

AGREEMENT

Between

The Springfield Terminal Railway Company

and

Brotherhood of Maintenance of Way Employes

March 26, 2020

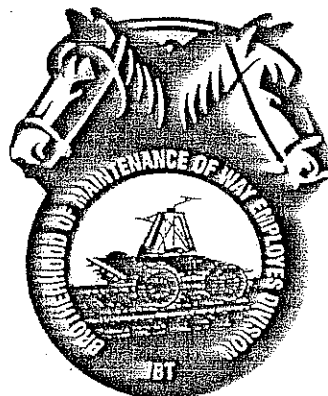


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Article 1. Scope

- 1.1 The rules contained herein shall govern the hours of service, working conditions, and rates of pay of Engineering and Mechanical Department employees represented by the Brotherhood of Maintenance of Way Employes (BMWE) who are working on Track, Bridges and Buildings, Work Equipment Maintenance, or Welding Plant.
- 1.2 These rules do not apply to supervisory forces above the rank of foreman nor do they apply to employees covered by other agreements.

END OF ARTICLE

Article 2. Intra-Craft Jurisdiction

- 2.1 Employees will be allowed to perform tasks which are directly related to the service being performed and which they are capable of performing, provided the tasks are within the jurisdiction of the Brotherhood of Maintenance of Way Employees.
- 2.2 Employees assigned to work other than their regular positions will receive the rate of the other positions or their regular positions, whichever is higher, at the minute basis up to 4 hours. If assigned more than 4 hours, employees will be paid the higher rate for the day.
- 2.3 Assignment of employees pursuant to this Article 2 will not constitute a basis for any claim by other employees, provided no employee of the affected class or craft is furloughed.

END OF ARTICLE

Article 3. Contracting Out

- 3.1 In the event the Company plans to contract out work within the scope of the Agreement, except in emergencies, the Company will notify the General Chairman involved, in writing, as far in advance of the date of the contracting transaction as is practicable and in any event not less than fifteen (15) days prior thereto.
- 3.2 If the General Chairman, or his representative, requests a meeting to discuss matters relating to the said contracting transaction, the designated representative of the Company will promptly meet with him for that purpose. Said Company and Organization representatives will make a good faith attempt to reach an understanding concerning said contracting, but, if no understanding is reached, the Company may nevertheless proceed with said contracting and the Organization may file and progress claims in connection therewith.

Note: The provisions of paragraph 3.1 above will not apply to contracting out of work expected to last one day or less with the understanding that such exception will be limited to 3 or less instances per calendar month.

END OF ARTICLE

Article 4. Seniority

4.1 Seniority Date

- (a) As provided for in Article 5 and 6 of this Agreement, Employees may establish seniority in various classes on various rosters. Unless otherwise provided, qualified employees may utilize their seniority in any direction and prior requirements to exercise seniority in the highest class, the same class, or the same sub-department are deleted.
- (b) If two or more employees begin work under the terms of the Agreement on the same date, their seniority rank on the roster will be in alphabetical order.
- (c) Seniority in the lowest class on a given roster will begin on the date that pay starts on a position covered by that roster.
- (d) Seniority in the higher class(es) on a given roster will begin on the date first awarded an advertised position in a higher class on that roster.
- (e) Employees first establishing seniority on a given roster in a higher class will establish seniority in that higher class and in any lower class(es) pursuant to (b) and (c) above.
- (f) If two or more employees start work in a higher class on the same date, their seniority rank on the roster will be based upon the basic seniority established under this Agreement.

4.2 Employees' seniority will consist of Prior Rights and System Rights

- (a) Prior Rights Seniority
 - (1) Employees who held Maine Central Railroad Company Divisional Prior Rights will, on the effective date of this Agreement, retain those Divisional Prior Rights and be designated, by Division, as Springfield Terminal East District Prior Rights Employees. Employees so designated will maintain Springfield Terminal East District Prior Rights in addition to Divisional Prior Rights.

- (2) Employees who held Maine Central Railroad Company System Prior Rights will, on the effective date of this Agreement, retain those rights and be designated as Springfield Terminal Eastern District Prior Rights Employees.
- (3) Employees now holding Boston and Maine Corporation Prior Rights will, on the effective date of this Agreement, be designated as Springfield Terminal Western District Prior Rights Employees.
- (4) Employees now holding Springfield Terminal Prior Rights will, on the effective date of this Agreement, be designated as Springfield Terminal Prior Rights Employees.

(b) System Seniority

All Employees will have the right to work throughout the Springfield Terminal Railway Company system. System Seniority will be based upon seniority in the applicable class.

4.3 Seniority Zones

(a) Prior Rights Seniority Zones

Prior Rights Seniority Zones are designated on the map attached hereto and will be listed on seniority rosters. Prior rights employees will not be required to protect their seniority outside of their prior rights seniority zones. The Carrier will not force assign prior rights employees outside their prior rights seniority zone.

(b) System Seniority Zones

Employees without prior rights and Prior Rights Employees without Divisional prior rights will place themselves in a system seniority zone as designated on the map attached hereto and will not be required to protect their seniority outside their system seniority zone. System seniority zones will be listed on seniority rosters and the Carrier will not force assign such employees outside their system seniority zone.

- (c) Employees without prior rights may, at their option, elect to change their System Seniority zones by notifying the Engineering Department Personnel Officer by December 15 of each year. It is understood that the Carrier must have sufficient forces within each zone to protect the service. Changes will be approved or denied based on the needs of service and permanent changes in residence. Changes which are approved will be effective on January 1 of the next year. Under extraordinary circumstances, Employees without prior rights may request a change in their System Seniority Zones at any time. Requests for such hardship change in System Seniority Zones will be the subject of discussion between the Carrier and the Organization. The provisions of this paragraph will also apply to Prior Rights Employees without divisional prior rights except the changes specified will be restricted to system prior rights territory.

4.4 Relinquishment of Seniority

- (a) Employees may, at their option, elect to give up their seniority in any seniority class other than trackmen by notifying the Engineering Department Personnel Officer between December 1 and December 31. The change will be effective January 1, of the following year. Employees who relinquish seniority in a given class, may never again establish seniority in that class.

END OF ARTICLE

Article 5. Seniority Classes

The seniority class and primary duties of each class.

5.1 Track Sub-Department

1. Foremen:
Direct and work with employees assigned under their jurisdiction.
2. Assistant Foremen:
Direct and work with employees assigned to them under the supervision of Foremen. In the absence of a Foreman, assumes the Foreman's duties, to every extent that he is qualified to assume those duties. [Note: Also refer to Article 2.2]
3. Trackmen:
Construct, dismantle, maintain, repair and inspect track and appurtenances thereto.
4. Equipment Operators
Operate and assist in the maintenance of the following:
Ballast Regulator
Tamper
Tie Inserter
Tie Extractor
Tie Handler
Scarifier
Spiker (ride on)
Front End Loader
Swing Loader
Backhoe
Bulldozer
Track Liner
Jet Snowblower (ride on)
JIMBO
Spiker Puller (ride on)
Rail Heater (ride on)

Anchor Spreader
Anchor Squeezer
Adzer/Cribber (ride on)
Brush Cutter (ride on)
Road Grader
Bolt Master
Anchor Applicator (ride On)
Jordan Spreader
Snow Plow Train
Gradall

5. Crane Operator
6. Chauffeurs (Truck Drivers)
Operate vehicles requiring CDL's.
7. Welding Plant Mechanic
Prepare and weld string rail.
8. O/A Welder
Perform welding on track (doesn't include cutting). This Roster will be frozen on the effective date of this Agreement. Roster rated employees will have preference to field butt welding assignments.

5.2 Bridge and Building Sub-Department

1. Bridge and Building Foremen:
Direct and work with employees assigned under their jurisdiction.
2. Bridge and Building Assistant Foremen:
Direct and work with employees assigned to them under the supervision of Foremen.
3. Bridge and Building Mechanics:
Construct, repair, dismantle, inspect and maintain bridges, buildings and other structures.

4. Bridge and Building Mechanics' Helpers:
Assist Bridge and Building Mechanics.
 5. Waste Water Treatment Plant Operator
- 5.3 Work Equipment Sub-Department
1. Work Equipment Repairmen:
Repair tools, machinery, and equipment.
- 5.4 Welding Sub-Department
1. Electric Welder Foremen
Direct and work with employees assigned under their jurisdiction.
 2. Electric Welders
Perform welding on track (to include field butt welding)
- 5.5 The specification of "primary duties" does not limit employees to those specified duties.
- 5.6 Additional classes specifying primary duties and rates of pay may be added by mutual agreement.

END OF ARTICLE

Article 6. Seniority Rosters

6.1 Rosters of Employees will be created for the following sub-departments:

1. Track
2. Bridge and Building
3. Work Equipment
4. Welding

6.2 Track Rosters

Single rosters of employees will be created for each of the following classes within the Track sub-department:

1. Foremen, Assistant Foremen, Trackmen
2. Equipment Operators, Trackmen
 - a. Work Equipment Operator (B&M)(Frozen)
3. Crane Operator, Equipment Operator, Trackman
4. Chauffeurs (Truck Drivers), Trackmen
5. Welding Plant Mechanics, Trackmen
6. O/A Welders (frozen), Trackmen

For each roster, employees will be listed in order of their seniority in that particular class. Reference to Equipment Operators' rights will also show former WEO designation. Prior Rights will be designated as specified in paragraph 6.6 below.

6.3 Bridge and Building Rosters

Single rosters of employees will be created for each of the following classes in the Bridge and Building sub-department:

1. B&B Foremen (Composite), B&B Assistant Foremen (Composite),

B&B Mechanic (Composite), B&B Mechanic Helpers (Composite).

2. B&B Waste Water Treatment Plant Operator, B&B Mechanic

For each roster, employees will be listed in order of their seniority in that particular class. Reference to B&B rights will also show former classification designations, if applicable. Prior rights will be designated as specified in paragraph 6.6 below. When the incumbent(s) of the current WWTPO position(s) leaves, either through exercise of seniority or attrition, the WWTPO position(s) will revert to management-filled position(s). All WWTPO positions established after the amended date of this agreement, will also be management-filled positions.

Employees who are awarded positions within B&B for the first time, will remain within B&B for a period of 365 calendar days in order to retain seniority. These Employees making their first entry into B&B who voluntarily leave B&B before 365 calendar days, will lose all B&B seniority. This provision does not apply to those Employees that have previously satisfied the 365 day requirement referred to above and are assigned to B&B under the provisions of Article 35.

6.4 Work Equipment

A single roster of employees will be created for the following class in the Work Equipment sub-department:

1. Work Equipment Repairmen, Trackmen

Employees will be listed in the order of their seniority in the particular class. Prior rights will be designated as specified in paragraph 6.6 below. Work Equipment Repairmen may only exercise other-than-WER seniority, if unable to hold a Work Equipment Repairman position within their seniority zone.

6.5 Welding Department

A single roster of employees will be created in the following classes in the Welding sub-department:

1. Electric Welder Foremen, Electric Welder, Trackmen

Employees will be listed in order of their seniority in the particular class. Prior Rights will be designated as specified in paragraph 6.6 below.

6.6 Prior rights will be designated as follows:

E	=	Springfield Terminal Eastern District Prior Rights
E-1	=	Springfield Terminal Eastern District Prior Rights Division 1
E-2	=	Springfield Terminal Eastern District Prior Rights Division 2
E-3	=	Springfield Terminal Eastern District Prior Rights Division 3
E-7	=	Springfield Terminal Eastern District Prior Rights Division 7
W	=	Springfield Terminal Western District Prior Rights

Entered service date will also be shown in the case of employees whose date in the lowest class on a roster is not the entered service date.

6.7 Rosters of Employees will be issued each year by January 31 and be sent to all locations. Any protest of the Rosters of Employees issued in January must be received by June 1 of that year. Such protests will be addressed to the Manager of Engineering Personnel with a copy to the General Chairman, BMW, BMW. Decisions will be rendered by the Carrier within thirty (30) days of the date of such protests. If decision is unacceptable or not forthcoming within the thirty (30) days, the protest may be taken by the General Chairman, BMW, to the Director of Labor Relations pursuant to Article 25. Protests not submitted as specified will not be considered. Typographical errors may be corrected at any time.

END OF ARTICLE

Article 7. Qualifications For Positions

- 7.1 In making application for an advertised position or vacancy, or in the exercise of seniority, employees may be required to give a reasonable practical demonstration of their qualifications to perform the duties of the position. Employees will be allowed up to 30 days to demonstrate sufficient qualifications.
- 7.2 In the event employees are required to give a reasonable practical demonstration of their qualifications for a position, the Company must give uniform job related tests based on job related criteria in order to ascertain initial qualifications for positions. The General Chairman or his designee may be present when such tests are given.
- 7.3 Disqualification of employees for failure to maintain required licenses, rules qualifications, and/or FRA certifications, or for medical reasons will not be considered discipline.
- 7.4 When on-the-job training opportunities to operate Maintenance of Way machinery occur in a gang, employees with that gang who request such training in writing to the General Foreman or higher level supervisor of that gang shall be given the opportunity in seniority order. Such employees shall first be given the opportunity to qualify on rules, as appropriate, and then, if so qualified, the opportunity to train with a qualified machine operator as requirements of service permit.
- Should an employee so covered fail to make sufficient progress and/or qualify, he will be removed from such training and will be ineligible for consideration for future on-the-job training on the involved and similar machinery for a period of one (1) year. If the employee so removed disputes his removal, the employee, or his representative may file a protest to the Director of Labor Relations for handling. This one (1) year restriction may be waived if the affected employee is able, through the offices of the Director of Labor Relations and the General Chairman, to establish a basis for reconsideration.
- 7.5 All service performed by employees pursuant to this Section will be paid under the terms of Article 30 of this Agreement.

END OF ARTICLE

Article 8. Filling Vacant Positions

- 8.1 In the assignment of employees to positions under this Agreement, qualification being sufficient seniority shall govern.
- 8.2 The word "seniority" as used in this Rule means, first, seniority in the class in which the assignment is to be made, and thereafter, in the lower classes, respectively, in the same group in the order in which they appear on the seniority roster.
- 8.3 (a) Positions subject to advertisement will be newly created permanent positions and vacancies expected to last more than thirty (30) days. Such positions will be bulletined during the first advertisement period following the vacancy.
- (b) Bulletins of vacant positions will be distributed to all headquarters and Production Crew Foremen on Wednesday and will close at 1700 hours the following Tuesday. Bulletin information will also be available on a Carrier-provided "800" number. Employees will submit bids for vacant positions to the Engineering Department Headquarters office in North Billerica, or their supervisor, on a form provided by the Carrier and must assure that such bids are received, by the closing date specified on the job advertisement. Furloughed employees will have the right to bid on any advertised positions and will be automatic bidders for advertised permanent positions for which they have seniority and are qualified in their working zones.
- (c) Advertisements will specify location of position, hours of service, rate of pay, rest days, type of machine (where applicable), closing date of bid, general description of the work, headquarters, reporting point, mile post designations*, and Prior Rights designation (including prior rights class designations). It is understood that Prior Rights Designation will be based upon the specified headquarters point.

*NOTE: Mile Posts are specified only to facilitate the assignment of overtime.

- (d) Vacant positions will be awarded to the senior qualified employee bidding for same, except that an employee will not be awarded a

position that he has vacated during the previous bid cycle, unless he has been displaced, his position has been abolished or there are no other bidders for the vacated position. Notices of positions awarded will be posted on the Friday following the closing date specified on the advertisement. Employees currently in service who are awarded positions will occupy those positions on the next scheduled work day following the notice of the award. Employees currently furloughed who are awarded permanent positions will occupy those positions within ten (10) days from the date notified of award by certified mail to the last recorded address. Failure to return will result in forfeiture of all seniority under this Agreement unless satisfactory evidence is furnished that failure to return was due to conditions beyond the employees' control. Copy of the above notification will be furnished to the Duly Accredited Representative.

- (e) In the event no bids are received from qualified employees for an advertised vacancy, the Carrier will promote, if applicable, in accordance with Article 35 of this Agreement.
 - (f) An advertisement may be canceled within seven (7) days from the date advertisement is posted.
 - (g) An employee who desires to withdraw his bid or application for an advertised position or vacancy must file his request, in writing, with the official whose name appears on the advertisement within seven (7) days from the date the advertisement is posted.
 - (h) Copy of advertisements, awards, and abolishments will be furnished to the General Chairmen and designated representatives.
- 8.4 (a) Temporary positions are positions of thirty (30) days or less and permanent positions pending award.
- (b) If a temporary position is to be filled, the provisions of Article 35 will apply. In the event an employee desires to fill a temporary position, he will advise the Carrier within three (3) days of the position being advertised. At the end of this three (3) day period, the temporary position will be assigned to the senior employee applying. An employee so assigned at his request to a permanent position pending award will be considered an automatic bidder for such position. An employee

assigned to a temporary position under Article 35 who is displaced by a senior employee as described above will return to his former assignment.

Employees accepting or assigned to temporary positions will accept the conditions of those positions and will report for service within three (3) days.

In the event that temporary positions cannot be filled pursuant to this paragraph 8.4(b), such positions will be considered on-the-job training opportunities and will be filled in accordance with paragraph 7.4 of this Agreement.

- (c) When temporary positions are completed, employees will return to their former positions, if still available. If former positions are not available, employees will comply with the provisions of Article 20 of this Agreement.

- 8.5 In the event that additional temporary positions are created by emergencies such as flood, snow storm, hurricane, tornado, earthquake, fire, or derailment, such temporary positions will be filled in seniority order by employees who are available.

END OF ARTICLE

Article 9. Beginning and Ending Day/Hours of Service

- 9.1 Employees' time will commence at the time they report for duty at their headquarters, except Production Crews, and shall continue until they are relieved from duty by the Carrier.

- 9.2 Except as provided herein or in Article 27, employees will be assigned to positions scheduled to work eight (8) hours per day, five (5) days per week with two (2) consecutive rest days. On positions the duties of which can reasonably be met in five (5) days, the rest days will be Saturday and Sunday. In the event the Carrier is operationally prohibited from assigning Saturday and Sunday rest days, assigned rest days will be Friday and Saturday or Sunday and Monday.

END OF ARTICLE

Article 10. Overtime

- 10.1 Time worked preceding or following and continuous with a regularly assigned work period shall be computed on the actual minute basis and paid for at the time and one-half rate, with double time on an actual minute basis after sixteen (16) hours of work in any twenty-four (24) hour period (computed from the starting time of the employee's regular shift), except that overtime shall automatically cease and the pro rata rate shall apply at the starting time of the employee's next regular assigned work period.
- 10.2 Employees called to perform work not continuous with the regular work period will be allowed a minimum of 3 hours at the time and one-half rate and, if held on duty in excess of 3 hours, they will be paid on a minute basis at the time and one-half rate for all time.
- 10.3 Time worked on rest days and holidays will be paid for at the time and one-half rate with double time on an actual minute basis after sixteen (16) hours of work until relieved or until commencement of the employee's next regular assigned work period, whichever occurs first. Such continuous time worked after commencement of the next regular assigned work period shall be paid at the pro rata rate, pursuant to Paragraph 10.1 of this Rule.
- 10.4 Overtime will be assigned in the following manner;
- (a) Overtime immediately following the regular assigned work period will be given to the incumbent(s) of the position or crew.
 - (b) Calls outside of the regular assigned work period will be given to the crew regularly assigned to inspect the applicable territory. If additional forces are needed, preference will be given to members of other crew(s) assigned to the applicable territory, respecting seniority within the required classification(s). If more additional forces are needed, they will be obtained from the Maintenance Crews nearest to the location of the work, again respecting seniority within the required classification(s). It is understood that in the application of the above, all forces within the System Seniority Zone which contains the work involved will be used before other forces are called.

- (c) Planned overtime, rest day, and holiday work will be given in seniority order to available qualified employees in the territory of the work involved who ordinarily and customarily perform such work. If additional forces are needed, the provisions of (b) above will apply.
- (d) Planned overtime, rest day, and holiday work which is a continuation of a work project of a specialized nature, such as tie and surface, rail laying, construction, clean-up, etc., will be given to the specialized crew ordinarily doing this type of work during the regular assigned work week, with the members of the specialized crew being utilized in the order of their seniority, if available. If additional forces are needed for such planned overtime, rest day, and holiday work, preference will be given first to the closest specialized crew within the Production Zone and then to the closest Maintenance Crew within the Production Zone. If more additional forces are needed, the closest I&R Crew will be utilized. It is understood that in the application of the above, all forces within the Production Zone which contains the work involved will be used before other forces are called.
- (e) In the event that the relevant applicable calling procedure under 10.4 above (i.e 10.4(a) or 10.4 (b) or 10.4 (c) or 10.4 (d)) fails to produce the number of employees needed for the overtime work being called for, the Carrier may force assign any qualified employees in inverse seniority order until the necessary number of employees needed are obtained.
- (f) In the case of emergencies, the Carrier will endeavor to comply with the above procedures, unless those procedures would delay the resolution of the emergency. Deviation from these procedures will not be continued beyond the end of the emergency.

10.5 The Carrier will be required to call out only the Foreman for the following overtime calls, when they can be performed safely and in compliance with Roadway Worker protection; Track assessment (not to include repairs or on-track use of track cars), providing protection for other railroad employees or third parties. In the event that other duties (such as fire patrol) are required by an outside agency, the Carrier will notify the Organization of such requirements. At the Organization's request, the parties will meet to discuss these requirements before the provisions of this paragraph are applied.

END OF ARTICLE

Article 11. Probationary Period of Employment

- 11.1 The application for employment of a new employee will be approved or disapproved within a probationary period of sixty (60) work days following the day the employee first performs service for the Carrier. An application that is rejected within such period will result in termination of the employee's relationship with the Carrier without disciplinary procedures. In the event an employee's application for employment is disapproved in accordance with the provisions of this rule, notification in writing of such disapproval will be made by the Carrier.

END OF ARTICLE

Article 12. Leave of Absence

- 12.1 Employees with one (1) year or more of continuous service may request leaves of absence. Requests for leaves of absence must contain specific reasons for the request including need for leave and length of time required, subject to the limitations of Paragraph 12.3 below.
- 12.2 Requests for leaves of absence or extensions thereof must be in writing to the Manager of Engineering Personnel with a copy to the General Chairman.
- 12.3 Except as specified below, leaves of absence or extensions thereof will be limited to a minimum of 14 calendar days and a maximum of 6 months. Employees who engage in other work while on leaves of absence will forfeit seniority, unless special arrangements have been made therefor with the proper officials of the Carrier and the General Chairman.
- 12.4 Requests for leaves of absence or extensions thereof will only be considered when the needs of the service allow. If a request for a leave of absence or extension thereof is denied, such denial will be in writing with a copy to the General Chairman.
- 12.5 Employees appointed to official positions with the Carrier or who accept a full-time Union position will be granted leaves of absence for the duration of the assignment.
- 12.6 Employees returning from leaves of absence as specified in Paragraph 12.3 of this Rule must report for duty upon the expiration of leave or extension thereof. Failure to return to duty or to provide satisfactory reasons for not doing so will result in forfeiture of seniority. Employees may return to service prior to the expiration of leave or extension thereof provided they furnish seven (7) calendar days advance notice.
- 12.7 Employees returning from leaves of absence as specified in Paragraph 12.5 of this Rule must report for duty within thirty (30) calendar days from the conclusion of their assignments and the expiration of leave or be subject to the provisions of Paragraph 12.6 of this Rule.

- 12.8 Employees returning to service under Paragraphs 12.6 and 12.7 above will do so pursuant to the provisions of Article 20 of this Agreement.
- 12.9 Employees who absent themselves for more than ten (10) calendar days without written authorized leaves of absence as provided in this Rule will forfeit their seniority.
- 12.10 Leaves of Absence are not required when employees are unable to perform service due to a bona fide sickness or injury. Employees must establish the presence of the bona fide sickness or injury with the Carrier within seven (7) days from the first day the employee marks off, by providing the Carrier's Human Resources Department (hereinafter "HR") with a completed Pan Am Railways Certification of Bona Fide Sickness/Injury Form (hereinafter "BFSIForm") from a licensed medical care provider (hereinafter "provider"), unless the employee provides satisfactory evidence that failure to provide the completed BFSIForm was due to conditions beyond the employee's control, in which case the employee will comply with this directive as soon as possible. Upon request by the Carrier, via Certified Mail, with a copy provided to the General Chairman, employees are required to promptly provide HR with updates consisting of additional completed BFSIForms from the provider, establishing the continued presence of the bona fide sickness or injury. A licensed medical care provider retained by the Carrier may review any documentation provided by the employee and/or the employee's provider, in order to confirm the presence of the bona fide sickness or injury. Failure to comply with any part of paragraph 12.10 of the Agreement will result in the employee's forfeiture of seniority. [Note: FMLA is governed by Federal statute, not the terms of this Article 12.]

END OF ARTICLE

Pan Am Railways Certification of Bona Fide Sickness/Injury Form

This completed form must be Faxed to 978-663-1213 or emailed to BFSIForm@panam.com

Provider Name: _____ Professional Designation: _____
Practice Name: _____ Practice Phone No: _____
Practice Fax: _____ Provider Email: _____

Patient Name: _____ Patient (Employee) Audit No. _____

Does Patient currently suffer from a bona fide Sickness/Injury? YES ___ NO ___

Date of onset or diagnosis of Sickness/Injury: _____

Anticipated duration of Sickness/Injury: _____ If duration unknown, indicate so here: _____

Date of initial visit/treatment pertaining to the Sickness/Injury: _____

Date of most recent visit/treatment pertaining to the Sickness/Injury: _____

Date of next scheduled appointment pertaining to the Sickness/Injury: _____

Provider signature: _____ Date: _____

Note to Provider: Completion of this form is necessary to ensure compliance with the following contract language contained in the employee's collective bargaining agreement.

12.10 Leaves of Absence are not required when employees are unable to perform service due to a bona fide sickness or injury. Employees must establish the presence of the bona fide sickness or injury with the Carrier within seven (7) days from the first day the employee marks off, by providing the Carrier's Human Resources Department (hereinafter "HR") with a completed Pan Am Railways Certification of Bona Fide Sickness/Injury Form (hereinafter "BFSIForm") from a licensed medical care provider (hereinafter "provider"), unless the employee provides satisfactory evidence that failure to provide the completed BFSIForm was due to conditions beyond the employee's control, in which case the employee will comply with this directive as soon as possible. Upon request by the Carrier, via Certified Mail, with a copy provided to the General Chairman, employees are required to promptly provide HR with updates consisting of additional completed BFSIForms from the provider, establishing the continued presence of the bona fide sickness or injury. A licensed medical care provider retained by the Carrier may review any documentation provided by the employee and/or the employee's provider, in order to confirm the presence of the bona fide sickness or injury. Failure to comply with any part of paragraph 12.10 of the Agreement will result in the employee's forfeiture of seniority. [Note: FMLA is governed by Federal statute, not the terms of this Article 12.]

Article 13. Attending Court, Inquests, Investigations

- 13.1 Employees required to attend court, inquests, investigations, etc., by or on behalf of the Carrier will be paid for actual time consumed at the straight time hourly rate and shall be allowed actual expenses incurred, with the understanding that employees will furnish written receipt for such expenses before being reimbursed. If prevented from working their assignments, employees will be paid for time lost. It is understood that the provisions of this Rule do not apply in the case of employees attending hearings where they are assessed discipline.

END OF ARTICLE

Article 14. Jury Duty

- 14.1 When employees are summoned for jury duty and are required to lose time from their assignments as a result thereof, they shall be paid for actual time lost with a maximum of eight (8) hours at the straight time hourly rate for each calendar day. No jury duty pay will be allowed for any day on which employees are otherwise entitled to vacation or holiday pay.

END OF ARTICLE

Article 15. Holidays

15.1 Subject to the qualifying requirements specified below, eligible employees will receive eight (8) hours pay at the straight time hourly rate for each of the following holidays:

New Year's Day
Presidents' Day
Good Friday
Memorial Day
Fourth of July

Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve *(the day before Christmas is observed)*
Christmas Day
New Year's Eve *(the day before New Year's is observed)*

15.2 To be eligible for holiday pay provided in Paragraph 15.1, regularly assigned employees must either work or be available for work on the last work day before and the first work day after the holiday. If required to work the holiday, employees must protect their assignment in order to be eligible for holiday pay.

15.3 Subject to the applicable qualifying requirements above, other than regularly assigned employees will be eligible for the paid holidays or pay in lieu thereof, provided (1) compensation for service paid them by the Company is credited to eleven (11) or more of the thirty (30) days immediately preceding the holiday and (2) they have had forty-five (45) 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 the union shop agreement, or disapproval of application for employment.

15.4 Employees who work on the holiday will be paid one and one-half times the straight time hourly rate. It is understood that in order to meet the eligibility requirements of this Holiday Rule, employees who work any of the qualifying days must work the entire day as provided in Article 9 of this Agreement. The eligibility requirements of this paragraph 15.4 may be waived for regularly assigned employees who request and receive permission to be off on any of the specified qualifying days.

15.5 A holiday which falls during an Employee's vacation period or rest day may be

banked and used within 90 days. Requests to use banked holidays will be made, in writing, with 48 hours notice and will be subject to approval based on the needs of the service. Holidays which are not used upon the completion of 90 days will be paid consistent with Article 15.1. Employees who choose not to elect this option, will be allowed 8 hours pay at the hourly rate in addition to the vacation allowance.

- 15.6 When employees are working a four-day, ten hours per day work week and a holiday falls on a work day in that work week, the holiday pay provided in paragraph 15.1 of this Rule will be modified to 10 hours at the straight time hourly rate and be paid to all eligible employees

END OF ARTICLE

Article 16. Personal Leave Days

- 16.1 Effective August 1, 2010, a maximum of 5 personal leave days will be allowed on the following basis:
- a. Employees with at least 1 year of service will be entitled to 1 personal leave day.
 - b. Employees with at least 5 years of service will be entitled to 3 personal leave days.
 - c. Employees with at least 10 years of service will be entitled to 4 personal leave days.
 - d. Employees with at least 20 years of service will be entitled to 5 personal leave days.
- 16.2 Personal leave days provided for in Paragraph 16.1 of this Rule may be taken upon 48 hours advance notice from the employee to the proper Carrier Officer, consistent with the needs of the service.
- 16.3 Personal leave days must be taken within a 15 month period beginning with January 1 of each year. Personal leave days not taken within that 15 month period will be forfeited.
- 16.4 Payment for personal leave days will be 8 hours at the straight time hourly rate. When employees are working a four (4) day, ten (10) hours per day work week, the payment for personal leave days will be ten (10) hours at the straight time hourly rate.
- 16.5 If Personal Leave Days are taken immediately preceding or following a statutory holiday it is understood that 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.

END OF ARTICLE

Article 17. Bereavement

- 17.1 Employees will be allowed bereavement leave not to exceed three calendar days following the date of a death to a spouse, child, spouse's child, parent, spouse's parent, sibling, grandparent, or grandchild .
- 17.2 Employees will be paid 8 hours at the straight time rate for each working day lost during bereavement leave with a maximum of 3 days.
- 17.3 Bereavement pay will not be allowed to Employees who are otherwise absent from work and will not duplicate payments made for holidays or vacation.
- 17.4 Employees will have the following options in deciding when to take bereavement leave:
- (a) three consecutive calendar days, commencing with the day of death;
 - (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.
- 17.5 Employees will be allowed to use paid leave days (including sick days) to extend the bereavement period outlined above.
- 17.6 Employees will be allowed to utilize the provisions of 17.5, and/or unpaid leave days up to a maximum of 3 days, for bereavement for the death of a spouse's sibling or sibling's spouse. Time off will be taken in accordance with Article 17.4.

END OF ARTICLE

Article 18. Vacation

- 18.1 The beginning date for determination of continuous service will be the employee's entered service date as provided for in Paragraph 6.6 of this Agreement.
- 18.2 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.
- 18.3 Two weeks vacation, each week consisting of five (5) consecutive work days with pay will be granted yearly to an 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 in each of two (2) such years, not necessarily consecutive.
- 18.4 Three weeks vacation, each week consisting of five (5) consecutive work days with pay will be granted yearly to an 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 in each of eight (8) of such years, not necessarily consecutive.
- 18.5 Four weeks vacation, each week consisting of five (5) consecutive work days with pay will be granted yearly to an 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 in each of seventeen (17) of such years, not necessarily consecutive.
- 18.6 Five weeks vacation, each week consisting of five (5) consecutive work days with pay will be granted yearly to an 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 in each of twenty-five (25) of such years, not necessarily consecutive.

- 18.7 Calendar days in each current qualifying year on which an employee renders no service because of sickness or injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.
- 18.8 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.
- 18.9 Each employee will receive 8 hours at the straight time hourly rate for each vacation day.
- 18.10 Vacations will be scheduled in cooperation with the local committee and local management. At all times, the needs of the service will prevail.
- 18.11 Employees entitled to 2 weeks vacation or more may schedule one (1) week (5 days) one day at a time. Employees entitled to 4 weeks vacation or more may schedule two (2) weeks (10 days) one day at a time. Permission from the supervisor must be sought and received before the vacation day is taken.
- 18.12 Employees assigned to a four (4) day work week will receive a credit of 1.25 days for each day of compensated service towards vacation accrual.

- 18.13 Employees on leaves of absence as duly accredited representatives with the Organization will, upon return to active service, be considered as having been in continuous compensated service of the Company for the purpose of calculating their years of service for vacation qualifying purposes, after they render compensated service with the Company on the necessary number of days in a calendar year to qualify for a vacation in the following year.
- 18.14 Employees are considered unavailable and not subject to call during their vacation period. The vacation period includes rest days immediately following the vacation days. However, employees desiring to be called for overtime on these rest days will be called, provided they notify their supervisor in advance and in writing. The vacation period does not include rest days preceding and contiguous to the start of the vacation period. This also applies to employees who are permitted to take vacations in increments of less than 40 hours and in conjunction with rest days following the work week.
- 18.15 All other provisions of the December 17, 1941, National Vacation Agreement will apply to this Agreement.

END OF ARTICLE

Article 19. Retention of Seniority

- 19.1 Employees who, subsequent to the effective date of this Agreement, are appointed to supervisory or official positions not subject to the application or exercise of seniority under this Agreement shall retain all their seniority rights and shall continue to accumulate seniority provided they pay a fee no greater than the current dues and assessments being paid by the Carrier's employees covered by this Agreement.
- 19.2 In the event an employee fails to comply with Section 19.1 above, the Duly Accredited Representative shall so notify the Director of Labor Relations and the employee. Within thirty (30) days after receipt of a subsequent notification from the Director of Labor Relations the employee will forfeit his seniority unless the employee involved remits all monies due the union.
- 19.3 The Carrier shall provide the Organization with the name and address of all employees who appear on any roster covered by the scope of this Agreement and who hold an official or supervisory position with Springfield Terminal Railway Company within thirty (30) days of the execution of this Agreement or, in the case of employees not presently holding supervisory or official positions with Springfield Terminal Railway Company, within thirty (30) days of appointment to a supervisory or official position.

END OF ARTICLE

Article 20. Displacements

- 20.1 An employee whose position is abolished may exercise his seniority to any position for which he is qualified held by a junior employee within three (3) calendar days after the effective date of abolishment, exclusive of weekends, holidays, or excused absences. An employee who is displaced may exercise his seniority to any position for which he is qualified held by a junior employee within three (3) calendar days after the date of displacement, exclusive of weekends, holidays, or excused absences. Employees who elect to take three (3) days to make the displacement, must notify the Carrier which position they will be displacing no later than two (2) calendar days after the effective date of their abolishment or displacement from their previous position. Prior requirements to displace in the highest class or same class are deleted. The Manager of Personnel must be notified, in writing, of the displacement before the end of shift on the previous day of the assignment to be displaced.
- 20.2 An employee whose regular position is abolished or who is displaced from his regular position while on leave of absence, sick leave, vacation, or suspension may, within five (5) calendar days after his return, displace to any position for which he is qualified held by a junior employee (including rights to promotion). Rights to promotion may only be exercised to positions filled subsequent to the effective date of this Agreement.
- 20.3 An employee returning from a leave of absence, sick leave, vacation, or suspension may return to his former position or, within three (3) calendar days after return, exclusive of weekends, holidays, or excused absences, may displace to or claim seniority for any position for which he is qualified which was bulletined and assigned in his absence to a junior employee (including rights to promotion), whether the position is still in existence or was subsequently abolished prior to the employee's return to duty. Rights to promotion may only be exercised to positions filled subsequent to the effective date of this Agreement.
- 20.4 Employees currently appointed to supervisory or official positions and employees so appointed subsequent to the effective date of this agreement who comply with the provisions of Article 19 of this Agreement who are removed from such positions by the Carrier (other than through dismissal for cause) may

displace any employee with less seniority or may bid on a bulletined vacancy. However, employees suspended from service for sixty (60) days or less while in their appointed positions may not displace any employee under this Agreement or bid a bulletined vacancy. Employees suspended for more than sixty (60) days may bid on any bulletined vacancy to be effective after sixty (60) days but may not displace any regular assigned employee.

20.5 Employees referenced in paragraph 20.4 who voluntarily demote themselves may bid on any advertised position thereafter, but may not displace any regular assigned employee.

20.6 Employees who fail or are unable to exercise their seniority may be assigned at the discretion of the Carrier to other than Production Crews, if such assignment is possible subject to the terms of paragraph 4.3 of this Agreement. If not, such employees will be considered furloughed.

END OF ARTICLE

Article 21. Cancellation/Abolishment

- 21.1 Notice of force reduction or abolishment of positions shall be given not less than five (5) working days (four (4) working days for four (4) day gangs) in advance and such notice shall be promptly posted identifying the positions to be abolished. Employees whose positions are abolished must fulfill the requirements of Article 20 of this Agreement. A copy of the abolishment notice shall be furnished to the designated union representatives.
- 21.2 The Carrier has the right at any time to cancel any assignment due to emergencies such as flood, snow storm, hurricane, tornado, earthquake, fire, or labor dispute, provided the Carrier's operations are suspended in whole or in part. Such assignments will be restored as soon as possible once the emergency has ended.

END OF ARTICLE

Article 22. Use of Personal Auto While on Duty

22.1 Employees who use their personal autos while on duty and under pay will be allowed the prevailing corporate rate per mile for such use.

END OF ARTICLE

Article 23. Physical Condition - Board of Doctors

- 23.1 When an employee covered by this Agreement has been removed from or is withheld from service on account of his physical condition and the Organization desires the question of his physical fitness to be finally decided before he is permanently removed from his position or restricted from resuming service, the case shall be handled in the following manner:
- (a) The General Chairman will bring the matter to the attention of the Director of Labor Relations. He and the General Chairman shall then each select a doctor to represent them, each notifying the other of the name and address of the doctor selected. The two (2) doctors thus selected shall confer and if they disagree on the nature of illness, they shall appoint a third doctor.
 - (b) Such Board of Doctors shall then fix a time and place for the employee to meet them. After completion of the examination they shall make a report in triplicate, one (1) copy to be sent to the Medical Director, one (1) copy to the Director of Labor Relations of the Springfield Terminal Railway Company, and one (1) copy to the General Chairman.
 - (c) The decision of the Board of Doctors on the physical fitness of the employee to continue in his regular occupation or to resume service shall be final, but this does not mean that a change in physical condition shall preclude a re-examination at a later time.
 - (d) The doctors selected for such board shall be experts in the disease from which the employee is alleged to be suffering, and they shall be located at a convenient point so that it will be only necessary for the employee to travel a minimum distance, and if possible, not be away from home for a longer period than one (1) day.
 - (e) Springfield Terminal Railway Company and the Employee shall each defray the expenses of its respective appointee. At the time their report is made, a bill for the fee, and traveling expenses if there are any, of the third appointee should be made in duplicate and one (1) copy sent to the Medical Director and one (1) copy to the General Chairman. Springfield

Terminal Railway Company and the Organization shall each pay one-half of the fee and traveling expenses of the third appointee.

23.2 It is understood that the provisions of this Article will not apply to job-related illness or injuries.

END OF ARTICLE

Article 24. Duly Accredited Representative

- 24.1 The term "Duly Accredited Representative," as used in this Agreement, will be understood to mean the representative(s) or System Officer(s) of the Organization signatory hereto.
- 24.2 The Organization will notify the Director of Labor Relations in January of each year of who the Duly Accredited Representatives are. Any changes will also be sent to the Director of Labor Relations within fifteen (15) days of the change.

END OF ARTICLE

Article 25. Claims and Grievances

- 25.1 All claims for compensation alleged to be due must be made in writing no later than forty-five (45) days from the date of the occurrence on which the claim is based. The claimant, or his duly accredited representative, must submit the claim containing the information specified below to the Manager of Engineering Personnel. If not presented in the manner outlined in this paragraph, a claim will not be subject to payment or denial.
- 25.2 To file a claim, a claimant or his duly accredited representative will be required to furnish sufficient information to identify the basis of claim, such as:
1. Name, Occupation, Audit/Line
 2. On and off duty times
 3. Date and time that work was performed
 4. Location and details of work performed on which claim is based
 5. Upon whose orders work was performed
 6. Description of instructions issued to have such work performed
 7. Claim being made, Rule, if known, and reason supporting claim
- 25.3 When a claim for compensation alleged to be due is not allowed, or should payment be made for less than the full amount claimed, the claimant will be so informed in writing within sixty (60) days from the date the claim is received. If claimant is not so notified, the claim will be allowed, but such payment will not validate any other such claim nor will such payment establish any precedent.
- 25.4 All time claims which are denied in whole or in part within the proper time limit may be appealed within sixty (60) days from the date of denial by the claimant or the BMWE General Chairman to the Carrier's highest designated appeals officer. Within sixty (60) days from receipt of such appeal, a date, time and place for conference will be set. Decision on appeal will be made at conference or as soon thereafter as possible.
- 25.5 The decision of the carrier's highest designated appeals officer will be final and binding unless within six (6) months of such final denial the claim is disposed of on the property or proceedings for disposition of the claim are instituted by

the BMW to a tribunal having jurisdiction by law or agreement.

25.6 The time limits specified within this Article 25 may be extended by mutual agreement.

END OF ARTICLE

Article 26. Discipline

- 26.1 No employee will be disciplined without a fair hearing. The notice of hearing will be mailed to the employee within 14 days of the Carrier's first knowledge of the act or occurrence. The notice of hearing will contain information sufficient to apprise the employee of the act or occurrence to be investigated. Such information will include date, time, location, assignment, and occupation of employee at the time of the incident. The notice of hearing will also include a list of witnesses to be called. The hearing will be scheduled to take place on a regularly scheduled work day within 30 days of the Carrier's first knowledge of the act or occurrence. The hearing may be postponed by either party due to sickness, injury, or vacation of principals or witnesses. The hearing may be postponed for other reasons by mutual consent of the parties. The hearing may be adjourned to secure necessary witnesses or if it cannot be completed in a day. Hearings will be held at one of the following locations, whichever is closest to the employee's headquarter point - Waterville, Rigby, No. Billerica, East Deerfield. Employees required to attend a hearing at a location other than the location closest to the headquarter point will be allowed Personal Auto Expense payment from the location closest to the headquarter point to the location where the hearing is held and return.
- 26.2 An employee may not be suspended pending a hearing except when the act or occurrence to be investigated is of a serious nature such as Rule G, insubordination, extreme negligence, dishonesty, or when continuing an employee in service may constitute a threat to Carrier personnel, carrier property, or property entrusted to the custody of the Carrier. Suspension pending a hearing will not be considered as prejudicial to the employee and will be used sparingly by the Carrier.
- 26.3 The employee will have the opportunity to request that the Carrier provide necessary witnesses not listed on the notice of hearing and will have the opportunity to secure the presence of witnesses in his own behalf. The employee will have the right to representation and he and his representative will have the right to question all witnesses.
- 26.4 The employee must be notified within fifteen (15) days of the completion of

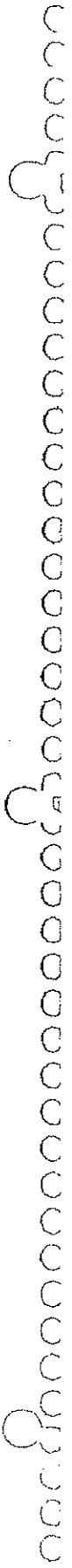
the hearing if discipline will be assessed. The employee and the General Chairman will be provided with a copy of the hearing transcript at the time the discipline decision is rendered. The types of discipline which may be assessed are reprimand, disqualification, deferred suspension, relevant training, actual suspension, and dismissal. The types of discipline may be assessed individually or in combination. The employee will be required to serve deferred suspension only if he commits another offense for which discipline is imposed within the succeeding six (6) month period.

- 26.5 If the finding of the hearing is that the employee is not at fault, he will be compensated for the actual wages lost, if any. If no wages are lost, employee will be paid in accordance with Article 38 of this Agreement.
- 26.6 If the finding of the hearing is that the employee is at fault, appeal of discipline assessed must be made within thirty (30) days of the date of the discipline notice. Such appeal must be made in writing by the BMW General Chairman to the Carrier's highest designated appeals officer. Conference must be scheduled within ten (10) days of receipt of appeal. Written response to the appeal will be issued within fifteen (15) days from the date of the conference. If the decision of the Carrier on appeal is in favor of the employee, he will be paid in accordance with paragraph 26.5 of this Article. If the appeal is denied, that decision will be final and binding unless within six (6) months of such denial the case is disposed of on the property or proceedings for disposition of the case are instituted by the BMW to a tribunal having jurisdiction by law or agreement.
- 26.7 If the Carrier's discipline decision is modified or overturned at any stage of handling resulting in a payment to the employee, such payment may be offset by any earnings received by the employee during the relevant time period which would not have otherwise been earned but for the discipline. The Carrier will work with the appropriate government agencies to assure that no Railroad Retirement benefits are adversely affected by the operation of the above provision.
- 26.8 (a) An Employee may be disciplined by reprimand, deferred suspension, or actual suspension without a hearing when the involved employee, his duly accredited representative, and the authorized carrier official agree,

in writing, to the responsibility of the employee and the discipline to be imposed.

- (b) The content of the discussion referred to in paragraph 26.8 (a) above will be considered off the record if a resolution is not achieved and such discussions will not be referred to at any subsequent handling of the case.
- (c) Any discipline imposed in accordance with paragraph 26.8 (a) above will be final with no right of appeal.

END OF ARTICLE



Article 27. Production Crews

27.1 (a) The Carrier may establish Production Crews for Track, B&B, and/or Mechanical forces with no assigned basic headquarters to work throughout the System wherever their use may be required.

(b) Types of work covered by Production Crews include:

- Tie
- Gauging
- Rail
- Anchoring
- Surfacing
- Retirements
- Joint Rehab
- Construction
- Bridge Repair
- Welding
- Brush Cutting
- Ditching
- Ballast Cleaning

Additional work may be assigned to a Production Crew with notification to the General Chairman.

27.2 Newly established Production Crews will start their assignment at a specified initial starting point. If said point creates a major problem, the General Chairman may handle such matter immediately with the Carrier's highest designated officer who will respond thereon in writing within five (5) days providing the basis for final resolution.

27.3 (a) When such Production Crews are to be established, the Carrier will give written notice thereof to the General Chairman indicating at least the following:

- 1) Type of production unit.
- 2) Production Zone within which programmed to work.

- 3) Estimated length of time Production Crew will operate.
 - 4) Number of positions by class to be assigned.
 - 5) Number of days per week unit will work.
- (b) It is understood that should a Production Crew contain more than 10 positions, an additional Foreman or Assistant Foreman will be assigned.
- 27.4 Positions to be established will include the information set forth in Paragraph 27.3 above and will be bulletined in accordance with Article 8.
- 27.5 Assignments to these Production Crews will be made on the basis of prior rights as specified in Paragraph 4.2 (a), (2), (3), or (4), depending on the location of the Crew, and then System rights as specified in paragraph 4.2 (b), in seniority order. Employees assigned to these Crews will operate with the Crew wherever their use may be required throughout the Production Zone.
- 27.6 Employees assigned to these Production Crews may perform the primary duties of their positions throughout the Production Zone without regard to seniority districts. However, in performing such duties, they will be restricted from performing normal, day to day maintenance work if such work could be performed more efficiently by employees on the separate seniority district or section crews. Crews may perform other production work in conjunction with the main task(s) being performed. Such work will not exceed five (5) days. After five (5) days the crew will be returned to the main task, unless prior arrangements have been made between the General Chairman and the Director of Labor Relations.
- 27.7 Members of maintenance crews will be entitled to payment as provided in paragraph 27.13 if they perform work in conjunction with a production crew. In addition they will be provided the same payment if they perform production work in excess of; 85 spiked ties per day, surfacing more than 750 feet of track or installing more than 800 feet of continuous welded rail. It is understood that maintenance crews time will begin and end at their assigned headquarters and the Carrier will provide transportation to and from the work site.
- 27.8 The work week for employees assigned to positions in these Production Crews

will consist of four (4) days of ten (10) straight time hours each with rest days of Friday, Saturday and Sunday or Saturday, Sunday and Monday or five (5) days of eight (8) hours each pursuant to Article 9 of this Agreement. An original determination of whether a Production Crew is to be established for four (4) or five (5) days will be made in the notice given to the General Chairman pursuant to paragraph 27.3(a) above. Thereafter, as the requirements of the service dictate, the work week may be changed from four (4) days of ten (10) straight time hours each to five (5) days of eight (8) straight time hours each, or vice versa, upon at least five (5) calendar days written notice to the Crew and the General Chairman by Chief Engineer or his designee to be effective on the following Monday. Such change may be made in less than five (5) days upon concurrence of the General Chairman.

- 27.9 Employees assigned to a four (4) day work week will receive a credit of 1.25 days for each day of compensated service towards vacation accrual.
- 27.10 On agreed upon holidays, Production Crews will receive one (1) day's pay at the appropriate rate of the assignment for the holiday. By agreement between the General Chairman and the Chief Engineer the day designated as the holiday may be changed from the assigned agreed upon day to the last day or the first day of the work week.
- 27.11 The days designated as relief days may be Friday, Saturday and Sunday or Saturday, Sunday and Monday and may not be changed without an agreement once the assignment is advertised on a specific Production Crew. However, such agreement will not be unreasonably withheld.
- 27.12 Changes made in accordance with paragraphs 27.7 and 27.10 hereof will not require rebulletining of the positions. Neither will they be the basis to permit employees assigned to positions in these Production Crews to exercise displacement rights.
- 27.13 Employees assigned to positions on Production Crews will be allowed per diem expenses each day worked for, meals, lodging, and travel as follows:

September 1, 2020	\$53.50
September 1, 2021	\$54.50
September 1, 2022	\$55.50
September 1, 2023	\$56.50
September 1, 2024	\$57.50
September 1, 2025	\$58.50

27.14 The estimated length of time for a Production Crew as referred to in paragraph 27.3(a) 3) hereof is not a guarantee. These crews may be terminated earlier than the estimated length of time by abolishment of all positions therein by proper notice to the individual employee, or in an emergency. If it is intended to continue the crew in operation beyond the estimated length of time as specified in paragraph 27.3(a)3,) written notice will be given to the General Chairman as promptly as possible setting forth an estimate of the additional length of time the crew will operate.

27.15 In the event a Production Crew is used in a Production Zone other than as specified pursuant to paragraph 27.3(a)2,) such Production Crew will be abolished and re-bulletined in accordance with paragraph 27.4. These Production Crews may work outside their zone for a maximum of ten (10) days, in conjunction with the abolishment period outlined above, when such work is a continuation of the work already in progress and continuous with the track worked on within their zone.

27.16 It is understood that the provisions of the Agreement which require employees to protect their seniority rights in their home seniority district or which allow for the force assignment by the Carrier to temporary non-production positions will not apply to employees while they are working in Production Crews.

END OF ARTICLE

Article 27A. Crane Operators

- 27A.1 The Carrier may establish Crane Operator's positions as necessary.
- 27A.2 Positions will be advertised as Eastern District, or Western District Positions. The Eastern District will include all territory east of CPF 201 (inclusive). The Western District will include all territory West of CPF 201. An employees Prior Rights Zone or System Seniority Zone will determine their District.
- 27A.3 In the event no roster rated crane operator bids on these vacancies, the Carrier will have the right to force assign the junior qualified employee within that District. The Carrier may also elect to consider this an on-the-job training opportunity and fill the position in accordance with Article 7.4.
- 27A.4 The Carrier will advertise these positions as production *per diem* assignments. In the event the employee is required to report outside their home Production Zone, the Carrier will provide lodging.
- 27A.5 Employees will maintain all licenses required to operate the Carrier's cranes within their Districts. Failure to do so will result in forfeiture of their Crane Operators Seniority.

END OF ARTICLE

Article 28. Tools (WER)

28.1 Work Equipment Repairmen will provide the small hand tools listed below:

SOCKET SETS

- 1 ea. 1/4" Drive set with metric & standard sockets
1/4" Drive extensions
- 1 ea. 3/8" Drive set with ratchet, 5" to 10" extensions, and a universal joint
3/8" Drive standard short socket set from 3/8" to 3/4"
3/8" Drive standard 6 pt deep socket set from 3/8" to 7/8"
3/8" Drive metric 6 pt short socket set from 8-19 mm.
3/8" Drive metric 6 pt deep socket set from 8-19 mm.
- 1 ea. 1/2" Drive ratchet w/Standard (1/2" - 1 1/8") and Metric (10 mm - 24 mm) Sockets - Short and Deep
- 1 ea. Spark plug socket 5/8" and 13/16"
- 1 ea. 1/2" to 3/8" adaptor
3/8" to 1/2" adaptor
1/2" to 3/4" adaptor
- 1 ea. 3/8" drive torx set 10-T55
- 1 ea. 1/2"-1/4" 1/2" drive deep socket
3/8" drive Allen sockets

WRENCHES

- 1 ea. Standard combination wrench set 3/8" to 1"
Metric combination wrench set 8-22 mm.
Metric Allen wrenches "L" shape
- 12" Pipe Wrench
Standard Allen wrenches "L" shape

SCREW DRIVERS

- 1 ea. Flat blade 1 1/2", 4", 8" and 12" long
Phillips #'s 1, 2, 3, and 4

PLIERS

- 1 ea. 12" Crescent wrench
15" Crescent wrench
Needle Nose Vice Grips
Large Vice grip
Small Vice Grips
Wire strippers / crimpers
- Diagonal side cutter
Combination Pliers
12" Channel lock
Filter Pliers
Needle nose pliers

MISCELLANEOUS

- 1 ea. Ball peen hammer
Soft tip hammer
Punch set with one brass punch, center punch
Chisel set
Hack saw and blade
Gasket scraper
Flat file with handle
- Pry Bar Set
Test light 12- volt
Digital volt ohm meter
Jumper wires
Pry bar set
Round file with handle
10' Tape Measure

28.2 The Carrier will provide all hand tools not listed and all specialty tools required for the performance of duty.

28.3 The Carrier will pay, by December of each year, an annual tool allowance to employees for the replacement of tools listed in paragraph 28.1 above in accordance with the following schedule:

2020	\$325.00
2021	\$325.00
2022	\$330.00
2023	\$335.00
2024	\$340.00

The tool allowances set forth above will be pro-rated for each month the employee does not work in WER.

END OF ARTICLE

Article 29. Tools (B&B)

29.1 Bridge and Building employees that are holding a position above Mechanic Helper will be required to provide the tools listed below:

22 oz framing hammer
48" level
Framing square
Wood chisels, 1/2", 3/4", 1"
Flat pry bar
10 1/2" nail puller
25 ft tape measure
10" vise grip
Razor knife (retractable)
10" slip jaw pliers
8" Lineman pliers (channel lock)
Open end wrench set 1/4" to 7/8"
Putty knife
Screw drivers (large phillips, small phillips, large slotted, small slotted)
10" adjustable wrench
Combination square
1 Pair of Waders (First pair provided by the Carrier.)

29.2 The Carrier will provide all hand tools not listed and all specialty tools required for the performance of duty.

29.3 The Carrier will pay, by December of each year, an annual tool allowance to employees for the replacement of tools listed in paragraph 29.1 above in accordance with the following schedule:

2020	\$190.00
2021	\$190.00
2022	\$195.00
2023	\$200.00
2024	\$205.00

The tool allowances set forth above will be pro-rated for each month the employee does not work in B&B.

END OF ARTICLE

Article 30. Rates of Pay

30.1

Position	Aug. 12, 2019	Sept. 1, 2020	Sept. 1, 2021	Sept. 1, 2022	Sept. 1, 2023	Sept. 1, 2024
I&R Foreman, WWTPO	\$30.86	\$31.48	\$32.11	\$32.75	\$33.65	\$34.58
Production Foreman	\$30.55	\$31.16	\$31.78	\$32.42	\$33.31	\$34.23
Maintenance, Welding and B&B Foreman	\$29.09	\$29.67	\$30.26	\$30.87	\$31.72	\$32.59
Work Equipment Repairman	\$28.28	\$28.85	\$29.43	\$30.02	\$30.85	\$31.70
Asst. Foreman, Crane Operator, CDL-A Operator	\$28.18	\$28.74	\$29.32	\$29.91	\$30.73	\$31.58
Tamper/Liner, Brontosaurus, & CDL-B Operator	\$28.05	\$28.61	\$29.18	\$29.76	\$30.58	\$31.42
Welder, B&B Mechanic	\$27.91	\$28.47	\$29.04	\$29.62	\$30.44	\$31.28
Ride On E.O., Welding Plant Mechanic	\$27.64	\$28.19	\$28.75	\$29.33	\$30.14	\$30.97
Walk Behind E.O., B&B Mech. Helper, Trackman	\$26.10	\$26.62	\$27.15	\$27.69	\$28.35	\$29.13

30.2 Entry Level 90%.....First Year
 100%.....Second Year

The following classes will not be subject to the entry level rate schedule:

- Foreman
- Qualified Welder
- Work Equipment Repairman
- Qualified Ride-on Work Equipment Operator (including Crane, Tamper/Liner, and CDL-A&B)
- Qualified B&B Mechanic
- Waste Water Treatment Plant Operator (WWTPO)

END OF ARTICLE

Article 31. Employee Information

- 31.1 Springfield Terminal Railway Company will provide the General Chairman with a list of employees who are hired or terminated, their home addresses, and Social Security Numbers, if available, otherwise the employee's identification numbers. This information will be limited to the employees covered by this Agreement and will be furnished to the General Chairman within whose jurisdiction the employees are hired or terminated. The data will be supplied within thirty (30) days after the end of the month in which the employee is hired or terminated. Where Springfield Terminal Railway Company cannot meet the thirty (30) day requirements, the matter will be worked out with the General Chairman.

END OF ARTICLE

Article 32. Headquarters Points

- 32.1 (a) When it is desired to have an assignment regularly report to a headquarters point, the Carrier will designate such headquarters point.
- (b) At the designated headquarters points, the Carrier will provide lockers, washing and toilet facilities, filtered, spring or purified potable water, adequate heating and lighting, table and seating.
- (c) Designated headquarters points will be maintained in a clean and sanitary condition by the employees.
- (d) The Carrier will assure that the headquarters points and the amenities maintained therein are kept in good repair.
- (e) All active Maintenance of Way Employees will be provided with a water cooler. Thereafter, each active employee will receive a \$5 yearly payment to maintain those coolers.

END OF ARTICLE

Article 33. Sick Leave Days

- 33.1 Employees will be granted sick leave each calendar year as follows:
- | | |
|--------------------------|-------------------|
| 2 years of service..... | 2 Sick Leave Day |
| 8 years of service..... | 3 Sick Leave Days |
| 17 years of service..... | 4 Sick Leave Days |
| 25 years of service..... | 5 Sick Leave Days |
- 33.2 Sick leave days provided above which remain unused at the end of each calendar year will be added to the employee's "bank" on the first day of the next calendar year. The maximum number of "bank" sick leave days will be 27 so that at any given time the employee may have a leave entitlement of 32 days (maximum 27 "bank" sick leave days plus the maximum 5 sick leave days in the new calendar year).
- 33.3 Payment for sick leave days will be 8 hours at 75% of the straight time hourly rate. Sick leave payments will not be offset by any RRUI sickness benefits the employee may receive. No sick leave benefits will be paid on any day the employee qualifies for compensation under any other Section of this Agreement or the Supplemental Sickness Benefit Plan.
- 33.4 The Carrier may require satisfactory evidence in the form of a letter or certificate from a physician confirming the employee's sickness if the employee is off sick for more than 3 consecutive days.
- 33.5 At the employees' option, the Carrier will buy back any sick leave days which remain unused at the end of each calendar year (not to include any "bank" sick leave days). Payment for unused sick leave days will be 8 hours at 50% of the straight time hourly rate and will be made by April 1st of each year.
- 33.6 At retirement, employees may sell back any unused sick leave days, including any "bank" sick leave days. Payment for these unused sick leave days will be 8 hours at 50% of the straight time hourly rate.

END OF ARTICLE

Article 34. Health and Welfare

- 34.1 The Carrier agrees to continue to provide health care coverage consisting of medical, vision, dental and early retirement, which will remain consistent at all times with the benefits of the "Railroad Employee's National Health And Welfare Plan", the "Railroad Employee's National Vision Plan", the "Railroad Employee's National Dental Plan", the "Railroad Employee's National Early Retirement Major Medical Benefit Plan", and the "Supplemental Sickness Benefit Plan", covering Maintenance of Way Employees. It is further understood that the aforementioned benefits, will be provided by the Carrier, subject to the terms and conditions set forth in paragraph 34.5. The parties' agree to "stand by" on future national agreements with respect to the health and welfare benefits referenced herein, excluding the cost share provisions, so as to effectuate the parties' intent of keeping consistent at all times with the level of benefits as nationally negotiated.
- 34.2 If the Carrier elects to select other benefit administrators in lieu of those provided by the national plans outlined in paragraph 34.1 and such administrators will provide the same level of benefits, the BMWWE agrees not to oppose such change, provided the matter is the subject of prior discussion between the Carrier and the Organization.
- 34.3 In the event of a change in administrator as described above, new booklets outlining benefits and procedures will be provided to Employees by the Carrier or the administrator.
- 34.4 All Employee co-payments for medical and prescription coverage, shall remain consistent with the co-payment amounts that are established by the plans referenced in paragraph 34.1. The list of covered prescription drugs will be maintained in keeping with the list(s) that are established by the plans referenced in paragraph 34.1.
- 34.5 (a) Employees covered under this Agreement will provide monthly cost sharing contributions for the coverage referred to in paragraph 34.1. These monthly cost sharing contributions will be made as follows:

- (b) As of the effective date of this agreement, all Employees covered by this agreement will provide a monthly cost sharing contribution in an amount that is equal to the lesser of 15% of the Carrier's monthly premium payment or \$235. This Employee cost sharing contribution will remain in effect until March 1, 2022. Beginning on March 1, 2022, all Employees covered by this agreement will provide a monthly cost sharing contribution in an amount that is equal to the lesser of 15% of the Carrier's monthly premium payment or \$250. This Employee cost sharing contribution will remain in effect until a new Agreement between the parties is ratified.
- (c) It is further understood that any Employee entitled to the benefits referred to in this Article 34, will be required to provide his/her requisite monthly cost sharing contribution [as outlined in 34.5(b)] in each and every month(s) that the Carrier is required to make premium payments on behalf of the Employee, even if the Employee is not earning wages during said month(s). In any month(s) that the Carrier is not required to make premium payments on behalf of the Employee, the Employee will not be required to make his/her requisite monthly cost sharing contribution. Eligibility for benefits is defined by the plan coverage(s), as determined by the Joint Plan Committee.

END OF ARTICLE

Article 35. Promotion by the Carrier

- 35.1 Employees who are working in other than their highest rated position may be promoted by the Carrier to a higher rated position in which they hold seniority as the needs of the service dictate. Such promotion by the Carrier will be in reverse seniority order from the roster of the promoted class. The designated headquarters point or reporting point will determine the seniority zone from which the promoted employee will be selected. In the event that during the force promotion of an Employee, a subsequent qualified Employee who is junior to the currently force promoted Employee becomes available, the currently force promoted Employee will be allowed to exercise his seniority without having to wait one bid cycle and the other junior qualified Employee will assume the force promotion. However, the currently force promoted Employee may opt to remain in the force promoted position, in which case he will be considered an automatic bidder for the position.

END OF ARTICLE

Article 36. Meal Periods

- 36.1 Employees will be designated a twenty minute time period without deduction in pay during which to take their meals. It is understood that the meal period will not start until Employees have been on duty at least four (4) hours.
- 36.2 Employees will not be required to work more than 6 hours after their first meal period without being allowed an additional meal period. Subsequent meal periods will be allowed at five (5) hour intervals. The Carrier will have the option of providing additional meals or allowing employees sufficient time to obtain and eat additional meals without loss of time.

END OF ARTICLE

Article 37. Starting Times

- 37.1 Unless otherwise provided, time of employees will start and end at their advertised headquarters.
- 37.2 One, two or three shifts may be established where necessary to meet service requirements. Employees working single shifts regularly assigned exclusively to day service will start work between 0600 and 0800 hours (for Production Crews, 0500 and 0900 hours).
- 37.3 The starting time for employees assigned to a second shift will be according to requirements. Where three shifts are regularly established, no shift will have a starting time between 12:00 o'clock midnight and 0600 hours.
- 37.4 Starting times will not be changed without at least thirty-six (36) hours notice to the employee(s) affected and not more often than every seven (7) days.
- 37.5 Daytime crews at locations where other than first shift operations are created, will not be abolished for purposes of establishing a second and/or third shift. Daytime positions at locations where other than first shift operations are created, may be reduced for purposes of establishing a second and/or third shift.
- 37.6 It is understood that other than daytime positions cannot exceed more than 20% of the Carrier's active workforce of employees holding positions under this Agreement. The current active workforce level will be indicated on job Bids and Awards.
- 37.7 Employees hired prior to January 1, 2009 may be subject to force promotion under Article 35 of this Agreement, to other than daytime positions for up to thirty (30) Calendar Days. Employees hired after January 1, 2009, may be force promoted to any position, in accordance with Article 35 of this Agreement.

END OF ARTICLE

Article 38. Examination, Training, Qualifying

38.1 All employees who are required by law or the Carrier to attend classes for operating rules, safety rules, medical and/or eye tests (including drug and/or alcohol tests), including time spent qualifying on physical characteristics or other specific training shall be paid for the actual time involved at the straight time hourly rate. Employees required to travel for such examinations, training, or qualifying, will be allowed the prevailing corporate rate. When required to remain overnight, employees will be paid expenses in accordance with Article 42 of this Agreement.

38.2 Employees will not be paid for training which is required as part of discipline.

[Note: In the application of paragraph 38.1, above, Employees required to attend return-to-work physicals will be allowed a \$50.00 per diem payment in lieu of the payment for actual time involved. No payments will be made for physicals which are required because of discipline.]

END OF ARTICLE

Article 39. Dues Deduction

- 39.1 Subject to the conditions herein set forth, the carrier will withhold and deduct from wages due employees represented by the Union amounts equal to periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Union.
- 39.2 No such deduction shall be made except from the wages of an employee who has executed and furnished to the Union a written assignment, in the manner and form herein provided, of such periodic dues, initiation fees and assessments. Such assignment shall be on the form specified in Attachment "A" hereto and shall, in accordance with its terms, be irrevocable for one year from the date of its execution, or until the termination of this Article, or until the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner.
- 39.3 Deductions as provided for herein will be made by the carrier in accordance with a deduction list furnished by the Union to the Manager of Payroll. Thereafter a list containing any additions or deletions of names, or changes in amount, shall be furnished by the Union to the Manager of Payroll on or before the 10th day of the month in which the deductions listed thereon are to become effective. The employees whose names are on such lists shall in all cases be employees who have executed wage assignments as provided herein and which assignments are unrevoked on the date the list is delivered.
- 39.4 Deductions as provided for herein will be made by the carrier from wages due employees on a weekly basis. The carrier will pay, by draft, to the order of the Secretary Treasurer, BMW, the total amount of such deductions on or before the 20th day of the month following the payroll period in which such deductions are made. With said draft, the carrier shall forward to the Union a list setting forth deductions which were actually made.
- 39.5 No deduction will be made from the wages of any employee who does not have due to him for the pay period specified an amount equal to the sum to be deducted in accordance with this Article, after all deductions for the following purposes have been made:

1. Final settlement drafts and non-negotiable wage payment orders.
 2. Payroll Taxes required by law.
 3. Railroad Retirement Board.
 4. Garnishees and wage assignments, percent required by law.
 5. Amounts due the Corporation.
- 39.6 Responsibility of the carrier under this Article shall be limited to remitting to the Union amounts actually deducted from the wages of employees pursuant to this Article and the carrier shall not be responsible, financially or otherwise, for failure to make proper deductions. Any questions arising as to the correctness of the amount deducted shall be handled between the employee involved and the Union, and any complaints against the carrier in connection therewith shall be handled by the Union on behalf of the employee concerned.
- 39.7 An employee who has executed and furnished to the Union an assignment may revoke said assignment by executing the revocation form specified herein within fifteen (15) days after the end of the year, but if the employee does not so revoke the assignment it shall be considered as re-executed and may not be revoked for an additional period of one year, unless within such year this Article or the rules and working conditions agreement between the parties hereto is terminated, and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until the employee shall execute a revocation form within fifteen (15) days after the end of any such year. Revocations of assignment shall be in writing and on the form specified in Attachment "B" hereto, and both the assignment and revocation of assignment forms shall be reproduced and furnished as necessary by the Union without cost to the carrier. The Union shall assume the full responsibility for the procurement of the execution of said forms by employees, and for the delivery of said forms to the carrier when the carrier so requests.
- 39.8 No part of this Article shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or on behalf of any

employee and no part of this or any other Article between the carrier and the Union shall be used as a basis for a grievance or time claim by or on behalf of any employee predicated upon any alleged violation of, or misapplication or non-compliance with, any part of this Article.

39.9 The Union shall indemnify, defend and save harmless the carrier from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Article.

39.10 (a) The Carrier will deduct from the wages of employees voluntary political contributions upon their written authorization in the form (individual authorization form) agreed upon by the Parties hereto, copy of which is attached, designated "Attachment C" and made a part hereof.

(b) Voluntary political contributions will be made monthly from the compensation of employees who have executed a written authorization providing for such deductions. The first such deduction will be made in the month following the month in which the authorization is received. Such authorization will remain in effect for a minimum of twelve (12) months and thereafter until canceled by thirty (30) days advance written notice from the employee to the Organization and the Carrier. Changes in the amount to be deducted will be limited to one change in each twelve (12)-month period.

39.11 The General Chairman or his designated representative shall furnish the Carrier, with copy to appropriate units of the Organization, an initial statement by lodges, in alphabetical order and certified by him, showing the amounts of deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover, and payroll deductions of such amounts will commence in the month immediately following. Subsequent monthly deductions will be based on the initial statement plus a monthly statement showing additions and/or deletions furnished in the same manner as the initial statement required hereinabove.

39.12 Monthly voluntary political contribution deductions will be made from

wages at the same time that membership dues are deducted from the employee's paycheck. Deduction authorization must be for flat amounts in dollars and cents.

- 39.13 Concurrent with making remittance to the Organization of monthly membership dues, the Carrier will make remittance of voluntary political contributions to the officer of the Organization's Political League designated to receive same, together with a list prepared in accordance with the requirements of the Dues Deduction Agreement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.
- 39.14 Paragraph 39.5 is hereby amended to provide that deductions of employees voluntary political contributions will immediately follow the priority position of union dues deductions.
- 39.15 The requirements of this Agreement shall not be effective with respect to any individual employee until the employer has been furnished with a written authorization of assignment of wages of such monthly voluntary political contribution.

END OF ARTICLE

ATTACHMENT "A"

WAGE DEDUCTION AUTHORIZATION

SPRINGFIELD TERMINAL RAILWAY COMPANY
AND
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Audit Number _____ / Line _____ Social Security Number _____

Employee's Last Name (Print) _____ First Name _____ Middle Initial _____

Employee's Home Address Street and Number _____ Town _____ State _____ Zip _____

I hereby assign to the Brotherhood of Maintenance of Way Employees that part of my wages necessary to pay initiation fees, periodic dues and assessments (not including fines and penalties) as certified to the carrier by the Union as provided in the Deduction Agreement, entered into by the Carrier and the Union; and I authorize the carrier to deduct such sum from my wages and pay it over to the Union in accordance with the Deduction Agreement.

Date _____ Signature _____ Local No. _____

ATTACHMENT "B"

WAGE ASSIGNMENT REVOCATION

SPRINGFIELD TERMINAL RAILWAY COMPANY
AND
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Audit Number _____ /Line _____ Social Security Number _____

Employee's Last Name (Print) _____ First Name _____ Middle Initial _____

Employee's Home Address Street and Number _____ Town _____ State _____ Zip _____

Effective in the next calendar month, I hereby revoke the Wage Assignment Authorization now in effect assigning to the Brotherhood of Maintenance of Way Employees that part of my wages necessary to pay my periodic dues and assessments (not including fines and penalties), and I hereby cancel the Authorization.

Date _____ Signature _____ Local No. _____

ATTACHMENT "C"

IBT D.R.I.V.E.

CONTRIBUTION DEDUCTION AUTHORIZATION

SPRINGFIELD TERMINAL RAILWAY COMPANY

and the

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

Attn: Payroll Department
Springfield Terminal Railway Company
High Street, Iron Horse Park
No. Billerica, MA 01862

I hereby authorize you to deduct from my wages the sum of \$_____ for each month in which compensation is due. This authorization is voluntarily made, with the understanding that the monies deducted will be deposited in the account of the IBT - D.R.I.V.E. and will be used solely for the purpose of making political contributions in connection with Federal, State and Local Elections.

I understand that contributions or gifts to the IBT - D.R.I.V.E. are not deductible as charitable contributions for federal income tax purposes.

It is understood that this authorization will remain in effect for a minimum of twelve (12) months and may thereafter be revoked by giving the Carrier and the Organization thirty (30) days advance notice in writing of my desire to do so.

Date

Signature

Telephone Number

Audit/Line

BMWE Lodge Number

Social Security Number

IBT - D.R.I.V.E. CONTRIBUTION

END OF ARTICLE

Article 40. Union Shop

- 40.1 In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the carrier 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 craft or class 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 by any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this Article shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.
- 40.2 (a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more, 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 Paragraph 40.1 of this Article so long as they remain in such other employment, or 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 to such agreements, be required to become and remain members of the organization representing their class or craft 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 Article but such employees shall, upon resumption of employment be considered as new employees for the purposes of applying this Article.

(c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this paragraph, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Paragraph 40.1 of this Article so long as they are not in service covered by such agreements, 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 class or craft.

(d) Employees who retain seniority under the rules and working conditions agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions agreement of that class or craft 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 class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

40.3 Nothing in this Article 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 Article, 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.

40.4 (a) Each employee covered by the provisions of this Article shall be

considered by the carrier to have met the requirements of the Article unless and until such carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered 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 Article 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 the individual railroad and the organizations involved and the form shall make provision for specifying reasons for the allegation of non-compliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered mail, Return Receipt requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this Article, shall within a period of ten calendar days from the date of receipt of such notice, request the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to afford him a hearing. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the organization, by Registered Mail, 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 the carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier 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 the 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, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this Article, 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, Return Receipt Requested directly to the highest officer of the carrier designated to handle appeals under this Article. 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, 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, Return Receipt Requested .

If the decision on such appeal is that the employee has not complied with the terms of this Article, 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 Paragraph 40.4(c) below. Any request for selection of a neutral person

as provided in Paragraph 40.4(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 Article the organization or the employee involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as solo arbitrator to decide the dispute shall be selected by the highest officer of the carrier designated to handle appeals under this Article or his designated representative, the Chief Executive of the organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered Mail, 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 paragraph may be extended in individual cases by written agreement between the carrier and the organization.
- (e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between the carrier and the organization will not apply to cases arising under this Article.

(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 receive and serve the notices described herein. The carrier shall notify the General Chairmen of the organization in writing of the title(s) and address(es) to receive and serve the notices described herein.

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

40.5 Other provisions of this Article 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 paragraph for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Paragraph 40.4, 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 provision of this paragraph shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the agreement 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.

40.6 An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this Article or whose employment is extended under Paragraph 40.5 shall have no time or money claims by reason thereof.

If the final determination under Paragraph 40.5 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Article shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Paragraph 40.5, or while such

determination may be stayed by 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 Article or upon an alleged violation, misapplication or non-compliance with any provision of this Article. If the final determination under Paragraph 40.5 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 this Article.

- 40.7 In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provision of this Article, 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 provision of this Article.
- 40.8 An employee whose employment is terminated as a result of non-compliance with the provisions of this Article shall be regarded as having terminated his employee relationship for vacation purposes.

END OF ARTICLE

Article 41. Off Track Vehicles Accident Protection

41.1 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 operating, riding in, boarding, or alighting from off-track vehicles authorized by the carrier and any accident which occurs while an employee is under pay.

(b) Payments to be Made:

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs 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	\$300,000
Loss of Both Hands	300,000
Loss of Both Feet	300,000

Loss of Sight of Both Eyes	300,000
Loss of One Hand and One Foot	300,000
Loss of One Hand and Sight of One Eye	300,000
Loss of One Foot and Sight of One Eye	300,000
Loss of One Hand or One Foot or Sight of One Eye	150,000

"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.

Not more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of 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 \$1000.00 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 \$10,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$10,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment in Case of Accidental Death

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

(d) Exclusions

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

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;

- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant on 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 41 is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereof 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 October 25, 1978.

It is understood that no benefits or payments will be due or payable to an 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 this Agreement of April 21, 1969, as amended by Article VI of Mediation Case No. A-10427, dated November 13, 1979, and identified in the Schedule Agreement as Article 41,

(employee or personal representative)
agrees to be governed by all of the conditions and provisions said and set forth by Article 41 of the Schedule Agreement dated _____."

- (g) From Letter of Understanding dated November 13, 1979 attached to Mediation Case No. A-10427 with reference to the April 21, 1969 National Agreement:

It is understood that subject to the terms and conditions of the National Agreement this coverage applies to a BMW employee when he is operating a company owned or leased vehicle unless that usage is contrary to authorization. An employee also is covered for use of his personal automobile, while under pay, in directly reporting for or directly returning from trouble calls after release from his normal tour of duty.

END OF ARTICLE

Article 42. Personal Expenses

- 42.1 Employees required to remain away from their assigned headquarters overnight will be furnished lodging and meals by the Carrier. If lodging and/or meals are not furnished by the Carrier, employees will be reimbursed for actual necessary expenses upon submission of receipts.
- 42.2 Employees will receive payment of personal expenses within 30 days after filing personal expense account. Expenses will be submitted within thirty (30) days after the end of the month in which they were incurred.

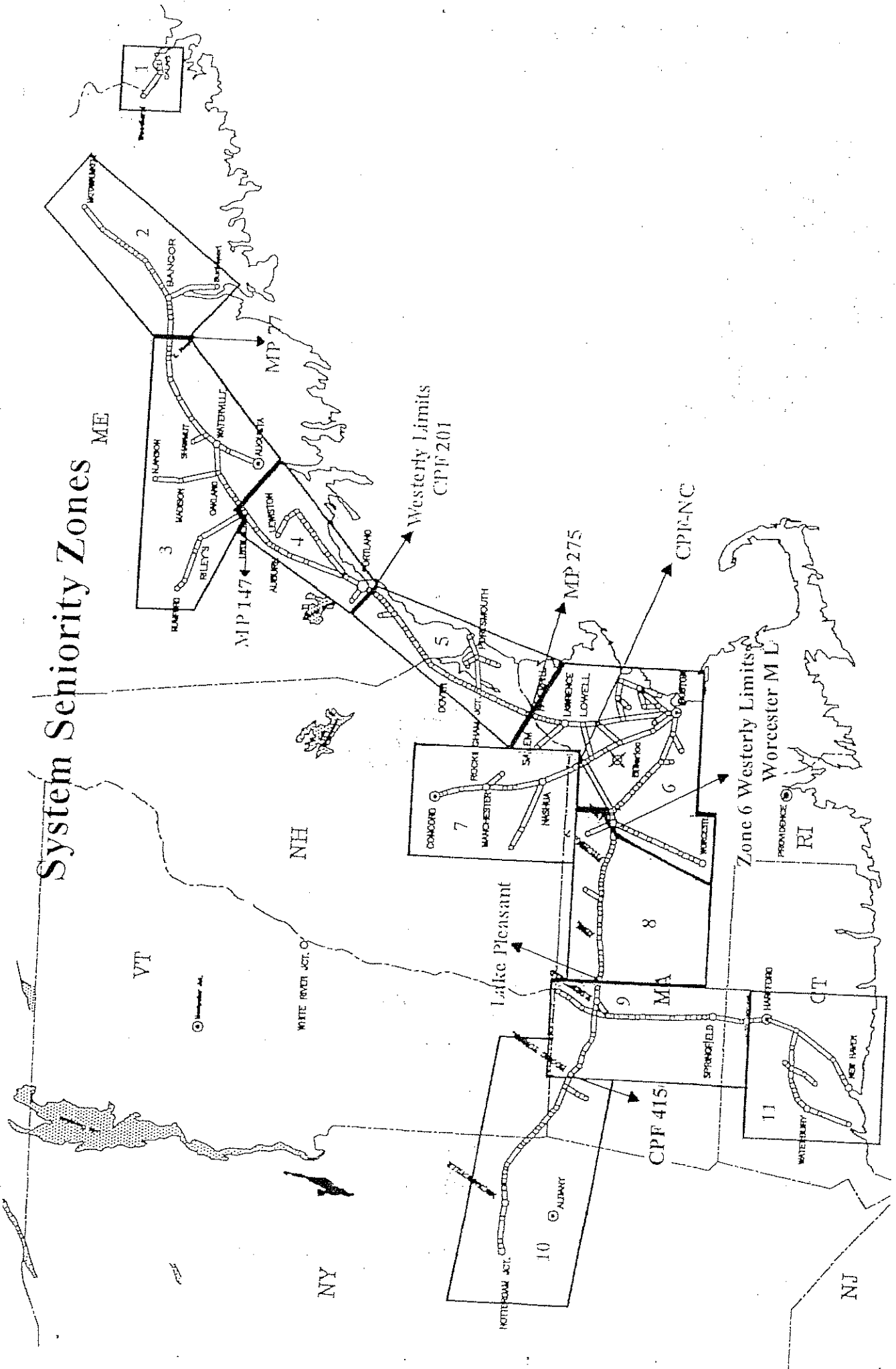
END OF ARTICLE

Article 43. Moratorium

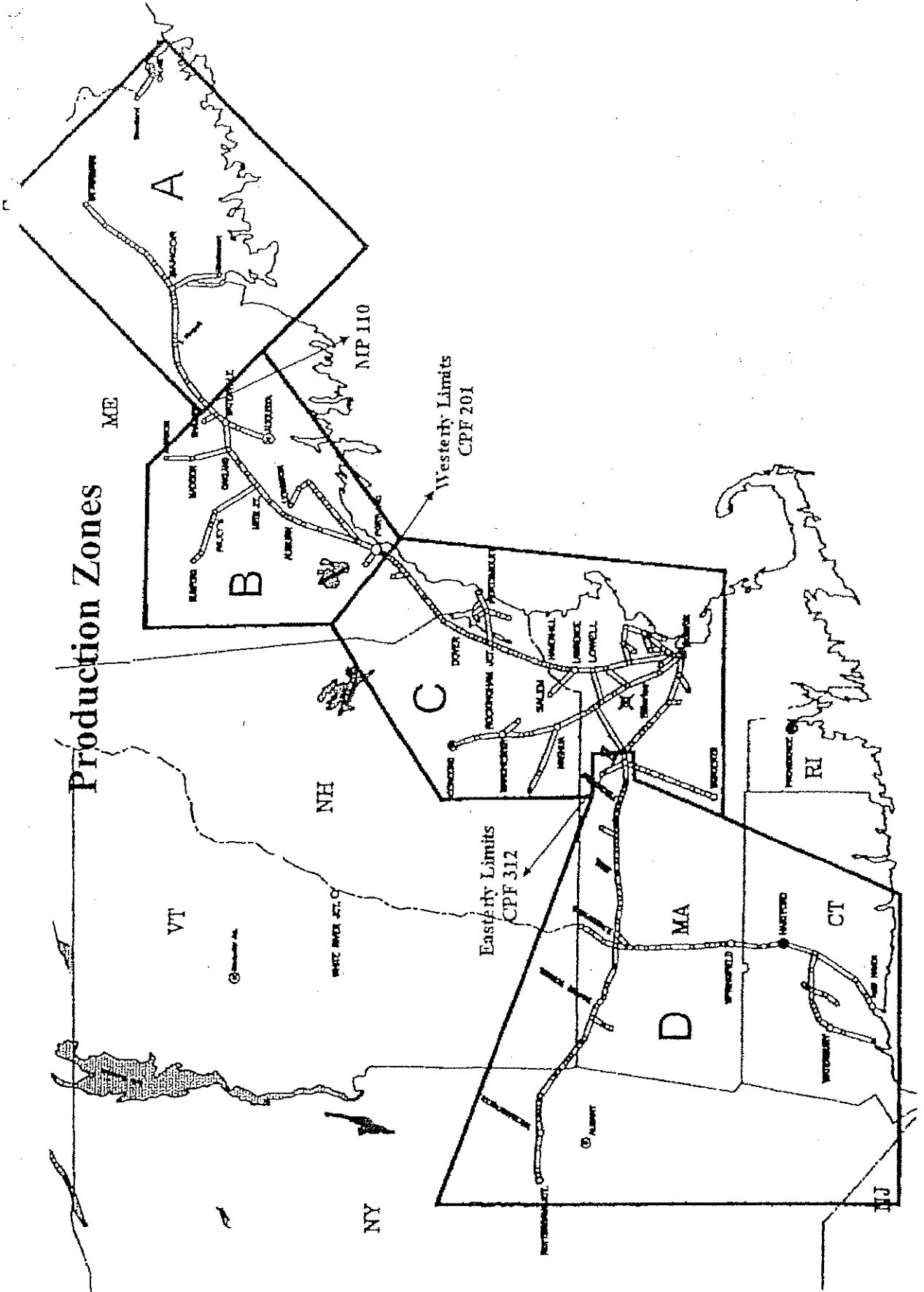
- 43.1 Neither party to this Agreement will serve notices to the other under Section 6 of the Railway Labor Act, as amended, prior to September 1, 2024, to be effective no sooner than September 1, 2025.
- 43.2 This Agreement supersedes in their entirety all prior collective agreements, memoranda of agreement, letters of understanding, Carrier letters or local agreements or understandings and constitutes the whole agreement between the Parties.

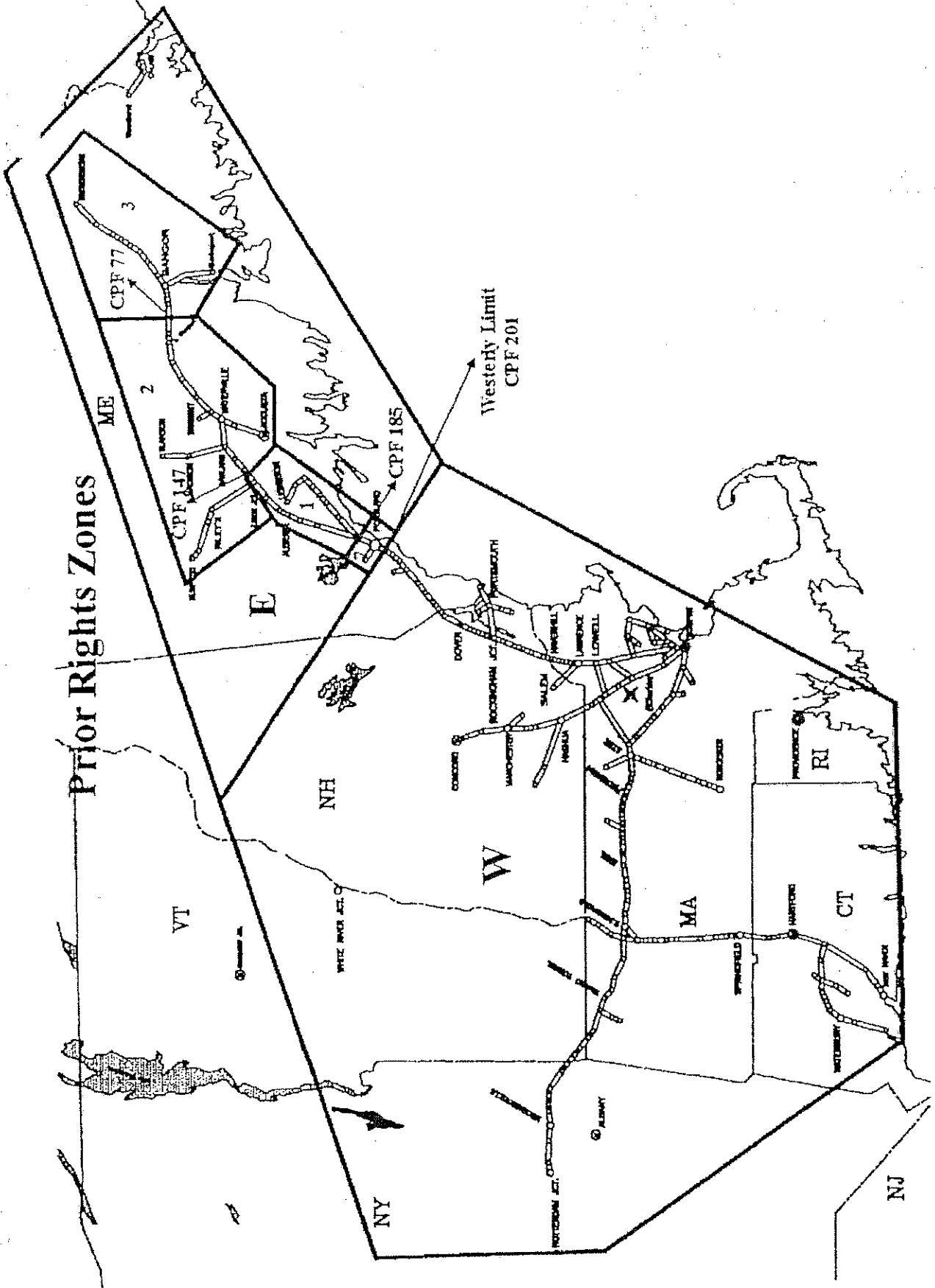
END OF ARTICLE

System Seniority Zones



Production Zones





Appendix B Forms
Springfield Terminal Railway
Engineering Maintenance of Way Department
Bids for Bulletined Positions

Date: _____

PLEASE PRINT

Employee Name: _____
Last First Initial

Line Audit No.: _____

Date Entered Service: _____ P.R. Zone _____ S. Zone _____

Qualifications: *(complete only if applicable)*

F.R.A. Qualified _____ Date _____ NORAC Qualified _____ Date _____

Attach copies of Driver's License, CDL-A, CDL-B and Hoisting License when applicable.

I hereby make application for positions listed in order of preference below:

Preferences	Advertisement No.	Names/Description of Position	Crew #

Signature of Applicant: _____

Send to: Kurt W. Bruce
 Personnel Officer
 Engineering Department
 Springfield Terminal Railway
 Iron Horse Park
 N. Billerica, MA 01862
 Fax No.: (978) 663-6967

 detach here

BID # _____ Received by _____ Date _____
Supervisor's signature

**Springfield Terminal Railway
Engineering Maintenance of Way Department
Bumps, Bunts, Displacements**

Date: _____

PLEASE PRINT

Employee Name: _____
Last First Initial

Line Audit No.: _____

Date Entered Service: _____ P.R. Zone _____ S. Zone _____

Qualifications: *(complete only if applicable)*

F.R.A. Qualified _____ NORAC Qualified _____
Date Date

Attach copies of Driver's License, CDL-A, CDL-B and Hoisting License when applicable.

I wish to displace position _____
Crew # Position

Now held by _____
Employee being displaced

To be effective _____
Date

Signature of Applicant _____

Send to: Kurt W. Bruce
Personnel Officer
Engineering Department
Springfield Terminal Railway
Iron Horse Park
N. Billerica, MA 01862

Fax No.: (978) 663-6967

Springfield Terminal Railway
Engineering M. Of W. Department
Laid-Off Filing Notice

Date _____

PLEASE PRINT

Employee Name: _____
Last First Initial

Line Audit No.: _____

Laid-Off on _____ From _____
Date Crew

I wish to place my name on the spare work list: Yes _____ No _____

When returning from furlough I am willing to consider recall to work in zones other than my System Seniority Zone:

Please Circle In Maine Zones In NH - MA - CT - NY
1 2 3 4 5 6 7 8 9 10 11

System Zone No. _____

Furloughed List _____

Address: _____
No. Street or P. O. Box #

City State Zip

Home Phone: 1-() - _____
Area Code

Signature _____

Send to: Kurt W. Bruce
Personnel Officer Fax No.: (978) 663-6967
Engineering Department
Springfield Terminal Railway
Iron Horse Park
N. Billerica, MA 01862

This notice must be filed within ten (10) days from the date laid-off.

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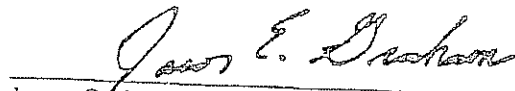
This Agreement will become effective on March 26, 2020.

Signed at North Billerica, Massachusetts this 22nd day of January, 2020.

For the Brotherhood of Maintenance
of Way Employees Division / I.B.T.

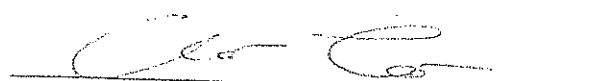

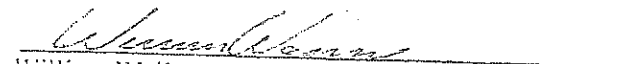


Dale Bogart, General Chairman
NESF - BMWED

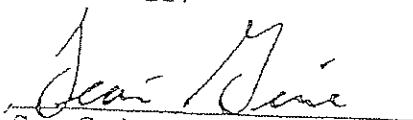


Jason E. Graham, General Chairman
CRSF - BMWED

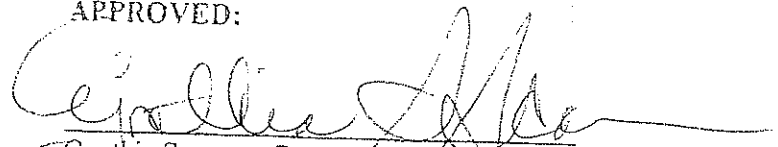
For the Springfield Terminal Railway Company


A.F. Lomanto, Vice President Human Resources
Pan Am Railways
Timothy Kunzler, Vice President Engineering Dept.
Pan Am Railways
William Wallace, Chief Engineer Track & Structures
Pan Am Railways

APPROVED:


Sean Geric, Vice President
Northeast Region -- BMWED

APPROVED:


Cynthia Scarano, Executive Vice President
Pan Am Railways



BOSTON & MAINE CORPORATION
MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

IRON HORSE PARK
NO. BILLERICA, MASS. 01862

May 8, 2003

Side Letter No. 1

Stuart Hurlburt, General Chairman
Northeastern System Federation
P.O. Box 138
Mansfield, MA 02048

Bradley Winter, First Vice Chairman
Consolidated Rail System Federation
P.O. Box 89
Danvers, MA. 01923

**SUBJECT: Equipment Operators
In Work Equipment Department**

Dear Sirs:

This will confirm agreement reached during our recent contract negotiations concerning the above.

The Carrier may advertise Equipment Operator positions to work in the Work Equipment Department repair shops. Such equipment operator positions will be paid at the Work Equipment Repairman rate and will be limited to 120 calendar days. In the event the position is required beyond 120 calendar days, it will be abolished and re-advertised as a Work Equipment Repairmen position unless otherwise agreed to by the Parties. Equipment Operators assigned to positions within the Work Equipment Department repair shops will relinquish all rights to Track Department work while so assigned and will only be utilized for overtime work after the Work Equipment Repairmen at the location have been offered the work.

Very truly yours,

T. W. McNulty
Director - Labor Relations

I concur:

Stuart Hurlburt, General Chairman
BMWE

I concur:

Bradley Winter, First Vice Chairman
BMWE



BOSTON & MAINE CORPORATION
MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

IRON HORSE PARK
NO. BILLERICA, MASS. 01862

May 8, 2003

Side Letter No. 2

Stuart Hurlburt, General Chairman
Northeastern System Federation
P.O. Box 138
Mansfield, MA 02048

Bradley Winter, First Vice Chairman
Consolidated Rail System Federation
P.O. Box 89
Danvers, MA. 01923

Dear Sirs:

This will confirm the understanding reached between the Parties during the recent negotiations leading to a new collective bargaining agreement.

It is understood that when prior rights Maine Central Machine Operators and prior rights Boston and Maine Work Equipment Operators operate the equipment listed below, they will be paid the highest Equipment Operator rate -

Front End Loader	Backhoe
Swing Loader	Gradall

Very truly yours,

T. W. McNulty
Director - Labor Relations

I concur:

Stuart Hurlburt, General Chairman
BMWE

I concur:

Bradley Winter, First Vice Chairman
BMWE



BOSTON & MAINE CORPORATION
MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

IRON HORSE PARK
NO. BILLERICA, MASS. 01862

May 8, 2003

Side Letter No. 3

Stuart Hurlburt, General Chairman
Northeastern System Federation
P.O. Box 138
Mansfield, MA 02048

Dear Sir:

This will confirm the understanding reached between the Parties during the recent negotiations leading to a new collective bargaining agreement

Notwithstanding the provisions of Article 43 of the new agreement, the Agreement of February 7, 1965, and Article V (Employee Protection) of the Award of Arbitration Board No. 466 (VanWart), remain in effect

Very truly yours,

T. W. McNulty
Director - Labor Relations

I concur:

Stuart Hurlburt, General Chairman
BMWE



BOSTON & MAINE CORPORATION
MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

IRON HORSE PARK
NO. BILLERICA, MASS. 01862

May 8, 2003

Side Letter No. 4

Bradley Winter, First Vice Chairman
Consolidated Rail System Federation
P.O. Box 89
Danvers, MA. 01923

Dear Sir:

This will confirm the understanding reached between the Parties during the recent negotiations leading to a new collective bargaining agreement.

The attached list of crews will be maintained, with the following conditions;

Inspection and Repair Crews will consist of a minimum of a Foreman and a Trackman.

Maintenance Crews will consist of a minimum of a Foreman and a Trackman/Chauffeur.

With regards to East Deerfield and Lawrence, the Carrier agrees to maintain at least 6 track positions at each location, without a specific requirement for the consist of crews.

Except as provided in paragraph 21.2 of the new Agreement, any rearrangement or abolishment of the specified crews will be pursuant to operational necessity and will not take effect until 30 days following notification to the General Chairman.

Extra Crews or positions may be established from time to time at the discretion of Management.

The terms of this letter will remain in effect until June 1, 2008.

Very truly yours,

T. W. McNulty
Director - Labor Relations

I concur:

Bradley Winter, First Vice Chairman
BMWE

Headquarters		
Dover	I&R	Maint
Ayer	I&R	Maint
Fitchburg	I&R	Maint
Nashua	I&R	Maint
Shelburne	I&R	
North Adams		Maint
Hoosick	I&R	

July 30, 2010

Side Letter No. 5

Stuart Hurlburt Jr., General Chairman
Northeastern System Federation
135 Mick Lane
Oneonta, NY 13820

Bradley Winter, General Chairman
Consolidated Rail System Federation
P.O. Box 89
Danvers, MA. 01923

Dear Sirs:

During the extensive negotiations which have just been completed and which resulted in a new collective bargaining agreement, numerous documents and proposals were offered by both parties in the effort to reach agreement.

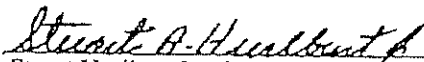
This will confirm the understanding reached between the Parties that those documents and proposals which did not become part of the final contract will not hereafter be referred to by either party in any forum.

Very truly yours,

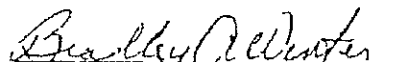


A.F. Lomanto
Vice President - Human Resources

I concur:


Stuart Hurlburt Jr., General Chairman
BMW

I concur:


Bradley Winter, General Chairman
BMW

July 30, 2010

Side Letter No. 6

Stuart Hurlburt Jr., General Chairman
Northeastern System Federation
135 Mick Lane
Oneonta, NY 13820

Bradley Winter, General Chairman
Consolidated Rail System Federation
P.O. Box 89
Danvers, MA. 01923

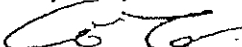
Dear Sirs:

Pursuant to the extensive discussions leading to a new collective bargaining agreement between the Springfield Terminal Railway Company and the Brotherhood of Maintenance of Way Employes, the following understandings have been reached:

The agreements between the Brotherhood of Maintenance of Way Employes and the Boston & Maine Corporation and Maine Central Railroad/Portland Terminal Company shall be amended and modified in accordance with the terms and conditions of the agreement of August 1, 2010 between the Brotherhood of Maintenance of Way Employes and the Springfield Terminal Railway.

Please indicate your concurrence by signing below.

Very Truly Yours

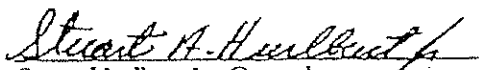


A.F. Lomanto

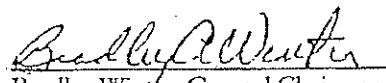
Vice President, Human Resources

I concur:

I concur:



Stuart Hurlburt Jr., General
Chairman BMWE



Bradley Winter, General Chairman
BMWE



BOSTON & MAINE CORPORATION
MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

IRON HORSE PARK
NO. BILLERICA, MASS. 01862

May 8, 2003

Side Letter No. 7

Stuart Hurlburt, General Chairman
Northeastern System Federation
P.O. Box 138
Mansfield, MA 02048

Bradley Winter, First Vice Chairman
Consolidated Rail System Federation
P.O. Box 89
Danvers, MA. 01923

SUBJECT: Article 29, B&B Tool allowance

Dear Sirs:

This will confirm agreement reached during our recent contract negotiations concerning the above.

Employees covered by this provision will receive a pro-rated portion of this allowance for 2003, based on the number of months the Agreement is in effect in 2003. Employees employed in B&B positions requiring tools at the time this Agreement becomes effective, will have 30 days from the effective date to procure the required tools. Employees bidding on assignments after the effective date of this Agreement will have the required tools on the date they first cover the assignment.

Very truly yours,

T. W. McNulty
Director - Labor Relations

I concur:

Stuart Hurlburt, General Chairman
BMWE

I concur:

Bradley Winter, First Vice Chairman
BMWE



BOSTON & MAINE CORPORATION
MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

IRON HORSE PARK
NO. BILLERICA, MASS. 01862

May 8, 2003

Side Letter No. 8

Stuart Hurlburt, General Chairman
Northeastern System Federation
P.O. Box 138
Mansfield, MA 02048

Bradley Winter, First Vice Chairman
Consolidated Rail System Federation
P.O. Box 89
Danvers, MA. 01923

SUBJECT: Article 33. Sick Leave Days

Dear Sirs:

This will confirm agreement reached during our recent contract negotiations concerning the above.

Employees who currently enjoy a higher level of sick leave benefits than prescribed under the April 16, 2003, Agreement, will not lose that level of sick leave benefits.

Very truly yours,

T. W. McNulty
Director - Labor Relations

I concur:

I concur:

Stuart Hurlburt, General Chairman
BMWE

Bradley Winter, First Vice Chairman
BMWE



BOSTON & MAINE CORPORATION
MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

IRON HORSE PARK
NO. BILLERICA, MASS. 01862

May 8, 2003

Side Letter No. 9

Stuart Hurlburt, General Chairman
Northeastern System Federation
P.O. Box 138
Mansfield, MA 02048

Bradley Winter, First Vice Chairman
Consolidated Rail System Federation
P.O. Box 89
Danvers, MA. 01923

SUBJECT: Article 4, Seniority Relinquishment

Dear Sirs:

This will confirm agreement reached during our recent contract negotiations concerning the above.

Due to the date of the signing of this Agreement, employees who desire to relinquish their seniority, as allowed by Article 4, will have the opportunity to do so for 30 days after the effective date of this Agreement, as well as the time frame detailed in Article 4.

Very truly yours,

T. W. McNulty
Director - Labor Relations

I concur:

Stuart Hurlburt, General Chairman
BMWE

I concur:

Bradley Winter, First Vice Chairman
BMWE



BOSTON & MAINE CORPORATION
MAINE CENTRAL RAILROAD COMPANY
SPRINGFIELD TERMINAL RAILWAY COMPANY

IRON HORSE PARK
NO. BILLERICA, MASS. 01862

May 8, 2003

Side Letter No. 10

Stuart Hurlburt, General Chairman
Northeastern System Federation
P.O. Box 138
Mansfield, MA 02048

Bradley Winter, First Vice Chairman
Consolidated Rail System Federation
P.O. Box 89
Danvers, MA. 01923

Subject: Clarification of Seniority

Gentlemen:

This will confirm our understanding concerning the prior rights seniority of certain employees within your jurisdiction.

Prior to the acquisition of the Maine Central Railroad/Portland Terminal Company (MEC) by Guilford Transportation Industries, several seniority zones on those railroads were combined. By an Agreement Addendum dated November 21, 1968, it was recognized by the railroads and the Organization that certain employees would thereafter retain prior rights to work in their former seniority zones as well as the newly-created seniority zones. This situation prevailed until the lease of the railroads to Springfield Terminal Railroad Company (ST) and the imposition of the ST Agreement in 1987.

With the signing of the collective bargaining agreement between BMWE and ST effective April 16, 1995, the parties wished to protect the seniority rights held by employees on the MEC and Boston and Maine Corporation (B&M) while at the same time making some improvements therein. Some confusion has resulted relative to the dual prior rights enjoyed by certain former MEC employees, referenced above. In an effort to clarify this confusion, the following understanding is reached:

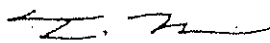
The below-listed employees retain and are free to exercise, under the terms of the current Agreement, the prior rights seniority granted them by the Addendum of November 21, 1968:

G. E. Bailey
W. R. Lowell, III

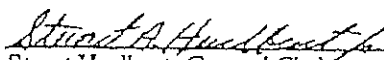
R. H. Hall
G. D. Sanborn

R. N. Lowell


Very truly yours,


T. W. McNulty
Director - Labor Relations

I concur:


Stuart Hurlburt, General Chairman
BMWE

I concur:


Bradley Winter, First Vice Chairman
BMWE



PAN AM RAILWAYS
IRON HORSE PARK
NO. BILLERICA, MA 01862

February 12, 2018

Mr. Dale E. Bogart
General Chairman - BMW
3321 B Vestal Parkway East
Vestal, NY 13850

Mr. Jason Graham
General Chairman - BMW
58 Grande Lake Drive, Ste #2
Port Clinton, OH 43452

RE: Weekly Withdrawal Of The Employees' Monthly Cost Sharing Contributions

Gentlemen:

This will confirm the understanding reached between the parties during the recent negotiations leading to a new collective bargaining agreement, which is effective February 12, 2018.

Starting on May 13, 2018, Article 34 requires employees covered by the agreement to provide a monthly cost sharing contribution in an amount equal to the lesser of either a certain defined percentage of the Carrier's monthly premium payment or \$235.

The employees covered by this agreement are currently paid weekly. Rather than withdraw an employee's entire required monthly cost sharing contribution from one weekly paycheck, the Organization requested that the monthly cost sharing contribution owed each month be divided into weekly amounts, to be withdrawn from each weekly paycheck received by the employees. The Carrier has agreed to this request. In order to ensure that the total required monthly cost sharing contribution is received in full by the Carrier, it is further agreed that in any week/weeks in which an employee does not draw a weekly paycheck from the Carrier, thereby missing a required weekly payment (or payments), the Carrier is permitted to withdraw the missed payment(s) from the next weekly paycheck issued to that employee, along with the weekly payment that is already due for that particular week.

Very truly yours,

Anthony F. Lomanto
Vice President - Human Resources

I concur:

Dale E. Bogart
General Chairman
BMW

Jason Graham
General Chairman
BMW

**Agreed-upon Questions and Answers
Pursuant to the ST/BMWE Agreement of May 8, 2003**

Q1. How is Overtime (Article 10) to be assigned?

A1.

(a) Overtime immediately following regular work period

Call #1 - Call given to incumbent(s) of the position or crew.

(b) Calls outside assigned work period

Foreman

Call #1 - The Foreman responsible for inspecting the applicable territory

Call#2 - The Assistant Foreman of Crew in Call #1

Call#3 - Senior Foreman of the Maintenance crew or crews within the applicable territory

Call#4 - Senior Foreman of Maintenance crew with same headquarter point

Call#5 - Senior Foreman of I&R crew with same headquarter point.

Call #6 - Senior roster rated (track), qualified welding Foreman within the applicable territory.

Call #7 - Senior I&R Foreman of the adjoining crew within the same System Seniority Zone.

Call#8 Senior Maintenance Foreman of the adjoining crew within the same System Seniority Zone

Call #9 - Senior Foreman of other crews within the applicable territory (production/ specialty crews)

Call#10 - Senior roster-rated qualified track Foreman, not working within class, within applicable territory.

Call#11 - Senior, non-roster-rated (track), qualified welding Foremen within the applicable territory.

Call#12 - Calls outside System Seniority Zone - Senior Foreman, working in class, from nearest headquarter location.

Trackman

Call #1 - Trackman by seniority order, based on overall trackman's seniority from the crew responsible for inspecting the applicable territory

Call#2 - Crew members from the crew responsible for inspecting the applicable territory, (i.e., E.O., Truck driver, etc.) based on overall trackman's seniority.

Call#3 - Trackman by seniority order, based on overall trackman's seniority, from the Maintenance crew within the same basic applicable territory.

Call#4 - Senior Trackman from maintenance crew with same headquarter point.

Call#5 - Senior I&R Trackman with same headquarter point.

Call#6 - Senior I&R Trackman of the adjoining crew within the same System Seniority Zone.

Call#7 - Senior Maintenance Trackman of the adjoining crew within the same System Seniority Zone.

Call#8 - Crew members from maintenance crews with same headquarter point, (i.e., Foreman, E.O., Truck driver, Welder, etc.) based on overall trackman's seniority

Call#9 - Crew members from maintenance crews within same system seniority zone.

Call#10 - Trackman by seniority order, based on overall trackman's seniority, from production/specialty crews within the same basic applicable territory

Call#11 - Other Crew members by seniority order, based on overall trackman's seniority, from production/specialty crews within the same basic applicable territory

Call#12 - Calls outside System Seniority Zone - Senior Trackman, working in class, from nearest headquarter location

Operators

Call #1 - Operator by seniority order, from the crew responsible for inspecting the applicable territory, or W.E.O. in that territory where applicable.

Call#2 - Operator by seniority order, from Maintenance crew with same basic applicable territory.

Call#3 - Operator by seniority order, from Maintenance crew with same headquarter point.

Call#4 - Operator by seniority order, from I&R crew with same headquarter point.

Call#5 - Senior Operator of the adjoining I & R crew within the same System Seniority Zone.

Call#6 - Senior Operator of the adjoining Maintenance crew within the same System Seniority Zone.

Call#7 - Operator by seniority order, from production or specialty crews with same basic applicable territory.

Call#8 - Operator by seniority order, not working within class within applicable territory.

Call#9 - Calls outside System Seniority Zone - Senior Operator, working in class, from nearest headquarter location

(c) Planned overtime, rest day, and holiday

Call #1 - Call given is seniority order to available qualified employees in the territory who ordinarily and customarily perform this work.

Call#2 - Follow the provisions of A1. (b)

(d) Planned overtime, rest day, and holiday which is a continuation of a work project of a specialized nature

Call #1 - Call given is seniority order to available qualified employees in the specialized crew performing this work during regular work week.

Call#2 - Call given is seniority order to available qualified employees in the next closest specialized crew within the production zone.

Call#3 - Call given is seniority order to available qualified employees in the next closest maintenance crew within the production zone.

Call#4 - Call given is seniority order to available qualified employees in the next closest I&R crew within the production zone.

(e) Snow Removal

Call #1 - Call given to the crew regularly assigned to inspect the applicable territory. Calls made respecting job classifications called for (I.E. Foreman, Trackman, E.O.).

Call#2 - Unless calls are for specific classifications, Call given by overall trackman's seniority to employees working in that territory.

Call#3 - Calls outside applicable territory - Unless calls are for specific classifications, call given by overall trackman's seniority to employees working in nearest headquarter location.

- Q2. In the event a Production Crew employee does not work all the assigned hours in a work day, how will the per diem expenses of paragraph 27.13 be paid?
- A2. The per diem expenses of paragraph 27.13 will not be pro-rated, they will be paid in full.
- Q3. The Water Treatment Plant positions are to be filled by the B&B Foreman classification. How will those positions be filled?
- A3. The Carrier will accept applicants through the normal bid procedure outlined in Article 8. The Carrier will award these positions only to employees who hold the required Treatment Plant Operator's license at the time the position is awarded. Preference in awarding positions to licensed employees will be as follows, 1) B&B Foremen 2) B&B rostered employees, 3) BMWWE covered employees. The Carrier will have the right to hire sufficient licensed individuals to meet service requirements should no qualified applicants apply.

Employees will be reimbursed for the cost of initially obtaining this license. This cost will include any fees for taking the test and obtaining the initial license. This payment will be made provided, 1) The employee is still employed by the Carrier 6 months after notifying the proper Carrier official that he has obtained a license, 2) The Carrier has used the claimant to cover the waste water treatment plant position.

Those employees who obtain the Treatment Plant Operator's license through the above procedure will be considered automatic bidders on any permanent Water Treatment Plant vacancies. Pursuant to the provisions of paragraph 8.3 (d), an automatic bidder who is awarded a position must occupy that position within 10 days from the date notified of the award. Failure to do so will result in forfeiture of all seniority. The Carrier may also assign said employees to cover temporary vacancies as needed.

- Q4. In the event an I&R Crew is established to cover both the E7 and E1 seniority zones (see Appendix A), how will equity be achieved?
- A4. The Foreman position on such an I&R Crew will be determined by the assigned

headquarters point of the crew. The Trackman position will come from the other zone.

- Q5. How long will an employee who is assigned to a position pursuant to Article 35 be required to remain on that position?
- A5. The position to which an employee is assigned pursuant to Article 35 will be re-posted during the advertisement cycle following the assignment. If the position again receives no bids, the employee assigned will be required to remain until another employee expresses a desire to take the position or he is awarded an equal or higher rated position. At the time another employee expresses a desire to take a position which is occupied pursuant to Article 35, the position will again be advertised and the incumbent will be given displacement rights under Article 20 when the position is awarded to another employee. In order that employees may know which positions are occupied under Article 35, such positions will be listed at the bottom of each advertisement bulletin.
- Q6. Under the terms of Article 4, seniority in a class begins on the date pay starts in the lowest class on a given roster or on the date employees are first awarded an advertised position in a higher class on a given roster. How will such seniority be handled in the event of a conflict with the terms of Article 35, Promotion by the Carrier?
- A6. Employees who are assigned by the Carrier away from an awarded position which would have resulted in the establishment of seniority under the terms of Article 4 will be handled as follows:
- (a) If the awarded position is one whereby qualifications are determined by an objective test (e.g., Assistant Foreman, Welder), the affected employees will be given such test and on the date they successfully complete the test will establish seniority as of the date of the award. If employees fail to complete the test successfully they will not establish seniority in the applicable class.
 - (b) If the awarded position is one which requires a special license (e.g., Chauffeur, Bucket Loader Operator), the affected employees will be awarded the position and will establish seniority in the applicable class if they possess the required license.
 - (c) If the awarded position is one which requires special aptitude (e.g., Equipment Operator), the affected employees will be assumed qualified, will be awarded the position, and will establish seniority in the applicable class.
 - (d) Subsequent to their assignment by the Carrier under Article 35,

employees referred to in (a), (b), and (c) above may be required to comply with the terms of Article 7, Qualifying For Positions, should they exercise their newly-acquired seniority. (Note: It is understood that failure to qualify on one piece of equipment will not result in the forfeiture of all EO seniority; employees will retain EO seniority unless and until they fail to qualify on all pieces of equipment.)

- Q7. Does the absence of any of the items of information specified in paragraph 25.2 automatically nullify a claim?
- A7. Not necessarily.
- Q8. What will the priorities be in the awarding of positions within the categories specified in Article 6, Seniority Rosters?
- A8. In the awarding of positions within the specified categories, preference will be given first to employees who already have seniority within a given category; employees with any seniority under this Agreement will be given preference to positions over other applicants.
- Q9. May employees be allowed more than the 30 days specified in Article 7, Qualifying For Positions, in which to qualify for positions?
- A9. Yes, at the discretion of the Carrier and upon notification to the General Chairman.
- Q10. What rights will employees granted leaves of absence to engage in other work (paragraph 12.3) have to return to work under the scope of this Agreement?
- A10. Such employees may displace junior employees on any position for which they are qualified and for which they hold seniority provided they have retained their seniority pursuant to Article 19 of this Agreement.
- Q11. Effective February 5, 1996, the Side Letter to the April 16, 1995, Agreement defining the make-up and distribution of I&R and Maintenance Crews was formally revised. What is meant by the designation "Trackman/Chauffeur" in that revised Side Letter?
- A11. The designation "Trackman/Chauffeur" is understood to mean those employees listed on the current Chauffeur's Roster with Springfield Terminal Western District Prior Rights. It is also understood that when those employees classed as Trackmen/Chauffeurs have been eliminated through attrition, the make-up of Maintenance Crews will be revised to a minimum of a Foreman and a Trackman.
- Q12. How will positions designated as Trackman/Chauffeur be awarded?
- A12. Until such time as all Trackmen/Chauffeurs are eliminated through attrition, all such

will be advertised as Springfield Terminal Western District Prior Rights Trackman/Chauffeur positions, in accordance with paragraph 4.2 (a) (3) of the Agreement. These positions will be awarded to the senior qualified Western District Prior Rights Chauffeur bidding for same. In the absence of a bid from a Western District Prior Rights Chauffeur, positions will be awarded based upon the Trackman's seniority of those bidding, respecting prior rights, as will be the case when the Trackman/Chauffeur designation is eliminated through attrition.

- Q13. Production Crews will be advertised for bid at their inception and thereafter when they cross a Production Zone boundary (see Appendix A). When a vacancy occurs in a Production Crew while it is still within a Production Zone, how will it be advertised and filled?
- A13. Such a vacancy will be advertised in accordance with the provisions of paragraph 8.3 (c). The location of the position will be the location at which the Production Crew is required to report on the date the vacancy is advertised. Assignment to the vacant position will be in accordance with paragraph 27.5. In the event of no qualified bidders, the vacancy may be filled in accordance with Article 35. If so filled, the location at which the Production Crew is required to report on the date the vacancy is advertised will determine the seniority zone from which the employee will be selected.
- Q14. If an employee's position is abolished or he is displaced from his position, what are his displacement rights?
- A14. That employee may displace or exercise his seniority, subject to qualifications, to any position held by a junior employee or to a position pending bulletin and assignment which the Carrier is willing to fill. If an employee chooses to exercise his seniority to a position pending bulletin and assignment, he will be considered an automatic bidder for that position. If that employee is outbid by a senior employee, that employee will again have displacements rights pursuant to Article 20 and this Q&A 14.
- Q15. How will crane operator's position be awarded?
- A15. Crane operator's position will be awarded to employees on the crane operator's roster. Positions will next be awarded to qualified employees on the Equipment Operator's roster. Positions will next be awarded to qualified employees based on trackmen's seniority date and then in seniority order to other qualified BMW employees.