPUTE PROCEDURE	58
APPENDIX VII - AGREEMENT OF SEPTEMBER 25, 1964, AS AMENDED	59
APPENDIX VIII - MASTER TRANSFER AGREEMENT (MTA) AGREEMENT.....	73
APPENDIX IX - APPRENTICE AGREEMENT	80

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 function including the Riverside/Baltimore, Brunswick, and Martinsburg sites related to the MARC Third Party Operations and Maintenance Service Contract.

Rule 1-Hour of Service

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

A. DAYLIGHT SAVING 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.

B. ESTABLISHMENT OF SHORTER WORKWEEK:

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

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

(2) FIVE-DAY POSITIONS - On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

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

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

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

Assignments for regular relief positions may on different days include different starting times, duties and work

locations for employees of the same class in the same seniority point or district, provided they take the starting times, duties and work locations of the employee or employees whom they are relieving.

(6) **DEVIATIONFROMMONDAY-FRIDAYWEEK**-If in positions or work extending over a period of five days per week, an operational problem arises which the carrier contends cannot be met under the provisions of paragraph (2) of this rule, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, if the parties fail to agree thereon, and the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the rules agreement.

(7) **NON-CONSECUTIVE REST DAYS** - The typical workweek is to be one with two consecutive days off and it is the carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (3), (4) and (5), the following procedures shall be used:

- (a) All possible regular relief positions shall be established pursuant to paragraph (5) of this rule.
- (b) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
- (c) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods. The parties adopt this as a principle. To implement its accomplishment, initially local officers and the local chairman will endeavor to agree where it should be done.
- (d) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
- (e) If the foregoing does not solve the problem, then some of the relief employees may be given non- consecutive rest days.
- (f) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off
- (g) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.
- (h) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five days a week.

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

(9) **BEGINNING OF WORKWEEK** - The term "workweek" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work and for unassigned employees shall mean a period of seven consecutive days starting with Monday.

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

Rule2—Assignment of Shifts

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

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

(c) Where three shifts are employed, the starting time of the first shift shall be governed by paragraph (a) of this rule, and the starting time of each of the other shifts shall be regulated accordingly. Each shift shall consist of eight consecutive hours including an allowance of 20 minutes for lunch within the limits of the fifth hour, except as mutually agreed otherwise.

(d) It is expected that employees are ready to begin and end their shifts on time. Employees will be provided a grace period for clocking in and out of three (3) minutes. Employees who clock in late for their shift shall have their daily hours reduced by the number of minutes they clock in late.

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

Rule3—Lunch Period

Employees required to work during, or any part of, the lunch period shall receive pay for the length of the lunch period regularly taken at point employed at straight time and will be allowed necessary time to procure lunch (not to exceed 30 minutes) without loss of time. This does not apply where employees are allowed the 20 minutes for lunch without deduction therefore.

Rule4—Overtime Payment and Distribution

PAYMENT OF OVERTIME

(a) All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved, except as may be provided in the 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 of 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 c(1) above, 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 the respect to paying third shift employees for holiday service:

(1) Pay third shift which begins at the close of the second shift, on the day preceding a holiday, pro rate time for time worked;

(2) Pay third shift which begins at close of second shift, on 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 not 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).

(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) If there is not a sufficient number of employees to volunteer for overtime work, 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 BTS may force the most junior qualified employee on duty to work the overtime. Should the most junior employee already be working overtime, or for sufficient reason is unable to work, BTS may force the next junior employee accordingly. BTS will follow this process of moving to the next junior employee until the assignment is filled. This would occur only if the overtime call board is exhausted.

(g) 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.

(h) It is understood that past practice will continue with respect to calling men for overtime, except as mutually agreed otherwise.

(i) An employee filling a supervisory position must return to work as an Electrical Worker and work one shift before being eligible for calls from the Electrical Workers' overtime list.

(j) For the purpose of establishing a uniform practice of making Electrical Workers 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 offer-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.

NOTE: A vacation day in the 24-hour period commencing at the starting time of the employee's regular shift.

(k) 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 hours. Time so worked will not be accounted for in the overtime record.

Rule 5 - Overtime - Calls and Continuous Service

(a) For continuous service after regular working hours, employees will be paid time and one half on the actual minute basis. For 40 minutes or less continuous service after bulletin hours, one hour straight time will be allowed.

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

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

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

- *This paragraph means that an employee called or required to report for work, and reporting, will be allowed a minimum of four hours pay at straight time for two hours and 40 minutes service, or less, from time called. Included in the two hours and 40 minutes there shall be the time necessary for the employee called to present himself for duty, but in no case shall this allowance exceed one hour.*

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

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

Rule 6 - Holidays

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

New Year's Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

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

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

(2) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at

the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rate 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 BTS 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 BTS 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 BTS is credited; or
- (ii) Such employee is available for service.

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

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

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

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

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

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

(f) Existing rules and practices there under governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby, except that under no circumstances will an employee be allowed, in addition

to his holiday pay, more than one time and one-half payment for service performed by him on a holiday.

NOTE: *This provision does not supersede provision of the individual collective agreements that require payments of double time for holidays under specified conditions.*

(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) 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.

Understanding: *Holidays which fall on Saturday will be observed on Saturday. Holidays which fall on Sunday will be observed on the following Monday, with the exception of Christmas Eve and New Year's Eve when they fall on a Sunday. The holidays of Christmas Eve and New Year's Eve are to be observed the day before the holidays for Christmas Day and New Year's Day as observed by the State and Nation.*

Therefore, when Christmas Day and New Year's Day fall on Sunday and are observed on Monday, the Christmas Eve and New Year's Eve holidays will each be observed on the preceding Sunday. Example:

Saturday, December 24 - No Holiday Pay

Sunday, December 25 - Christmas Eve Holiday Pay

Monday, December 26 - Christmas Holiday Pay

Saturday, December 31 - No Holiday Pay

Sunday, January 1 – New Year's Eve Holiday Pay

Monday, January 2 – New Year's Day Holiday Pay

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

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

Rule 7 - Changing Shifts

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

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

(Interpretation of Rule 7)

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

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

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

Rule 8 - Road Service Hourly

(a) Employees assigned to road work whose tour of duty is regular and who leave and return to home station daily shall be paid continuous time from the 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.

(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 actual expenses comparable to all other BTS employees including management.

Rule 9 - Emergency Service - Road

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

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

Rule 10 – Transportation

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

Rule 11 - Filling Vacancies

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

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

Rule 12 - Promotion to Foreman

(a) When selecting contract foreman, employees will be given consideration for promotion, and if selection is made from employees, proficiency and seniority will govern BTS to be the judge of proficiency. It is the policy of BTS 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 BTS 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 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 IBEW shall be required to maintain their IBEW 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 IBEW 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:

(a) Involuntary return:

1. The supervisor or official must exercise seniority to an Electrical Worker Craft position within ten days from the date he last worked in a supervisory or official position. Failure to do so will result in forfeiture of his seniority.

2. The supervisor or official who is exercising seniority to an Electrical Worker Craft position must, within the ten day period referred to in Section (1) above, give notice of his intention to exercise seniority to an Electrical Worker Craft position in time to permit giving the Electrical Worker Craft employee who stands to be affected five working days' notice that he will be reduced to furlough status as a result of the returning supervisor exercising seniority.

(b) Voluntary return:

A supervisory or official employee who voluntarily returns to his former Electrical Worker Craft will only be permitted to take whatever open position may be available to which his seniority entitles him; or, if no opening exists, may displace the junior employee of his class.

FILLING TEMPORARY FOREMAN VACANCIES

- (a) Should an employee be assigned temporarily to fill the place of a foreman, he will be paid his own rate – straight-time rate for straight time hours and overtime rate for overtime hours – if greater than the foreman's rate; if it is not, he will get the foreman's rate. Said positions shall be filled only by mechanics of the respective craft in their departments.
- (b) Employees who are assigned to fill the places of foremen will work the same number of hours as the foremen work, or may ordinarily be called upon to work, and it is understood that the employees' basic day will start at the hour of the foremen's starting time, and it is further understood that any time worked after the close of the first eight hours, plus the meal period, if any, after the foremen's starting time will be paid for under the overtime rule.
- (c) An employee assigned temporarily to fill the place of a foreman will take the regularly assigned relief days of the foreman whose place he is assigned to fill. For one so assigned and paid his own rate under this rule and understandings, overtime rates will apply on the foreman's regular relief days, if worked. For one so assigned and paid the foreman's rate, time worked on the foreman's regular relief days will be compensated for under the applicable Supervisors' Agreement.

Rule 13 - Transfer Rule

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

- (a) An employee desiring to transfer to another point under this rule will secure transfer form which constitutes part of this rule from his supervisor and handle as indicated on the form.
- (b) No employee will be transferred under this rule unless his services can be spared. If such an employee cannot be spared, he shall be so advised, with copy to the General Chairman of the craft; but he shall be given opportunity to transfer when he can be spared, if and when there is a vacancy at the point to which he 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 14 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 found in this Rule 13 not properly completed will be returned to the employee if possible.

Rule 14-Use of Furloughed Employees, Other Points

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

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

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

(c) It is understood that this procedure fully meets the requirements with respect to giving furloughed employees preference for employment at other than their home point. Should it develop that, through error or oversight on either side, an improper assignment has been made, such improper assignment may, if brought up within 60 days, be handled for correction in accordance with the rules for handling grievances, but it is agreed that no claim for pay for services not rendered will be made or entertained as result of such error.

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

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

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

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

Rule 15 - Absence from Work

(a) 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 BTS and the General Chairman. 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 Brotherhood of Electrical Workers or promoted to official positions with BTS, 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 unavoidable 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 proof to substantiate the excuse.

(2) Employees absent 15 calendar days for any reason without permission or proper notification as required here in will forfeit all seniority and be removed from service. If the employee or the General Chairman 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

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

Rule 16 - Return from Absence

- (a) An employee returning from written leave of absence, absence due to illness or injury, or vacation may:
- (1) return to the last regularly assigned position held provided it has not been abolished, or senior employee has not exercised displacement rights thereon; or
 - (2) exercise seniority rights on any position bulletined during such absence, it being understood that an employee working any part of the bulletin period will not be eligible to exercise seniority under this section; or
 - (3) exercise seniority rights over junior employee provided his last regularly assigned position has been abolished or is occupied by a senior employee as a result of exercising displacement rights thereon.
- The employee will exercise his choice (as prescribed in 1, 2, or 3) within 24 hours after return to work from such absence.
- (b) Employees displaced by employees returning from absences covered by this Rule and employees subsequently displaced will, without expense to the Carrier, exercise their seniority pursuant to Rule 28.
- (c) This Rule will not apply to employees returning to positions covered by this Agreement under Rule 12.

Rule 17 - 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 BTS 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. BTS 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 BTS, it will be promptly arranged for by BTS at BTS 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 BTS 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 BTS, actual necessary expenses will be allowed.

(d) A physically disqualified employee will be notified by BTS's doctor in writing of the specific disqualifying conditions.

When an employee protests his removal from service because of physical disqualification by BTS, the case will be handled as follows:

(1) The employee or his representative will file direct with BTS'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 BTS's 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 on 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 BTS's doctor, and each of them may make such representation to the neutral as is felt pertinent to his examination and opinion. BTS'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 BTS's doctor and BTS's Highest Designated Office. 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 BTS doctor provided good and sufficient reasons therefore are presented in writing to BTS's Highest Designated Officer. If such consideration is given, BTS doctor's decision will be final and binding.

(5) BTS 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 BTS.

(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 BTS 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 BTS's continued right to require physical examinations at any time it has sufficient reason to believe there has been a change in an employee's physical condition or that his ability to safely perform his normal duties is impaired.

Rule 18- Representation

The Carrier will in no way discriminate against employees or any committee of employees who are, from time to time, selected to represent their craft. Local and general committees will be granted leave of absence when selected to represent other employees.

Rule 19 - Faithful Service

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

Rule 20 - Attending Court

When attending court as witnesses for the Carrier, employees will receive a minimum of eight hours time each week day, and eight hours at rate and one-half for Saturdays, Sundays and holidays; either at home station, away from home or traveling. Time and one-half will be paid for traveling during overtime hours when lodging is not provided by the Carrier. Actual expenses will be allowed when away from home station, and necessary expenses will be allowed when at home. When necessary, the Carrier will furnish transportation, and will be entitled to certificates for witness fees in all cases.

Rule 21 - Jury Duty *(Article III, September 2, 1969 National Agreement, as amended)*

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

- (1) An employee must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day on which the employee is entitled to vacation or holiday pay.
- (4) When an employee is excused from railroad service account of jury duty, the carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- (5) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days on which jury duty:
 - (a) ends within four hours of the start of his assignment; or
 - (b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.
- (6) On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

Rule 22 - Bereavement Leave *(Article - December 6, 1978 National Agreement)*

(a) Bereavement leave, not in excess of three calendar days, following the date of death, will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent, grandchildren, grandparents, stepchildren, stepparents and stepsiblings. In such cases a minimum basic day's pay at the rate of the last service rendered will be

allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

(b) Agreed upon Interpretations:

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

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

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

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

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

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

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

A-3: A maximum of two days.

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

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

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

A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, or stepparents or stepchildren. However, the Rule is applicable to a family relationship covered by the Rule through the legal adoption process.

Rule 23 - Personal Leave Days

Section 1:

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

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

Section 2:

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

- (a) 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.
- (b) 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 3:

- (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.

Rule 24 - Paying Off

- (a) Employees will be paid by direct deposit into a bank or credit union account of their choice. Deposits will be made prior to business hours every other Friday.
- (b) Should the regular Friday pay day fall on a holiday, employees will be paid on the preceding Thursday.
- (c) When there is a shortage of one day's pay or more, if requested, a direct deposit will be issued to cover the shortage within 48 hours, otherwise the shortage will be carried over to the next pay period.
- (d) Employees leaving the service of BTS will be given a paycheck as promptly as possible. Any remaining payouts upon leaving the service will be included within the next two pay periods.
- (e) For employees sent out on the line of road to do work, expense accounts will need to be submitted immediately after the trip and will be processed according to BTS expense reimbursement processes (payment is made bi-weekly).

Rule 25 - Reduction in Forces

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

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

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

(1) The employee will be sent a recall letter via CERTIFIED MAIL – RETURN RECEIPT REQUESTED to the last address on file with BTS, with a 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 recall 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) (1) Rules, agreements or practices, however established, that require advance notice to employees before temporarily abolished 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 in paragraph (2) below, provided that such conditions result in suspension of a BTS'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 BTS's operations in whole or in part is due to a labor dispute between said BTS and any of its employees.

(f) 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 BTS's representatives or the employee's representatives.

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

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

Location _____

Date _____

TO ALL CONCERNED:

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

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

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

Supervisor In Charge

SAMPLE RECALL LETTER
(MAIL IN DUPLICATE)

.....

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

(Location)

(Date)

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

Dear Mr./Ms. (NAME OF EMPLOYEE)

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

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

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

Very truly yours,

(Recalling Officer)

.....

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

(Signature of Employee)

(Date)

cc: Local Chairman

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

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

(Location)

(Date)

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

Dear Mr./Ms. (NAME OF EMPLOYEE)

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

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

Very truly yours,

(Recalling Officer)

.....
cc: Local Chairman
General Chairman

Rule 26-Relief Work, Furloughed Employees

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

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

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

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

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

Understanding

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

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

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

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

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

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

Rule 27 - Seniority

(a) The seniority of employees covered by this agreement shall be confined to the point or district employed in the Mechanical and Engineering Departments and all other Departments of this Carrier where work under this Agreement is performed.

Electricians, helpers, apprentices and promoted apprentices shall have separate seniority rosters.

(b) Seniority will begin on the first date of compensated service, subject to the provisions of Appendix IX (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 13 and 14 for a vacancy or new position existing at the time the new employee is hired.

(c) New hires establishing seniority on the same date shall be ranked as follows:

1. Earlier hire date shall be ranked senior;
2. Most previous service with the Carrier shall be ranked senior;
3. Employee with earlier birth date shall be ranked senior.

(d) 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 maybe 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.

Rule 28 - Bulletin Rule

Section 1:

(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.

(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.

STANDARD FORM TO BE USED WHEN BULLETINING POSITIONS PER RULE 28

BULLETIN NO. _____

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

The following position is hereby advertised for bids.

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

Bids will be received from _____ to _____, inclusive.

Title of Position _____

Location and Shift _____

Days of Assignment _____

Permanent or Temporary _____

Rate of Pay _____

Work consists in general of _____

(Signed) _____

(Supervisor in Charge)

Section 2:

All employees will complete a standing application to be kept on file with BTS. 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 BTS or due to increased operations, BTS will consider the standing applications on file at the time that the vacancy occurs.

If there is no applicant within the specific classification, BTS 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.

BTS 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.

BTS 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 BTS may decide to administer a new test to the employee.

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

Rule 29 - Claims or Grievances

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

(b) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of BTS 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 30)). Should any such claim or grievance be disallowed, BTS 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 BTS 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 BTS 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 BTS designated for that purpose.

(d) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and decision by BTS, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by BTS 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 here in 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 instated within 9 months of the date of the decision of the highest designated officer of BTS.

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

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

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

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

Rule 30 - Discipline

Section A - General Requirements

(a) No employee will be disciplined without a fair hearing by a designated officer of BTS. 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.

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

NOTE: Neither Rule 29 or Rule 30 attempt to obligate BTS 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 BTS.

(c) 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:

When attending as a witness for the Carrier, employees will receive a minimum of eight hours time each weekday, and eight hours at rate and one-half for Saturdays, Sundays, and holidays; either at home station, away from home or traveling. Time and one-half will be paid for traveling during overtime hours when lodging is not provided by the Carrier. Actual expenses will be allowed when away from home station, and necessary expenses will be allowed when at home. When necessary, the Carrier will furnish transportation, and will be entitled to certificates for witness fees in all cases.

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

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

(f) Decisions by BTS'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 BTS officer is so notified.

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

Section B - Formal Investigation

1. 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 BTS 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) BTS 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 BTS intends to have in attendance at the hearing. The Carrier shall provide the Organization with all evidence, documents and statements that the Carrier will be using in the hearing/investigation forty-eight (48) hours prior to the hearing/investigation. The employee or the employee's duly authorized representative may bring to the attention of the responsible BTS official the name or names of other witnesses who may provide material facts.

(d) The notice shall inform each employee so notified 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 BTS official, either personally, through or with 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 acknowledgement of responsibility, the disposition shall be reduced to writing and signed by the employee and the official involved and shall incorporate 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 – General Requirements 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 BTS who may be assisted by other officers.

(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 – Formal Investigation, Item 1(b), or the decision is not rendered with 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 employee's 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.

2. It is recognized that BTS is responsible for insuring that an accurate transcript of the investigation is made. However, this will not preclude the use of a voice recorder or 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 – Formal Investigation, Item 1(c), who are directed by BTS 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 BTS is not acceptable to the employee, the General Chairman may appeal the decision directly to the highest designated officer of BTS 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.

An employee who is suspended or dismissed from service and is thereafter awarded full back pay for all time lost as a result of such suspension or dismissal will be covered under the Health and Welfare Benefit Plan as if he or she had not been suspended or dismissed in the first place.

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, other 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.

Section G – 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 BTS or passes away;
- (b) If an employee is discharged for just causes 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.

Rule31—Assignment of Work,Outlying Points

A. ASSIGNMENT OF WORK (From Article III of September 25, 1964 National Agreement, as amended)

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

If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General Chairmen of the Organizations affected. Any disputes over the application of this Rule shall be handled under the provision of Rule 29.

B. WORK AT OUTLYING POINTS (From Article IV of September 25, 1964 National Agreement, as amended)

At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follow: At the request of the General Chairman of any craft, the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by Agreement, it shall be handled under the provisions of Rule 29 and pending the disposition of the dispute, the Carrier may proceed with or continue its designation.

Rule 32 - Lead Electrical Workers

(a) Lead workmen maybe assigned, in addition to performing the regular work of their gang, to take the lead and assign and direct work of other members of the gang. For the performance of such lead workmen will be paid a differential, as defined in Rule 33(b)(1)(a), above the minimum rate paid mechanics in their gangs.

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

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

Rule 33 – Rates of Pay

(a) The minimum and other rates of pay are those agreed to in conference between representative of the Carrier and the representative of IBEW employees, in conformity with the provisions of the Railway Labor Act, as amended.

(b) Skill Differentials:

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

a. Existing differentials paid to Electrical Workers for performing lead mechanic work shall be increased to 50 cents per hour effective February 1, 1994.

b. Existing differentials paid to Electrical Workers for performing federal inspector or welding work shall be increased to 25 cents per hour effective February 1, 1994.

c. Effective July 1, 2003, a differential of 50 cents per hour shall be paid to Electrical Workers with bulletined positions as classroom instructors.

(2) Electrical Workers directly engaged in performing work on energized high voltage alternating current utility transmission or distribution lines shall receive a differential of 85 cents per hour for each hour actually spent performing such work. For the purposes of this paragraph, such high voltage lines shall mean those carrying in excess of 2400 volts.

(3) When performing the above work set forth in Sections 1 and 2 for four hours or less in anyone day, covered employees will be paid the differential on an hourly basis with a minimum of one hour; for more than four hours in anyone day, the differential will apply for that day.

(4) There shall be no compounding or pyramiding of these differentials. Any existing differentials for the above listed work that exceed the amounts specified shall be preserved. The parties recognize and agree that this Article is limited solely to the matter of skill differentials and this Article and any actions pursuant to it will not be used by either party in any manner with respect to the interpretation or application of any rule or practice.

(c) CDL Differential: Effective July 1, 2003, Electrical Workers, including promoted apprentices, who hold a bulletined position requiring a CDL License, shall receive a differential of 30 cents per hour above the minimum rate paid to Electrical Workers. There will be no compounding or pyramiding of differentials.

(d) Rate Progression (Article III of December 18, 1987 National Agreement): Electrician Helpers entering service shall be paid as follows for all service performed within the first 1220 days of actual service:

(1) For the first 244 days of service, such employees shall be paid 75% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

(2) For the second 244 days of service, such employees shall be paid 80% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

(3) For the third 244 days of service, such employees shall be paid 85% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

(4) For the fourth 244 days of service, such employees shall be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

(5) For the fifth 244 days of service, such employees shall be paid 95% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

NOTE: An employee will be credited with a "day of service" if he or she performs at least four hours of compensated service.

(6) When an employee has completed a total of 1220 days of service in any shop craft position (or combination thereof) or acquires full journeyman's status this Rule shall no longer be applicable. Employees who have had a shop craft employment relationship with the carrier and are rehired in a shop craft position shall have such previous service credited toward meeting this requirement.

Rule 34 - Conditions of Shop

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

Rule 35 - Tools

- (a) Carrier will furnish all necessary tools required in the performance of the job.
- (b) Upon completion of BTS Safety Training employees will; be provided with a Safety Boot Voucher in the amount of \$150.00 per employee, this boot amount is available only once per year.
- (c) Bi-annually, employees may be reimbursed for the cost of safety prescription glasses up to \$150. The Carrier will provide uniforms for each employee.

Rule 36 - Competent Help

All Electrical Workers will be furnished sufficient competent help.

Rule 37 - Personal Injuries

- (a) Employees injured while at work will not be required to make accident reports before given medical attention. Medical attention will be given as quickly as possible. Employees will make accident report as early as practicable and will not be required to sign release pending settlement of the case. Claims for personal injuries maybe handled with the Risk Management Department.
- (b) Employees injured while on duty and who are required to visit the doctor during working hours may do so without loss of time.

Rule 38 - Bulletin Boards

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

Rule39–Protection of Employees

- (a) Work on engines or cars outside of shops during inclement weather will be limited to actual necessity and then only if shop room or pits are not available. This does not apply to work in engine cabs or emergency work on engines or cabs set out for or attached to trains.
- (b) When it is necessary to make repairs to locomotives they shall be cleaned before mechanics are required to work on same.
- (c) All acetylene or electric welding or cutting will be protected by a suitable screen when its use is required.
- (d) Sufficient blowers and suction fans will be installed to take fumes out of shops.
- (e) No employee will be required to work under locomotive or car without being protected by proper signals, which will not be removed except by men who place same. Where the nature of the work to be done requires it, locomotives and passenger cars will be placed over a pit, if available.
- (f) The management, with the cooperation of employees, will keep shops and yards in a clean and sanitary condition and all machinery and tools in a safe and working condition.
- (g) Men engaged in the handling of storage batteries and mixing acid must be provided with acid-proof rubber gloves, hip boots and aprons.
- (h) Steam or water will not be blown off from locomotives in shops to the extent that it will interfere with or inconvenience employees when possible to avoid it.

Rule40-Electricians' Qualifications

Any person who has served an apprenticeship or has had four years' practical experience in electrical work and who, by his skill and experience, is competent to execute same to a successful conclusion within a reasonable time shall constitute an Electrician.

Rule41 -Classification of Work

- (a) Electricians' work shall consist of maintaining, repairing, rebuilding, inspecting and installing the electrical wiring of generators, switchboards, meters, motors and controls, rheostats and controls, static and rotary transformers, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries, axle lighting equipment, inside telegraph and telephone equipment, electric clocks and electric lighting fixtures; winding armatures, fields, magnet coils, rotors, transformers and starting compensators; inside and outside wiring at shops, buildings, yards, and on structures and all conduit work in connection therewith, steam and electric locomotives, passenger train and motor cars, electric tractors and trucks; include cable splicers, high-tension power house and substation operators and high tension linemen; electrical work in connection with automatic train control; cutting, fitting, installing and repairing all conduits, moulding, ducts and cables for the conveying and protecting of wire carrying electric energy, except passenger car moulding; and the removal and replacement of shafts of axle lighting generators.
- (b) Generator attendants, motor attendants (not including water service motors), and substation attendants who start, stop, oil and keep their equipment clean and change and adjust brushes for the proper running of their equipment, power switchboard operators and coal pier dumpers in connection with loading and unloading vessels.

Rule 42 - Repairs and Dead Work

- (a) Electricians assigned to running repairs shall not be required to work on dead work at points where dead work forces are maintained except when there is not sufficient running repairs to keep them busy.
- (b) Dead work forces will not be assigned to perform running repair work, except when the regularly assigned running repair forces are unable to get engines out in time to prevent delay to train movement.

Rule 43 - Welding

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

Rule 44 - Insurance

Agreements covering health and welfare, life and Supplemental Sickness Benefits will remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act.

Rule 45 - 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 applicable Rule.

Rule 46 - Distribution of Rule Books

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

Rule 47 - Gender Clause

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

Rule 48 - General

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

Rule 49 - Effective Agreements

Agreements in effect prior to the effective date of this Rule 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 January 1, 2020 unless otherwise indicated, and shall continue in effect unless and until changed in the manner prescribed by the Railway Labor Act, as amended.

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.

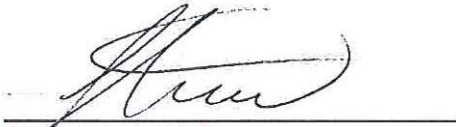
EFFECTIVE DATE

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

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

Signed this 21st day of January 2021 to officially enact this document as the Collective Bargaining Agreement between the following parties:

For the International Brotherhood of Electrical Workers:

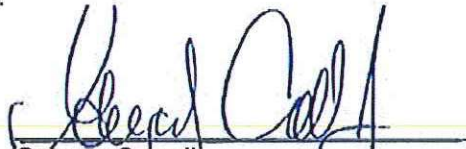


Jeremiah J. Giuliano
General Chairman
System Council No. 9

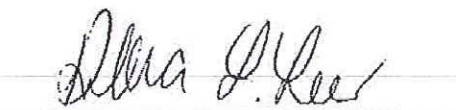
For Bombardier Transportation Services USA Corporation:



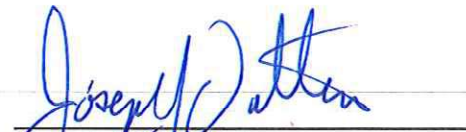
Robert Young
Head of Operations & Maintenance
Services, North America



George Carroll
Site General Manager
MARC Operations & Maintenance



Debra Lees
Senior Manager
Human Resources & Labor Relations – US



Joseph Dotterweich
Chief Mechanical Officer
MARC Operations & Maintenance

APPENDIX I-VACATIONS
(December 17, 1941 National Agreement, as amended)

Section 1

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

Article 1

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

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

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

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

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

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

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

Agreement.

(h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum often (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

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

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

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

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

Article 2.

An employee's vacation period will not be extended by reason of any of the eleven recognized holidays enumerated in Rule 6, or any day which by agreement has been substituted or is observed in place of any of those eleven holidays, or any holiday which by local agreement has been substituted therefore, falling within his vacation period.

Article 3.

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

Article 4.

(a) Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations. The local committee of each Organization signatory hereto and the Representatives of the Carrier will cooperate in assigning vacation dates.

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

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

Article 5.

Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given affected employee. If a carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation the allowance hereinafter provided. Such employee shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

Article 6.

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

Article 7.

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

- (a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the Carrier for such assignment.
- (b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this Agreement.
- (c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this Agreement.
- (d) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.
- (e) An employee not covered by Sections (a), (b), (c), or (d) of this Article will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

Article 8.

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

Article 9.

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

Article 10.

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

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

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

Article 11.

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

Article 12.

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

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

(c) A person other than a regularly assigned relief employee temporarily hired solely for, vacation relief purposes will not establish seniority rights unless so used more so than 60 days in a calendar year. If a person so hired under

the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing Agreements.

Article 13.

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

Article 14.

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

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

Appendix Vacation Agreement

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

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

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

APPENDIX II - UNION SHOP AGREEMENT

Section 1

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

Section 2

(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their classification and who are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this Agreement so long as they remain furloughed or absent as herein provided, but they may do so at their option.

Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such Agreements, be required to become and remain members of the Organization representing their classification within thirty-five calendar days from date of their return to such service.

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

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

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

Section 3

Nothing in this Agreement shall require an employee to become or to remain a member of the Organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

Section 4

(a) Each employee covered by the provisions of this Agreement shall be considered by the BTS to have met the requirements of the Agreement unless and until the BTS is advised to the contrary in writing by the Organization. The Organization will notify BTS in writing in duplicate by Registered Mail or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this Agreement and who the Organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by BTS and the Organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, BTS will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered Mail or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given to the Organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this Agreement, shall within a period of ten calendar days from the date of receipt of such notice, request BTS in writing by Registered Mail or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request, BTS shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given to the employee in writing with copy to the Organization, by Registered Mail or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A Representative of the Organization shall attend and participate in the hearing. The receipt by BTS of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of BTS is rendered. In the event the employee concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty calendar days from receipt of the above described notice from the Organization, unless the Carrier and the Organization agree otherwise in writing.

(b) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with terms of this Agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the Organization shall be promptly advised thereof in writing by Registered Mail or Certified Mail, Return Receipt Requested. If the decision is that the employee has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the Organization agree otherwise in writing. If the decision is not satisfactory to the employee or to the Organization it may be appealed in writing, by Registered Mail or Certified Mail, Return Receipt Requested, directly to the Highest Officer of the Carrier designated to handle appeals under this Agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the Organization shall be promptly advised thereof in writing by Registered Mail or Certified Mail, Return Receipt Requested. If the decision on such appeal is that the employee has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 4(c) below. Any request for selection of neutral person as provided in Section 4(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this Agreement the Organization or the employee involved requests such highest officer in writing by Registered Mail or Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this Agreement or his designated Representative, the Chief Executive

of the Organization or his designated Representative, and the employee involved or his Representative. If they are unable to agree upon the selection of a neutral person, anyone of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the employee, and the Organization shall be promptly advised thereof in writing by Registered Mail or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Organization and the employee.

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

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

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

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

Section 5

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

Section 6

An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this Agreement, or whose employment is extended under Section 5 shall have no time or money claims by reason thereof. If the final determination under Section 4 of this Agreement is that an employee's seniority and employment in a classification shall be terminated, no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or noncompliance with any part of this Agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 5, or while such determination may be stayed in a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other Agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with this Agreement or upon an alleged violation, misapplication or non-compliance with any provision of this Agreement. If the final

determination under Section 4 of this Agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Agreement.

Section 7

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

Section 8

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

Section 9

The Carrier party to this Agreement shall periodically deduct from the wages of employees subject to this Agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such Organization, and shall pay the amount so deducted to such officer of the Organization as the Organization shall designate; provided, however, that the requirements of this section shall not be effective with respect to any individual employee until he shall have furnished the Carrier with a written assignment to the Organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this Agreement, whichever occurs sooner.

APPENDIX III - DUES DEDUCTION AGREEMENT

In accordance with the provisions of Article II of National Agreement signed at Washington, D.C. on May 10, 1973, the following Agreement is entered into effective April 1, 1974, between Bombardier Transportation, hereinafter referred to as "Carrier", and employees of said Carrier represented by the International Brotherhood of Electrical Workers, hereinafter referred to as "Brotherhood." This agreement, known as the "DEDUCTION AGREEMENT", Witnesseth:

1. It is agreed that the Carrier will, in accordance with and subject to the terms and conditions of this Deduction Agreement, deduct from the wages due to each employee represented by the Brotherhood, from whom it receives a valid written wage assignment described in Paragraph 2, an amount each month, during the continuance in effect of his assignment, which shall be equal to the aggregate of the amounts to be paid by such employee to the Brotherhood for initiation fees, issues and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such Brotherhood. Brotherhood insurance premiums may be included in the said amount.
2. No such deductions as fixed by Paragraph 1 shall be made from the wages of an employee until after execution by the employee and delivery by the Brotherhood to the Carrier of a written wage assignment in the manner and form hereinafter provided in Attachment "A", which is made a part hereof, it being an assignment of the amount of such initiation fees, dues, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such Brotherhood. Where the employee carries Brotherhood insurance the insurance premiums may be included in such assignment. The wage assignment shall be revocable after the expiration of one (1) year from the date of its execution and the revocation shall be executed on a form identical with that appearing in Attachment "B", which is made a part hereof. Assignment, revocation and deduction list forms are to be furnished by the Brotherhood, without expense to Carrier, in the form designated by Carrier. The Carrier shall have no responsibility or obligation whatsoever in connection with the procurement and the execution of such forms by employees and the Brotherhood shall arrange for the delivery of the executed forms to the Carrier. The necessary assignment and revocation forms shall be delivered, with the deduction list hereinafter provided for, to the Carrier not later than the 15th day of the month in which the deduction, or termination of deduction, is to be made effective by the Carrier.
3. (a) Deductions as provided for herein will be made by the Carrier in accordance with deduction lists furnished to it by the Brotherhood. Such lists shall be furnished to the Carrier on or before the 15th day of the month in which the specified earnings are to be subject to the deductions listed thereon, by delivery to the payroll making office designated by the Carrier, and each such list shall be in the form and shall contain the information specified in Attachment "C", which is made a part hereof. The secretary of each Lodge shall furnish to the Carrier also the name of the Financial Secretary authorized to sign the deduction list of each Lodge, together with three (3) original signatures of each of them and advise promptly in the event of change. Such deduction lists shall not be subject to revision or change after delivery to the Carrier, nor shall any deductions as herein provided for be made except on the basis of such deduction lists.

(b) After the initial list has been submitted on Attachment "C", together with Attachments "A", subsequent monthly deductions will be based on the initial Attachment "C". Any changes from the initial statement, such as additions, change in amount of deduction and/or deletions, must be shown on Attachment "C" form and furnished to Carrier on or before the 15th day of the month in which the change is to be made. In the case of deletions, Attachment "B", properly executed, must be attached. Dues deduction amounts may not be changed more often than once every three (3) months.
4. The amounts contained in said deduction lists for individual employees shall, wherever possible remain the same from one payroll period to the next. In cases where the amounts shown for individual employees are changed, the Brotherhood shall indicate this fact by a suitable symbol opposite the name of the employees involved. No deduction will be made for any employee for whom an entry on the deduction list is incomplete, illegible, or otherwise doubtful.

Entries for individual employees may be considered incomplete unless the list contains the information required as specified in Attachment "C", which is made a part hereof.

5. (a) Deductions as provided for herein will be made by the Carrier only from wages due to employees for work during the "A" payroll period of the calendar months, and the Carrier will remit by check to the Brotherhood the total of such deductions. Such remittance check shall be made out to and mailed to the Financial Secretary of the Brotherhood on or before the 25th day of the succeeding month. The Carrier will furnish uniform alphabetical deduction lists (in triplicate) for each local unit each month showing the employee's name, Social Security or payroll identification number and the amount of union dues deducted from the pay of each employee.

(b) No deductions will be accumulated or carried over from month to month for any reasons whatsoever by the Carrier. In the event of any error by the Carrier in the amount of its remittance to the Brotherhood, if such error is not otherwise adjusted prior to the dispatch of the remittance the following month, the Carrier will be permitted to adjust the amount of succeeding remittances to correct the error.

(c) In the event of any excess or shortage in said deduction for an individual employee, said excess or shortage will be subject to adjustment by the Brotherhood and the individual employee.

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

- (a) Amounts due the Carrier by the individual
- (b) Federal, State and Municipal taxes
- (c) Other deductions required by law, such as garnishments and attachments
- (d) Premiums on any life insurance, hospital-surgical insurance
- (e) Group accident or health insurance, or group annuities

7. Responsibility of Carrier under this agreement shall be limited to remitting to the Brotherhood amounts actually deducted from wages of the employees pursuant to this agreement, and the Carrier shall not be responsible to any employee for making deductions specified on a deduction list or for failure to do so. Any question arising as to the correctness of the amount listed and deducted shall be handled between the employee involved and the Brotherhood unless the Carrier, recognizing a mathematical mistake by it, elects to make direct adjustment pursuant to the second paragraph of Paragraph 5 above.

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

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

10 In the event of any change in the representation of any craft or class of employees covered by the deduction lists submitted under this agreement, the said agreement shall automatically terminate as to such employees from the date that the official notification is received from the National Mediation Board of such change. Except as specified in the preceding paragraph, this agreement shall remain in full force and effect until changed as provided in the Railway Labor Act.

**WAGE ASSIGNMENT
ATTACHMENT "A"**

UNION:
RAILROAD:

AUTHORIZATION

EMPLOYEE NO.
LAST NAME
FIRST NAME
INITIAL DEDUCTION CODE

TO: DIRECTOR PAYROLL ACCOUNTING – BOMBARDIER TRANSPORTATION

I hereby assign to _ that part of my wages necessary to pay initiation (Union) fees, monthly dues and assessments, including insurance premiums, but not including fees and penalties as reported to the Company by the Financial Secretary per Deduction Agreement of _

I hereby authorize the Company to deduct from my wages such sums and to pay them over to the Financial Secretary of _(Union)

Date -----
Local No.
Signature _

This authorization may be revoked after 1 year upon execution of Attachment "B". This form must be delivered to Carrier no later than the 15th day of the month in which deduction is to begin.

**WAGE ASSIGNMENT
ATTACHMENT "B"**

UNION:
RAILROAD:

AUTHORIZATION

EMPLOYEE NO.
LAST NAME
FIRST NAME
INITIAL DEDUCTION CODE

TO: DIRECTOR PAYROLL ACCOUNTING - BOMBARDIER TRANSPORTATION

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

Date
Local No.
Signature _

This form must be delivered to Carrier not later than the 15th of the month in which revocation is to be made effective by the Carrier.

APPENDIX IV - INCIDENTAL WORKRULE
(Article V of November 27, 1991 National Agreement)

Section 1

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

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

"In addition to the above, simple tasks may be assigned to any craft employee capable of performing them for a maximum of two hours per shift. Such hours are not to be considered when determining what constitutes a 'preponderant part of the assignment.' "If there is a dispute as to whether or not work comprises a 'preponderant part' of a work assignment the carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment. If it does, a claim will be honored by the carrier for the actual time at pro rata rates required to perform the incidental work."

Section 2

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

APPENDIX V - PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

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

(a) Covered Conditions

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

- (1) deadheading under orders; or
- (2) being transported at Carrier expense.

(b) Payments to be Made

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

(1) Accidental Death or Dismemberment

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

Loss of Life \$150,000

Loss of Both Hands \$150,000 Loss of Both Feet \$150,000

Loss of Sight of Both Eyes \$150,000

Loss of One Hand and One Foot \$150,000

Loss of One Hand and Sight of One Eye \$150,000 Loss of One Foot and Sight of One Eye \$150,000

Loss of One Hand or One Foot or Sight of One Eye \$75,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight. No more than \$150,000 will be paid under this paragraph to anyone employee or his personal representative as a result of anyone accident.

(2) Medical and Hospital Care

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

(3) Time Loss

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

(4) Aggregate Limit

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

(c) Payment in Case of Accidental Death

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

(d) Exclusions

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

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

(e) Offset

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

(f) Subrogation

The Carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the Carrier has made payments pursuant to this Article. The payments provided for above will be made, as above provided, for covered accidents on or after January 1, 1972. It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of October 7, 1971, (Employee or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

Savings Clause

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

APPENDIX VI -JURISDICTIONAL DISPUTE PROCEDURE

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

APPENDIX VII - AGREEMENT OF SEPTEMBER 25, 1964, AS AMENDED

ARTICLE I - EMPLOYEE PROTECTION

Section 1

The purpose of this rule is to afford protective benefits for employees who are displaced or deprived of employment as a result of changes in the operations of the carrier due to the causes listed in Section 2 hereof, and, subject to the provisions of this Agreement, the carrier has and may exercise the right to introduce technological and operational changes except where such changes are clearly barred by existing rules or agreements. Any job protection agreement which is now in effect on a particular railroad which is deemed by the authorized employee representatives to be more favorable than this Article with respect to a transaction such as those referred to in Section 2 hereof, maybe preserved as to such transaction by the representatives so notifying the carrier within thirty days from the date of receipt of notice of such transaction, and the provisions of this Article will not apply with respect to such transaction.

None of the provisions of this Article shall apply to any transactions subject to approval by the Interstate Commerce Commission, if the approval order of the Commission contains equal or more favorable employee protection provisions, or to any transactions covered by the Washington Job Protection Agreement.

Section 2

The protective benefits of the Washington Job Protection Agreement of May 1936, shall be applicable, as more specifically outlined below, with respect to employees who are deprived of employment or placed in a worse position with respect to compensation and rules governing working conditions as a result of any of the following changes in the operations of this individual carrier:

- a. Transfer of work;
- b. Abandonment, discontinuance for 6 months or more, or consolidation of facilities or services or portions thereof;
- c. Contracting out of work;
- d. Lease or purchase of equipment or component parts thereof, the installation, operation, servicing or repairing of which is to be performed by the lessor or seller;
- e. Voluntary or involuntary discontinuance of contracts;
- f. Technological changes; and,
- g. Trade-in or repurchase of equipment or unit exchange.

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to work due to disability or discipline, or failure to obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements, or reductions in forces due to seasonal requirements, the layoff of temporary employees or a decline in a carrier's business, or for any other reasons not covered by Section 2 hereof. In any dispute over whether an employee is deprived of employment or placed in a worse position with respect to his compensation and rules governing "working conditions due to causes listed in Section 2 hereof or whether it is due to the causes listed in Section 3 hereof, the burden of proof shall be on the carrier.

Section 4

The carrier shall give at least sixty (60) days (ninety (90) days in cases that will require a change of employee's residence) written notice of the abolition of jobs as a result of changes in operations for any of the reasons set forth in Section 2 hereof: by posting a notice on bulletin boards convenient to the interested employees and by sending certified mail notice to the General Chairmen of such interested employees. Such notice shall contain a full and

adequate statement of the proposed changes in operations, including an estimate of the number of employees of each class affected by the intended changes, and a full disclosure of all facts and circumstances bearing on the proposed discontinuance of positions. The date and place of a conference between representatives of the carrier and the General Chairman or his representative, at his option, to discuss the manner in which and the extent to which employees may be affected by the changes involved, shall be agreed upon within ten (10) days after the receipt of said notice, and conference shall commence within thirty (30) days from the date of such notice.

Section 5

Any employee who is continued in service, but who is placed, as a result of a change in operations for any of the reasons set forth in Section 2 hereof, in a worse position with respect to compensation and rules governing working conditions, shall be accorded the benefits set forth in Section 6(a), (b and (c) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 6(a). No employee of any of the carriers involved in a particular coordination who is continued in service shall, for a period not exceeding five years following the effective date of such coordination, be placed, as a result of such coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such coordination so long as he is unable in the normal exercise of his seniority rights under existing agreements, rules and practices to obtain a position producing compensation equal to or exceeding the compensation of the position held by him at the time of the particular coordination, except however, that if he fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position which he elects to decline.

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

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

Section 6

Any employee who is deprived of employment as a result of a change in operations for any of the reasons set forth in Section 2 hereof shall be accorded a monthly dismissal allowance in accordance with the terms and conditions set forth in Section 7(a) through 7(d) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 7 (a). Any employee of any of the carriers participating in a particular coordination who is deprived of employment as a result of said coordination shall be accorded an allowance (hereinafter termed a coordination allowance), based on length of service, which (except in the case of an employee with less than one year of service) shall be a monthly allowance equivalent in each instance to sixty per cent (60%) of the average monthly

compensation of the employee in question during the last twelve months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the coordination. This coordination allowance will be made to each eligible employee while unemployed by his home road or in the coordinated operation during a period beginning at the date he is first deprived of employment as a result of the coordination and extending in each instance for a length of time determined and limited by the following schedule:

<u>Length of Service</u>	<u>Period of Payment</u>
1 Yr. and less than 2 Yrs.	6 months
2 Yrs. and less than 3 Yrs.	12 months
3 Yrs. and less than 5 yrs.	18 months
5 yrs. and less than 10 yrs.	36 months
10 yrs. and less than 15 yrs.	48 months
15 yrs. and over	60 months

"In the case of an employee with less than one year of service, the total coordination allowance shall be a lump sum payment in an amount equivalent to sixty (60) days pay at the straight time daily rate of the last position held by him at the time he is deprived of employment as a result of the coordination."

“(b) For the purposes of this agreement the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization he will be given credit for performing service while so engaged on leave of absence from the service of a carrier."

(c) An employee shall be regarded as deprived of his employment and entitled to a coordination allowance in the following cases:

1. When the position which he holds on his home road is abolished as result of coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the coordinated operation, or
2. When the position he holds on his home road is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of said coordination, or by other employees, brought about as a proximate consequence of the coordination, and if he is unable by the exercise of his seniority rights to secure another position on his home road or a position in the coordinate operation.

"(d) An employee shall not be regarded as deprived of employment in case of his resignation, death, retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally, dismissal for justifiable cause in accordance with the rules, or furloughed because of reduction in forces due to seasonal requirements of the service; nor shall any employee be regarded as deprived of employment as the result of a particular coordination who is not deprived of his employment within three years from the effective date of said coordination.

"(e) Each employee receiving a coordination allowance shall keep the employer informed of his address and the name and address of any other person by whom he may be regularly employed.

"(f) The coordination allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished while he is absent from service, he will be entitled to the coordination allowance when he is available for service. The employee temporarily filling said position at the time it was

abolished will be given a coordination allowance on the basis of said position until the regular employee is available for service and thereafter shall revert to his previous status and will be given a coordination allowance accordingly if any is due.

"(g) An employee receiving a coordination allowance shall be subject to call to return to service after being notified in accordance with the working agreement, and such employee may be required to return to the service of the employing carrier for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, if his return does not infringe upon the employment rights of other employees under the working agreement.

"(h) If an employee who is receiving a coordination allowance returns to service the coordination allowance shall cease while he is so re-employed and the period of time during which he is so re-employed shall be deducted from the total period for which he is entitled to receive a coordination allowance. During the time of such reemployment however he shall be entitled to protection in accordance with the provisions of Section 6.

"(i) If an employee who is receiving a coordination allowance obtains railroad employment (other than with his home road or in the coordination operation) his coordination allowance shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his coordination allowance is based; provided this shall not apply to employees with less than one year's service.

"(j) A coordination allowance shall cease prior to the expiration of its prescribed period in the event of:

1. Failure without good cause to return to service in accordance with working agreement after being notified of position for which he is eligible and as provided in paragraphs (g) and (h).
2. Resignation.
3. Death.
4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally.
5. Dismissal for justifiable cause."

Section 7

Any employee eligible to receive a monthly dismissal allowance under Section 6 hereof may, at his option at the time he becomes eligible, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the provisions of Section 9 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 9. Any employee eligible to receive a coordination allowance under Section 7 hereof may, at his option at the time of coordination, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the following schedule:

<u>Length of Service</u>	<u>Separation Allowance</u>
1 Yr. and less than 2 Yrs.	3 months' pay
2 Yrs. and less than 3 Yrs.	6 months' pay
3 Yrs. and less than 5 yrs.	9 months' pay
5 yrs. and less than 10 yrs.	12 months' pay
10 yrs. and less than 15 yrs.	12 months' pay
15 yrs. and over	12 months' pay

"In the case of employees with less than one year's service, five days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum.

"(a) Length of service shall be computed as provided in Section 7.

"(b) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination. "

Section 8

Any employee affected by a change in operations for any of the reasons set forth in Section 2 hereof shall not be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of the carrier, inactive service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Section 9

Any employee who is retained in the service of the carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 10 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 10 (a) Any employee who is retained in the service of any carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the carrier responsible and the organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred."

"(b) If any such employee is furloughed within three years after changing his point of employment as a result of coordination and elects to move his place of residence back to his original point of employment, the carrier shall assume the expense of moving his household and other personal effects under the conditions imposed in paragraph (a) of this section.

"(c) Except to the extent provided in paragraph (b) changes in place of residence subsequent to the initial changes caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section."

Section 10

Any employee who is retained in the service of the carrier, or who is later restored to service after being eligible to

receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 11 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 11 (a). The following provisions shall apply, to the extent they are applicable in each instance, to any employee who is retained in the service of any of the carriers involved in a particular coordination (or who is later restored to such service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as a result of such coordination and is therefore required to move his place of residence:

"1. If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the coordination to be unaffected thereby. The employing carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.

2. If the employee is under a contract to purchase his home, the employing carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract. "

3. If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing carrier shall protect him from all loss and cost in securing the cancellation of his said lease. N

“(b) Changes in place of residence subsequent to the initial change caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this Section.

“(c) No claim for loss shall be paid under the provisions of this section which is not presented within three years after the effective date of the coordination.

"(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner:

One to be selected by the representatives of the employees and the carrier, respectively; these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party."

Section 11

When positions are abolished as a result of changes in the carrier's operations for any of the reasons set forth in Section 2 hereof, and all or part of the work of the abolished positions is transferred to another location or locations, the selection and assignment of forces to perform the work in question shall be provided for by agreement of the General Chairman of the craft or crafts involved and the carrier establishing provisions appropriate for application in the particular case; provided however, that under the terms of the agreement sufficient employees will be required to accept employment within their classification so as to insure a force adequate to meet the carrier's requirements. In the event of failure to reach such agreement, the dispute may be submitted by either party for settlement as hereinafter provided.

Section 12

Any dispute with respect to the interpretation or application of the foregoing provisions of Sections 1 through 11 of this Article (except as defined in Section 10) with respect to job protection, including disputes as to whether a change in the carrier's operations is caused by one of the reasons set forth in Section 2 hereof, or is due to causes set forth in Section 3 hereof, and disputes as to the protective benefits to which an employee or employees may be entitled, shall be handled as hereinafter provided.

ARTICLE II - SUBCONTRACTING

The work set forth in the classification of work rules of the crafts parties to the Imposed Agreement or, in the scope rule if there is no classification of work rule, and all other work historically performed and generally recognized as work of the crafts pursuant to such classification of work rules or scope rules where applicable, will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article II. The maintenance and repair of equipment which has been historically (not necessarily exclusively) maintained and repaired by a carrier's own employees, no matter how purchased or made available to the carrier, shall not be contracted out by the carrier except in the manner specified. In determining whether work falls within either of the preceding sentences, the practices at the facility involved will govern.

Section 1 - Applicable Criteria

Subcontracting of work, including unit exchange, will be done only when genuinely unavoidable because (1) managerial skills are not available on the property but this criterion is not intended to permit subcontracting on the ground that there are not available a sufficient number of supervisory personnel possessing the skills normally held by such personnel; or (2) skilled manpower is not available on the property from active or furloughed employees; or (3) essential equipment is not available on the property; or (4) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or (5) such work cannot be performed by the carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed and provided further that if work which is being performed by railroad employees in a railroad facility is subcontracted under this criterion, no employees regularly assigned at that facility at the time of the subcontracting will be furloughed as a result of such subcontracting. Unit exchange as used herein means the trading in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts. As to the purchase of component parts which a carrier had been manufacturing to a significant extent, such purchases will be subject to the terms and conditions of this Article II.

Section 2 - Advance Notice - Submission of Data - Conference

If the carrier decides that in the light of the criteria specified above it is necessary to subcontract work of a type currently performed by the employees, it shall give the General Chairman of the craft or crafts involved notice of intent to contract out and the reasons there for, together with supporting data sufficient to enable the General Chairman to determine whether the contract is consistent with the criteria set forth above.

Advance notice shall not be required concerning minor transactions. A minor transaction is defined for purposes of notice

as an item of repair requiring eight man-hours or less to perform (unless the parties agree on a different definition) and which occurs at a location where mechanics of the affected craft, specialized equipment, spare units or parts are not available or cannot be made available within a reasonable time.

The General Chairman or his designated representative will notify the carrier within ten days from the postmarked date of the notice of any desire to discuss the proposed action. Upon receipt of such notice the carrier shall give such representative of the organization at least ten days' advance notice of a conference to discuss the proposed action.

If no agreement is reached at the conference following the notification, either party may submit a demand for an expedited arbitration within five working days of the conference. Except in emergencies, the carrier shall not consummate a binding subcontract until the expedited procedures have been implemented and the arbitrator has determined that the subcontract is permissible, unless the parties agree otherwise. For the purpose, an "emergency" means an unforeseen combination of circumstances, or the resulting state, which calls for prompt or immediate action involving safety of the public, employees, and carriers' property or avoidance of unnecessary delay to carriers' operations.

Section 3 - Request for Information When No Advance Notice Given

If the General Chairman of a craft requests the reasons and supporting data for the subcontracting of work for which no notice of intent has been given, in order to determine whether the contract is consistent with the criteria set forth above, such information shall be furnished him promptly. If a conference is requested by the General Chairman or his designated representative, it shall be arranged at a mutually acceptable time and place. Any dispute as to whether the contract is consistent with the criteria set forth in Section 1 may be processed to a conclusion as hereinafter provided.

Disputes concerning a carrier's alleged failure to provide notice of intent or to provide sufficient supporting data in a timely manner in order that the general chairman may reasonably determine whether the criteria for subcontracting have been met, also may be submitted to a member of the arbitration panel, but not necessarily on an expedited basis. In the event the parties are unable to agree on a schedule for resolving such a dispute, the arbitrator shall establish the schedule.

Section 4 - Establishment of Subcontracting Expedited Arbitration Panels

The parties shall establish expedited panels of neutral arbitrators at strategic locations throughout the United States, either by carrier or region. Each such panel shall have exclusive jurisdiction of disputes on the carrier's system or in the applicable geographical region, as the case may be, under the provisions of Article II, Subcontracting, as amended by this Imposed Agreement. The members of each of those panels shall hear cases or a group of cases on a rotating basis. Arbitrators appointed to said panels shall serve for terms of two years provided they adhere to the prescribed time requirements concerning their responsibilities. These arbitrators shall be compensated for their services directly by the parties.

Section 5 - Consist

Six neutral arbitrators shall be selected for each subcontracting expedited arbitration panel, unless the parties shall agree to a different number.

Section 6 - Location

Hearing and other meetings of arbitrators from the subcontracting expedited arbitration panels shall be at strategic locations.

Section 7 - Referees

If the parties are unable to agree on the selection of all of the arbitrators making up a panel within 30 days from the date the parties establish a panel of neutral arbitrators, the NMB shall be requested to supply a list of 12 arbitrators within 5 days after the receipt of such request. By alternate striking of names, the parties shall reduce the list to six arbitrators who shall constitute the panel. Neither party shall oppose or make any objection to the NMB concerning a request for such a panel.

Section 8 - Filling Vacancies

Vacancies for subcontracting expedited arbitration panels shall be filled by following the same procedures as contained in Section 7 above.

Section 9 - Content of Presentations

The arbitrator shall not consider any evidence not exchanged by the parties at least 48 hours before the commencement of the hearing. Other rules governing the scope and content of the presentations to the Panels shall be established by further agreement of the parties or by the arbitrator if the parties fail to reach an agreement.

Section 10 - Procedure at Board Meetings

Upon receipt of a demand under Section 2 of this Article, the arbitrator shall schedule a hearing within three working days and conduct a hearing within five working days thereafter. The arbitrator shall conclude the hearing not more than 48 hours after it has commenced. The arbitrator shall issue an oral or written decision within two working days of the conclusion of the hearing. An oral decision shall be supplemented by a written one within two weeks of the conclusion of the hearing unless the parties waive that time requirement. Any of these time limits may be extended by mutual agreement of the parties. Procedural rules governing the record and hearings before the Panels shall be determined by further agreement of the parties or by the arbitrator if the parties fail to reach an agreement.

Section 11 - Remedy

(a) If there is a claim for wage loss on behalf of a named claimant, arising out of an alleged violation of this Article, which is sustained, the arbitrator's decision shall not exceed wage loss and other benefits necessary to make the employee whole.

(b) If the arbitrator finds that the carrier violated the advance notice requirements of Section 1 [in non-emergency situations], the arbitrator shall award an amount equal to that produced by multiplying 50% of the an-hours billed by the contractor by the weighted average of the straight-time hourly rates of pay of the employees of the carrier who would have done the work, provided however that where the carrier is found to have both failed to consult and wrongfully contracted out work, the multiplier shall be 10% rather than 50%. The amounts awarded in accordance with this paragraph shall be divided equally among the claimants, or otherwise distributed upon an equitable basis, as determined by the arbitrator.

Section 12 - Final and Binding Character

Decisions of the Board shall be final and binding upon the parties to the dispute. In the event an Award is in favor of an employee or employees, it shall specify a date on or before which there shall be compliance with the Award. In the event an Award is in favor of a carrier the Award shall include an order to the employee or employees stating such determination. The carrier agrees to apply the decision of an arbitrator in a case arising on the carrier's property which sustains a grievance to all substantially similar situations and the Organization agrees not to bring any grievance which is substantially similar to a grievance denied on the carrier's property by the decision of the arbitrator.

Decisions of arbitrators rendered under this Article shall be subject to judicial enforcement and review in the same manner and subject to the same provisions which apply to awards of the National Railroad Adjustment Board.

Section 13 - Disputes Referred to Other Boards

Disputes arising under Article I, Employee Protection, Article 111, Assignment of Work Use of Supervisors, Article IV, Outlying Points, and Article V, Coupling, Inspection and Testing shall not be subject to the jurisdiction of any Subcontracting Arbitration Panel.

Disputes under Article II need not be progressed in the "usual manner" as required under Section 3 of the Railway Labor Act, but can be handled directly with the highest designated officer in the interest of expeditious handling. This Article sets up special time limits to govern the handling of cases before the expedited arbitration panels, thus providing special procedures which are intended to supersede the provisions of the standard Time Limit Rule. Therefore, such disputes being processed to a conclusion through the expedited arbitration panels are not subject to the provisions of the standard Time Limit Rule.

If there should be any claims filed for wage loss on behalf of a named claimant arising out of an alleged violation of Article II - Subcontracting, such claims for wage loss should be filed promptly and within sixty days of the filing of the alleged violation of Article II Subcontracting, with the same carrier officer as to whom such violation of Article II was directed by the General Chairman of the craft or crafts involved, or his representative. If such claim is a continuous one, it cannot begin to run prior to the date the claim is presented.

Failure to handle as set forth in the preceding paragraph shall not be considered as precedent or waiver of the contentions of the carriers or employees as to other similar claims.

ARTICLE III - ASSIGNMENT OF WORK - USE OF SUPERVISORS

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

If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General Chairmen of the organizations affected. Any disputes over the application of this rule shall be handled as provided hereinafter.

An incumbent supervisor who assumed his present position prior to October 15, 1962, at a point where no mechanic is employed, may be retained in his present position. However, his replacements shall be subject to the preceding paragraphs of this rule.

ARTICLE IV - OUTLYING POINTS

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

Existing rules or practices on individual properties may be retained by organizations by giving a notice to the carriers involved at any time within 90 days after the date of this agreement.

ARTICLE V - Not Applicable

ARTICLE VI - RESOLUTION OF DISPUTES

Section I- Establishment of Shop Craft Special Board of Adjustment

In accordance with the provisions of the Railway Labor Act, as amended, a Shop Craft Special Board of Adjustment, hereinafter referred to as "Board", is hereby established for the purpose of adjusting and deciding disputes which may arise under Article 1, Employee Protection of this agreement. The parties agree that such Board shall have exclusive authority to resolve all disputes arising under the terms of Articles I of this Agreement, as amended by the Agreement of December 4, 1975. Awards of the Board shall be subject to judicial review by proceedings in the United States District Court in the same manner and subject to the same provisions that apply to awards of the National Railroad Adjustment Board.

Section 2 - Consist of Board

WHEREAS, Article VI of the September 25, 1964 Agreement provides for the resolution of disputes arising under Articles I of said Agreement and Section 2 of Article VI sets forth the procedure for the composition of the Board established for the purpose of resolving such disputes. Under the terms of said section the Board is to consist of two members appointed by the organizations party to the Agreement, two members appointed by the carriers party to the Agreement and a fifth member, a referee, appointed from a panel of referees; and

WHEREAS, in November of 1964 following an exchange of letters it was further agreed by the parties to the Agreement to modify the terms of Section 2 of Article VI by providing that instead of two members each party would appoint three members with the understanding that in any function, two of the three members thus appointed would serve; and

WHEREAS, during each of these transactions for composing the partisan members of the Board and thereafter up until June and July of 1973 the organizations party to the September 1964 Agreement were all members of the Railway Employees' Department, AFL-CIO; and

WHEREAS, on June 14 and July 1, 1973, the International Association of Machinists and Aerospace Workers and the Sheet Metal Workers International Association respectively disaffiliated from the Railway Employees' Department, AFL-CIO, as a result of which a dispute has arisen between the said disaffiliates and the other four organizations party to the Agreement concerning the appointment of the organization members of the Board and handling of cases under Article VI involving employees of the disaffiliates; and

WHEREAS, the organizations party to the Agreement have conferred and agreed upon a procedure for resolving said dispute which is acceptable to the carriers party to the Agreement.

NOW, THEREFORE, it is agreed that effective May 31, 1974, appointment and functioning of partisan members of the Board under Section, 2 of Article VI shall be as follows:

1. Six members shall be appointed by the organizations party to the Agreement and six members shall be appointed by the carriers party to the Agreement. Two of the six persons designated to represent the organizations party to the Agreement shall be appointed by International Association of Machinists and Aerospace Workers and Sheet Metal Workers' International Association respectively and the remaining four members shall be appointed on behalf of the other four organizations party to the Agreement by the Railway Employees' Department, AFL-CIO.
2. Each of the twelve partisan members of the Board so appointed shall have the right to sit in all proceedings of the Board. The organizations and the carriers party to the Agreement further agree, however, that in the handling of dispute cases before the Board a smaller panel of the twelve members may function and constitute a quorum for the resolution of such disputes, provided first, that at least one organization and one carrier member shall sit and function in all dispute cases before the Board; second, that regardless of the number of members sitting and functioning in dispute cases, the unit method of voting shall prevail and six votes shall be cast on behalf of the carrier and organization members respectively; third, that in any dispute involving employees represented by the International Association of Machinists and Aerospace Workers, the appointee of that organization shall sit and function as a member of the Board; fourth, that in any dispute involving employees represented by the Sheet Metal Workers International Association, the appointee of that organization shall sit and function as a member of the Board, and fifth, that in any dispute involving

employees represented by an organization which is affiliated with the Railway Employees, Department, AFL-CIO, at least one of the appointees of the Department shall sit and function as a member of the Board.

Section 3 - Appointment of Board Members

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

Section 4 - Location of Board Office

The Board shall have offices in the City of Chicago, Illinois.

Section 5 - Referees - Employee Protection and Subcontracting

The parties agree to select a panel of six potential referees for the purpose of disposing of disputes before the Board arising under Articles I of this agreement. Such selections shall be made within thirty (30) days from the date of the signing of this agreement. If the parties are unable to agree upon the selection of the panel of potential referees within the 30 days specified, the National Mediation Board shall be requested to name such referees as are necessary to fill the panel within 5 days after the receipt of such request.

Section 6 - Term of Office of Referees

The parties shall advise the National Mediation Board of the names of the potential referees selected, and the National Mediation Board shall notify those selected, and their successors, of their selection, informing them of the nature of their duties, the parties to the agreement and such information as it may deem advisable, and shall obtain their consent to serve as a panel member. Each panel member selected shall serve as a member until January 1, 1966, and until each succeeding January 1 thereafter unless written notice is served by the organizations or the carriers parties to the agreement, at least 60 days prior to January 1 in any year that he is no longer acceptable. Such notice shall be served by the moving parties upon the other parties to the agreement, the members of the Board and the National Mediation Board. If the referee in question shall then be acting as a referee in any case pending before the Board, he shall serve as a member of the Board until the completion of such case.

Section 7 - Filling Vacancies - Referees

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

Section 8 - Jurisdiction of Board

The Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation or application of Article 1, Employee Protection.

Section 9 - Submission of Dispute

Any dispute arising under Article I, Employee Protection of this agreement, not settled in direct negotiations may be submitted to the Board by either party, by notice to the other party and to the Board.

Section 10 - Time Limits for Submission

Within 60 days of the postmarked date of such notice, both parties shall send 15 copies of a written submission to their respective members of the Board. Copies of such submissions shall be exchanged at the initial meeting of the Board to consider the dispute.

Section 11 - Content of Submission

Each written submission shall be limited to the material submitted by the parties to the dispute on the property and shall include:

- (a) The question or questions in issue;
- (b) Statement of facts;
- (c) Position of employee or employees and relief requested;
- (d) Position of company and relief requested.

Section 12 - Failure of Agreement - Appointment of Referee

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

Section 13 - Procedure at Board Meetings

The referee selected shall preside at meetings of the Board and shall be designated for the purpose of a case as the Chairman of the Board. The Board shall hold a meeting for purpose of deciding the dispute within 15 days after the appointment of a referee. The Board shall consider the written submission and relevant agreements, and no oral testimony or other written material will be received. A majority vote of all members of the Board shall be required for a decision of the Board. A partisan member of the Board may in the absence of his partisan colleague vote on behalf of both. Decisions shall be made within thirty days from the date of such meeting.

Section 14 - Final and Binding Character

Decisions of the Board shall be final and binding upon the parties to the dispute. In the event an Award is in favor of an employee or employees, it shall specify a date on or before which there shall be compliance with the Award. In the event an Award is in favor of a carrier the Award shall include an order to the employee or employees stating such determination.

Section 15 - Extension of Time Limits

The time limits specified in this Article may be extended only by mutual agreement of the parties.

Section 16 - Records

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

Section 17 - Payment of Compensation

The parties hereto will assume the compensation, travel expenses and other expenses of the Board members selected by them. Unless other arrangements are made, the office, stenographic and other expenses of the Board, including compensation and expenses of the neutral members thereof, shall be shared equally by the parties.

Section 18 - Disputes Referred to Adjustment Board

Disputes arising under Article III, Assignment of Work - Use of Supervisors, Article IV, Outlying Points, and Article V, Coupling, Inspection and Testing, of this agreement, shall be handled in accordance with Section 3 of the Railway Labor Act, as amended.

MEMORANDUM OF UNDERSTANDING JANUARY 7, 1965

(as amended by Article IV-Subcontracting of November 27, 1991 Imposed Agreement)

Under the provisions of Article VI, Section 18, disputes arising under Article III, Assignment of Work, Article IV, Outlying Points, and Article V, Coupling, Inspection and Testing, are to be handled in accordance with Section 3 of the Railway Labor Act. It is clear that with respect to such disputes subject to handling under Section 3 of the Act any claim or grievance is subject to the time limits and procedural requirements of the Time Limit on Claims Rule.

A different situation exists with respect to disputes arising under Article I – Employee Protection, and Article 11 - Subcontracting. Article VI, Section 1 provides a "Shop Craft Special Board of Adjustment" for the purpose of adjusting and deciding disputes arising out of Article I, Employee Protection, and specifically provides (Article VI, Section 8) that the Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation or application of that Article. Article II, Section 4 provides a "Subcontracting Expedited Arbitration Panel" for the purpose of adjusting and deciding disputes arising out of Article II, Subcontracting, and specifically provides that the Panel shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation or application of that Article.

During our negotiations, it was understood by both parties that disputes under Articles I and II need not be progressed in the "usual manner" as required under Section 3 of the Railway Labor Act, but could be handled directly with the highest officer in the interest of expeditious handling. Sections 10 through 13 of Articles II and VI set up special time limits to govern the handling of submissions to the Special Boards, thus providing special procedures which are intended to supersede the provisions of the standard Time Limit Rule. Therefore, such disputes being processed to a conclusion through the Shop Craft Special Board or the Subcontracting Expedited Arbitration Panel are not subject to the provisions of the standard Time Limit Rule.

However, if there should be any claims filed for wage loss on behalf of a named claimant arising out of an alleged violation of Article II, Subcontracting (See Section 13 of Article II), such claims for wage loss should be filed promptly and within sixty days of the filing of the alleged violation of Article II, Subcontracting, with the same carrier officer as to whom such violation of Article II was directed by the General Chairman of the craft or crafts involved, or his representative. If such claim is a continuous one, it cannot begin to run prior to the date the claim is presented. If the alleged violation of Article II, Subcontracting, is then submitted to the Subcontracting Expedited Arbitration Panel, it will be considered that the special procedural provisions of Article II have been complied with.

Failure to handle as set forth in the preceding paragraph shall not be considered as a precedent or waiver of the contentions of the carriers or employees as to other similar claims.

APPENDIX VIII - MASTER TRANSFER AGREEMENT (MTA) AGREEMENT
FOR EMPLOYEE PROTECTION, BENEFITS AND OTHER CONDITIONS APPLICABLE IN
COORDINATIONS INVOLVING EMPLOYEES REPRESENTED BY THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
AND
BOMBARDIER TRANSPORTATION

WHEREAS: BTS and employees represented by the International Brotherhood of Electrical Workers are desirous of reaching an agreement pursuant to Section 5 of the Washington Job Protection Agreement to be effective in the event of a coordination of operations, facilities and Employees between former railroad properties within BTS.

IT IS AGREED:

ARTICLE I

Section 1

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

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

ARTICLE II

Section 1

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

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

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

(c) In the event employees at the location from which work is being transferred fail to accept positions to which they are entitled at the location to which work is being transferred, such unfilled positions shall then accrue to the employees at the latter location.

Section 2

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

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

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

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

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

Section 3

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

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

Section 4

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

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

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

ARTICLE III

Section 1

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

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

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

Section 2

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

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

(c) The dismissal allowance of any dismissed employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings in such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount of the dismissal allowance as computed under 2(a), above.

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

Section 3

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

Section 4

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

Section 5

An employee who is deprived of employment and is receiving a dismissal allowance under Article 111, Section 2, and who has unused vacation time for which he has qualified by virtue of having performed the required number of days of compensated service will not be deprived of the unused vacation time, but vacation pay will be paid in lieu of dismissal allowance for the vacation period. Any employee receiving a dismissal allowance who returns to active service will, while he continues in active service, be credited with the period during which he received dismissal allowance as compensated service for vacation purposes.

Section 6

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

ARTICLE IV

Section 1

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

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

The initial allowance provided in (1) above will be paid promptly but in any event not to exceed thirty (30) days from date of transfer. Subsequent allowances provided in (2) and (3) will be paid within five (5) days of the expiration of the time periods specified therein. In the event of death or permanent disability, the affected employee or his estate shall be paid as if he had completed all the prescribed work periods.

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

(c) Upon the date of notice provided for in Article I, Section 1 hereof, if the employee owns his home or is under contract to purchase a home in the locality from which he is required to move in order to relocate in the locality to which he has been transferred, he shall be compensated by the Carrier at seven percent (7%) of the fair market value of the home in question; and, in addition thereto, ten percent (10%) of his equity of the fair market value of the home in

question subject to a maximum equity of \$20,000.00 in said home. The employee's equity in his home shall be determined as of the date of notice covering transfer of work plus any increase in equity resulting from normal monthly mortgage payments made between date of notice and effective date of transfer.

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

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

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

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

Section 2

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

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

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

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

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

<u>Age</u>	<u>Less</u>
62	15%
63	25%
64	50%
65 and over	75%

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

Section 3

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

ARTICLE V

Section 1

For the purpose of this Agreement, Section 13 of the Washington Job Protection Agreement shall be inapplicable and the following provisions shall apply to all disputes and controversies. In the event any dispute or controversy arises between any of the Carriers and any labor organization signatory to this Agreement with respect to the interpretation or application of any provisions of this Agreement or of the Washington Job Protection Agreement (except as defined in Section 11 (d) thereof or Article IV, Section 1, of this Agreement as the case may be) or any implementing agreement which may be entered into by the parties hereto which cannot be settled by said Carrier and the labor organization, parties hereto within thirty (30) days after the dispute arises, such dispute may be referred by either party to a Public Law Board for adjudication or as otherwise agreed to by the parties. However, this is not to be construed that such dispute must be resolved before the Carriers may implement a coordination under this Agreement. To expedite adjudication of any dispute, it is further understood that such dispute will be handled by the General Chairman and the highest designated officer of the Carrier or their duly authorized representatives without regard to the standard rules of the Agreement governing the handling of claims and grievances.

ARTICLE VI

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

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

APPENDIX IX - APPRENTICE AGREEMENT

The Parties signatory hereto recognize and agree that joint, cooperative efforts between them are required to provide a workable program which can realistically improve the availability of competent electricians who are skilled in their craft.

SECTION I - Rules

All rules, agreements and practices presently in effect and applicable to electrician apprentices in all departments of Bombardier Transportation wherein work covered by the Electrical Workers' General Rules Agreement is performed are hereby revised and amended to give effect to the rules contained herein.

SECTION II- Qualification and Selection of Apprentices

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

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

(c) All apprentices must be able to speak, read, and write the English language and understand the first four rules of arithmetic. During the first 115 regular scheduled workdays, apprentices may be dropped from the program if they do not show the aptitude or desire to learn the trade. Such apprentice will be considered for other employment if a vacancy exists and the apprentice is qualified. Nothing in this Agreement shall be construed as prohibiting an apprentice from being dismissed or dropped from the apprentice program through applicable discipline procedures for cause subsequent to the probationary period. All apprentices will be given a certificate indicating their successful completion of the prescribed course of training and recognition of their journeyman electrician status.

SECTION III - Training for Apprentices

(a) The training program shall include:

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

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

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

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

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

(e) Carrier will give ten days' notice to the General Chairman prior to implementation of the classroom/workshop phases when sending employees to classroom/workshop training away from their home point.

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

(g) Rotating apprentices to provide on-the-job training will be permitted when necessary to provide all phases of training.

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

(i) Apprentices must complete the required lessons every month. Any apprentice who becomes four lessons in arrears will be called to attend a joint meeting with local officials and the local committee at which time his "delinquencies" will be reviewed and the apprentice will be issued a warning. Any apprentice who becomes six lessons in arrears despite the "warning" will be afforded an investigation as per applicable discipline rules to determine the facts before being suspended from the program, unless such apprentice waives in writing his right to an investigation. Following the hearing, copies of the transcript thereof will be furnished to Carrier's Senior Director of Labor Relations and the General Chairman and they will, if possible, make a determination as to whether the involved delinquencies were justified.

If the facts developed in the hearing show that the uncleared delinquencies are as a result of circumstances beyond the individual's control, such circumstances will be considered and the individual will be allowed a reasonable time in which to clear up the delinquencies. However, if the facts developed in the hearing show that the uncleared delinquencies are not justified, the involved apprentice will not be retained in the apprentice training program and will not be retained in the service of the Carrier except to the extent that seniority under the provisions of another agreement with this Carrier may be exercised.

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

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

(k) Apprentices shall be required to pass prescribed proficiency tests established by the Carrier. All tests shall be objective and uniformly applied without discrimination. All requirements that may be included in the test shall be given to the apprentice no later than 15 days following the beginning of each 115 day training period or phase of training involved. Apprentices will not be permitted to advance to the rate of pay for the next period of their apprentice training until they have passed the prescribed proficiency test.

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

(m) Apprentices shall be assigned a workweek of 40 hours, consisting of five days of eight hours each with two consecutive days off. An apprentice will not be precluded from working overtime with an electrician to finish a job the apprentice and electrician started; however, this will not be used to the detriment of other electricians who are readily available. Two apprentices will not be worked together as partners.

(n) The ratio of apprentices at a facility shall not exceed one to every three electricians, except that if an electrician is furloughed at the facility in question, the ratio will revert to one to four.

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

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

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

SECTION IV - Temporary Promotion to Journeyman Position

(a) When a shortage of qualified electricians exists, apprentices who have served at least two training periods maybe promoted to an electrician's position on a temporary basis without losing their respective seniority; however, they will not establish or accumulate seniority as electricians. Such employees will be placed on a "promoted" seniority roster in the order of their promotion and will be set back in the reverse order of their promotion.

(b) Apprentices will be promoted in accordance with their relative seniority standing on their seniority roster.

(c) Promoted employees will receive the electrician's rate of pay.

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

SECTION V - Transfers and Transportation

(a) Transfers

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

(b) Transportation

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

SECTION VI - Expense for Apprentices

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

SECTION VII - Seniority for Apprentices

(a) Apprentices will establish and accumulate seniority as such among themselves at point employed as of the first day worked as apprentices.

(b) Upon completion of the prescribed related instruction and 690 days worked by apprentices, each apprentice will be certified as a journeyman electrician and shall be given a seniority date at his home point retroactive to the date first worked as an apprentice. An apprentice shall not establish a seniority date ahead of a journeyman who was hired at that location on the same date the apprentice first worked as an apprentice.

(c) Apprentices furloughed at their home point who transfer to another point and complete the apprentice training program while still working at the point to which transferred will establish journeyman's seniority at their home point in accordance with Paragraph (b) above. Additionally, they will establish seniority at the point at which they are working, except that in no case will such apprentice establish journeyman's seniority ahead of the date of transfer. When such employee stands for recall to service at their home point, they must at that time make an election as to which seniority they will retain.

(d) If two or more apprentices were employed at the same point on the same date, their relative standing as apprentices and their relative standing on the journeymen's seniority roster, upon completion of their training, will first be determined on the basis of which apprentice first entered the service of the Carrier in any capacity and then in accordance with Rule 27 of the Schedule Agreement, as amended.

SECTION VIII - Rates of Pay Apprentices shall be paid as follows:

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

SECTION IX - Experience Credit

(a) Employees entering the apprentice training program will not be given credit toward the completion of their 690 days required to establish journeyman's seniority for any knowledge or experience gained prior to entering the program or gained outside of the program, except as may be provided for by statute.

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

SECTION X

(a) This Agreement will supersede the provisions of all other electrician apprentice training Agreements in effect on Bombardier Transportation.

SECTION XI

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

SECTION XII

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