

AGREEMENT

between

**THE NEW YORK, SUSQUEHANNA AND WESTERN
RAILWAY CORPORATION**

and the

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
Division of the International Brotherhood of Teamsters
(Mechanics)**

Dated: November 13, 2017

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Agreement
By and Between
The New York, Susquehanna and Western Railway Corporation
and the
Brotherhood of Maintenance of Way Employes
Division of the International Brotherhood of Teamsters
regarding NYS&W Mechanics

THIS AGREEMENT is between The New York, Susquehanna and Western Railway Corporation (hereinafter “NYS&W” or “the Company”) and the Brotherhood of Maintenance of Way Employes Division of the International Brotherhood of Teamsters (hereinafter “BMWED”).

RULE 1 - SCOPE

- A. The rules contained herein shall govern the hours of service, working conditions and rates of pay of the Mechanical Department employees represented by BMWED who are employed as Locomotive Mechanic Foremen, Locomotive Mechanics, and Helpers by the Company.
- B. The Company will conference with the BMWE from time to time regarding the Company’s use of third parties to perform services involving the repair, maintenance and/or rebuilding of locomotives, equipment and rolling stock, upon reasonable request by the BMWE.
- Notwithstanding the foregoing, the Company may contract with third parties for such work without liability for any claim under this Agreement.

RULE 2 - SENIORITY

Seniority begins at the time the employee begins employment in the position covered by this Agreement. If two (2) or more employees start to work on the same date, their seniority rank on the roster will be in alphabetical order.

RULE 3 - SENIORITY CLASSES

Seniority in the following classes will be held system-wide. The classes of employees subject to this Agreement and their primary duties are as follows:

Locomotive Mechanic Foreman:

Repair and maintain locomotives, equipment and rolling stock, and supervise and assist Locomotive Mechanics in the repair and maintenance of locomotives, equipment and rolling stock.

Locomotive Mechanic:

Repair and maintain locomotives, equipment and rolling stock. Locomotive Mechanics will be designated as “Locomotive Mechanic A” or “Locomotive Mechanic B” by the Company based upon experience, expertise, exhibited commitment and other work-related factors deemed relevant by the Company in its discretion.

Helper:

Assist Locomotive Mechanics and Foremen in the repair and maintenance of locomotives, equipment and rolling stock.

Notwithstanding the foregoing, all classes of employees may be assigned to perform other duties that they are able and qualified to perform, including but not limited to the transportation of train and engine crews and pickup and delivery of materials.

RULE 4 - SENIORITY ROSTERS & WORKING ZONES

A. Rosters of employees will be created for each of the following classes:

Locomotive Mechanic Foreman

Locomotive Mechanic A

Locomotive Mechanic B

Helper

B. Rosters of Employees will be issued each year by January 31st and sent to all active employees with their paychecks and to all furloughed employees and the General Chairman by certified mail and will also be posted at all Headquarters. Protests to the Annual Rosters must be addressed to the Designated Company Official and the General Chairman by March 1st of each year. Decisions will be rendered within thirty (30) days of date of such protest. Protests not submitted as specified will not be considered. Typographical errors may be corrected at any time.

C. No changes shall be made to the roster, other than pursuant to Rule 2, without a conference and agreement between the Designated Company Official and the General Chairman.

D. The roster as of the date of ratification is attached hereto as Exhibit A.

RULE 5 - GUARANTEED WORK WEEK

- A. Subject to the provisions of Rules 12(A) and 12(E), the Company will make available to all employees holding advertised positions an opportunity to earn a minimum of forty (40) hours pay per work week, including all pay pursuant to Rules 8, 20, 21, 22, 23, 25, 26, 27 and 28. For purposes of this Rule, the work week shall be Monday through Sunday.
- B. The Company will establish a work week for each advertised position of forty (40) hours, consisting of five (5) days of eight (8) hours each with two (2) consecutive days off in each seven (7), or four (4) days of ten (10) hours each with three (3) consecutive days off in each seven (7). In the event that a regularly assigned position includes work on a weekend, either Saturday or Sunday will be one of the consecutive rest days.
- C. Except as otherwise provided in this Agreement, all reference to days shall mean calendar days.

RULE 6 - PAY BASIS, SHIFTS, STARTING TIMES AND MEAL PERIODS

Payment for all service performed for the Company will be based on the hourly rate of pay as specified in this Agreement.

- A. Eight (8) hours shall constitute a day's work for all regularly assigned employees, exclusive of lunch period.
- B. One, two or three shifts may be established where necessary to meet service requirements. The starting time of any shift or position may be changed depending on traffic patterns by notifying the affected employee(s) four (4) hours in advance of their regularly assigned starting time or

the altered time, whichever is earlier, and to be changed not more frequently than once every seven (7) days.

- C. A meal period will be allowed between the end of the fourth hour and the beginning of the sixth hour after starting time. The meal period shall be thirty (30) minutes.
- D. Employees shall not be required to work more than six (6) hours after their first meal period without being furnished a subsequent meal period and meal by the Company. Subsequent meal periods and meals will be allowed at five (5) hour intervals. The second and subsequent meals shall be furnished by the Company. If the meal period is not afforded within the allowed or agreed time limit and is worked, it will be paid for at the straight time hourly rate and twenty (20) minutes allowed for lunch at the first opportunity without loss of pay.
- E. Except as provided herein, an employee's time will begin and end at fixed assembling points such as tool houses or shops. The Company may establish fixed assembly points from time to time in its discretion. Each of these assembly points will be supplied with lockers, washing and toilet facilities, proper heating, electrical fixtures, table and benches and will be maintained in a clean and sanitary condition.

RULE 7 - RATES OF PAY

A. Hourly Rates

General wage increases shall be effective as follows:

<u>Classification</u>	<u>12/1/2017</u>	<u>7/1/2018</u>	<u>7/1/2019</u>
Locomotive Mechanic Foreman	\$27.57	\$28.40	\$29.25
Locomotive Mechanic A	\$24.96	\$25.71	\$26.48
Locomotive Mechanic B	\$23.40	\$24.10	\$24.82
Helper	\$18.50	\$19.06	\$19.63

The Company reserves the right, in its sole discretion, to provide a wage differential for employees who are assigned a permanent reporting headquarters in New Jersey. The Company further reserves the right to fill, or not fill, positions in the above classifications based upon the needs of service.

- B. Employees who are (i) required to be "on-call" on days not otherwise performing service; and (ii) are actually "called-out" to perform service on such day; and (iii) are required to report to a location other than their usual on-off duty point, shall be provided either (x) a Company vehicle to drive between their home and such call out site, or (y) paid mileage from their home to the call out site.

RULE 8 – OVERTIME AND CALLS FOR OVERTIME WORK

- A. Time worked in excess of (i) 45 hours per week, or (ii) on a holiday, shall be paid at a rate of one and one half times the hourly rate specified in Rule 7.
- B. Employees will not be required to suspend work during regular hours to absorb overtime.
- C. An employee notified or called to perform work outside of and not continuous with his regular work period will be paid actual time, with a minimum of 3 hours, at a rate of one and one half times the hourly rate specified in Rule 7.
- D. Notwithstanding other provisions of this Agreement, in the event that an employee working on a four (4) ten (10) hour day schedule works more than ten (10) hours on any of the first three (3) days of a week, the Company may proportionately reduce his fourth day, but not to less than eight (8) hours.

- E. Employees will be compensated as if on continuous duty in all cases where the release from duty does not exceed one (1) hour.
- F. For purposes of this Rule 8, hours paid pursuant to Rule 20 - Holidays shall be considered "time worked" toward the forty (40) hour work week.

RULE 9 - BEGINNING AND ENDING DAY/HOURS OF SERVICE

- A. Employee's time will normally commence at the time they report for duty at their headquarters established pursuant to Rule 6E. In the event an employee is required to report to duty at a work site rather than at their headquarters, then they will be paid pursuant to the Deadheading Matrix attached hereto as Exhibit B.
- B. For vacation purposes or any other situation where work days are counted as accumulative days, employees working a four (4) ten (10) hour day work week, will be credited with working five (5) work days in that work week.
- C. Where employees are working a four (4) day, ten (10) hour per day work week and a holiday falls on a work day in that week, they shall be paid ten (10) hours holiday pay for that holiday providing the bridging requirements of the Holiday Rule are met.

RULE 10 - QUALIFICATIONS FOR POSITIONS

- A. Effective with this Agreement, employees may utilize their seniority in any direction, subject to their being qualified.

- B. In making application for an advertised position or vacancy, employees may be required to give a reasonable written and practical demonstration of their qualifications to perform the duties of the position.
- C. 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.
- D. Disqualification of employees for failure to maintain required licenses, rules qualifications, and/or FRA certifications, or for medical reasons, will not be considered discipline.
- E. Candidates for qualification as Foreman will be selected from applicants jointly by the Designated Company Official and the duly accredited representative of the BMWED. In the selection of candidates, qualification and aptitude being sufficient, earliest date of entry into the Company's service shall govern.

RULE 11 - FILLING VACANT POSITIONS

- A. In the assignment of employees to positions under this Agreement, qualification being sufficient, seniority shall govern.
- B. Positions subject to advertisement will be newly created permanent positions and temporary positions expected to be available for more than thirty (30) work days and will be advertised for at least seven (7) calendar days. Advertisements shall be posted on Monday and shall close at 5:00 PM on the following Monday. Bids which are postmarked or received any time during the application period shall be accepted.

- C. Advertisements of positions will be distributed to all locations where Locomotive Mechanic Foremen, Locomotive Mechanics, and Helpers are assigned to report for duty. Employees will submit bids for positions to the Designated Company Official on a form provided by the Company and must assure that such bids are postmarked by the closing date specified on the job advertisement. Bids for a position advertised under this Rule must be filed with the official whose name appears on the advertisement. Each furloughed employee shall be an automatic bidder for advertised positions for which he has seniority and is qualified, in his seniority territory within fifty (50) miles from home.
- D. Advertisements will specify location of position, hours of service, rest days, closing date of bid, general description of the work, and headquarters.
- E. Positions will be awarded to the senior qualified employee bidding for same. Notices of positions awarded will be posted within seven (7) calendar days of the closing date specified on the advertisement. Employees awarded positions will occupy those positions the first Monday following such award. All awards will be made on the same day after the closing day specified. This Rule shall not be construed so as to require the placing of employees on their awarded positions when properly qualified employees are not available at the time to fill their places, but physical transfers must be made within ten (10) days, or such longer periods as may be mutually agreed upon by the Designated Company Official and the General Chairman or his authorized representative.
- F. A position or vacancy may be filled temporarily pending assignment. When vacancies occur, the senior qualified available employee will be given preference. In the event no requests are received, the Company may assign the junior employee who must accept the assignment.

- G. An advertisement may be cancelled within seven (7) days from the date advertisement is posted.
- H. An employee who desires to withdraw his bid or application for an advertised position 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.
- I. Copy of advertisements, awards and abolishments will be furnished to the General Chairman or his designated representative.
- J. All positions then in effect and subject to advertisement shall be rebid effective February 1st of each calendar year.

RULE 12 - CANCELLATIONS/ABOLISHMENTS

- A. 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 assignment) 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 Rule 14 - Displacements of this Agreement.
- B. The Company has the right to cancel any assignment provided the employee(s) affected are notified at least twelve (12) hours prior to the scheduled starting time.
- C. A copy of the notice shall be furnished to the designated Union representative.
- D. Employees affected by cancellation of their assignments will be paid for the number of hours necessary to meet the forty (40) hour guarantee of Rule 5 - Guarantee Work Week of this Agreement.

E. The Company has the right at any time to abolish or cancel any assignment due to emergencies such as flood, snowstorm, hurricane, tornado, earthquake, fire, or labor dispute, provided the Company's operations are suspended in whole or in part. Such assignments will be restored as soon as possible once the emergency has ended. The provisions of Rule 5 - Guarantee Work Week of this Agreement will not apply to employees whose assignments are cancelled under this paragraph.

RULE 13 - RETURN TO SERVICE

An employee not in service will be subject to return to work from furlough in seniority order in any class in which he holds seniority, provided that such position is within fifty (50) highway miles of his residence. If he fails to return within ten (10) days from the date notified by certified mail to his last recorded address for a position or vacancy of thirty (30) days or more duration, he will forfeit all seniority under this Agreement. However, forfeiture of seniority under this Rule will not occur when the parties mutually agree. A copy of any recall letter shall be furnished to the designated Union representative.

RULE 14 - DISPLACEMENTS

A. An employee whose position is abolished or who is displaced by a senior employee in the exercise of seniority may exercise his seniority to any position for which he is qualified held by a junior employee within seven (7) calendar days after the effective time and date of abolishment. Displacements must occur prior to the start of the shift and an employee reporting to the supervisor at the work location where the displacement is to be made prior to shift start will be allowed a displacement on that date.

- B. An employee who elects to exercise seniority may exercise seniority to any position for which he is qualified without loss of seniority.
- C. 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 seven (7) calendar days after his return, exercise his seniority to any position for which he is qualified held by a junior employee.
- D. An employee returning from a leave of absence, sick leave, vacation or suspension may return to his former position or, within seven (7) calendar days after his return, may exercise his seniority to any position for which he is qualified and holds seniority which was bulletined and assigned in his absence to a junior employee.
- E. Employees who fail to exercise their seniority within seven (7) calendar days will be considered in furlough status subject to recall under the terms of this Agreement. An employee in furlough status may make application for advertised positions only.

RULE 15 - TIME LIMIT ON CLAIMS NOT INVOLVING DISCIPLINE

- A. All claims for compensation alleged to be due must be made in writing no later than fourteen (14) days from the date of the occurrence on which the claim is based. The claimant, or his duly accredited representative, must submit two (2) copies of the claim containing the information specified below to a representative of the Company. The representative of the Company who receives the copies must acknowledge receipt by signing and dating them and returning the duplicate copy to the claimant or his duly accredited representative. If not

presented in the manner outlined in this paragraph, a claim will not be subject to payment or denial.

- B. 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:
 - (a) Name, occupation
 - (b) On and off duty times
 - (c) Date and time that work was performed
 - (d) Location and details of work performed on which claim is based
 - (e) Claim being made, rule, if known, and reason supporting claim.
- C. 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 fourteen (14) 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.
- D. All time claims which are denied in whole or in part within the proper time limit may be appealed by the BMWED General Chairman to the Company's highest designated appeals officer within sixty (60) days from the date of denial. 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 no later than thirty (30) days thereafter.
- E. The decision of the Company'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 BMWED to a tribunal having jurisdiction by law or agreement.

- F. Company officers designated to receive claims and appeals will be specified by the Designated Company Official. The BMWED General Chairman will be given a list of the officers so designated.

RULE 16 - EXAMINATION, TRAINING, QUALIFYING

- A. All employees who are required by law or the Company to attend classes for operating rules, safety rules, medication 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 as time worked for the actual time involved. Employees will be paid the mileage rate if required to travel more than fifty (50) miles for such examination, training, or qualifying. When required to remain overnight, Rule 17 will apply.
- B. The Company will reimburse up to \$200.00 of the cost of employee safety shoes once per year for safety shoes which satisfy Company safety standards. The Company will pay for or provide one (1) pair of safety glasses and one (1) hardhat (if required) per year. The Company will fully cover the costs of the present uniform service (Unifirst) and/or any subsequent equivalent thereof at the current frequency of service.

RULE 17 - AWAY FROM HOME EXPENSES

- A. An employee taken off his assigned territory to work elsewhere will be furnished lodging and per diem, or meals at the Company's option, by the Company. If lodging is not furnished by the Company, the employee will be compensated for actual lodging expenses he may incur.

This Section applies only to employees held away from assigned territory an unreasonable time beyond the evening meal hour.

- B. Personal expenses will be paid within fifteen (15) days of the date submitted.
- C. Per diem shall be paid at the following rates: \$29.00 during 2017, \$30 during 2018, and \$31 during 2019.

RULE 18 - DISCIPLINE

- A. No employee will be disciplined without a fair hearing. The notice of hearing will be mailed, or delivered in person, to the employee within ten (10) days if held out of service, or within twenty (20) days of the Company'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, including the rule(s) alleged to have been violated. 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 within twenty (20) days if held out of service or within thirty (30) days of the Company'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 agreement of the parties. The hearing may be adjourned to secure necessary witnesses or if it cannot be completed in a day.
- B. 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, gross negligence, dishonesty, or when continuing an employee in service may constitute a threat to Company

personnel, Company property, or property entrusted to the custody of the Company. Suspension pending a hearing will not be considered as prejudicial to the employee.

C. The following procedures will govern disciplinary matters:

C.1. The employee will have the opportunity to request that the Company provide witnesses who are employed by Company and were eye witnesses to or directly involved in the incident being investigated. Such witnesses shall appear at Company's expense.

C.2. The employee will have the opportunity to request that the Company allow other persons who are employed by Company to appear as witnesses. Any such witness shall not be considered as being on duty and shall not be entitled to compensation from the Company for appearing at the investigation.

C.3. The employee shall have the right to representation by BMWED and he and his BMWED representative will have the right to question all witnesses, subject to the reasonable discretion of the hearing officer. The employee and his BMWED representative will be provided with a copy of the hearing transcript.

D. The employee must be notified within fifteen (15) days of the completion of the hearing if discipline will be assessed. 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.

E. 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, the employee will be paid in accordance with the Agreement.

- F. 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 BMWED General Chairman and to the Company'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 Company on appeal is in favor of the employee, he will be paid in accordance with Rule 18E. 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 BMWED to a tribunal having jurisdiction by law or agreement.
- G. If the Company'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 compensation received by the employee during the relevant time period.
- H. A hearing can be disposed of informally by agreement between the Company, the employee party to the hearing and his designated Representative.
- I. Notices required to be delivered to the BMWED Representative may be delivered by mail, in person or by electronic means.

RULE 19 - HOLIDAYS

- A. 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
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve (day before Christmas holiday is observed)
Christmas Day
New Year's Eve (day before New Year's Day is observed)

and such other days as may be allowed to other Carrier employees.

- A. To be eligible for holiday pay provided in Rule 19.1, 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.
- B. 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: (i) 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 (ii) they have had a seniority date for at least sixty (60) days or have sixty (60) 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.
- C. A holiday which falls during an employee's vacation period will be allowed to be used to extend that vacation period, or to be used at a later date.

D. When employees are working a four (4) day, ten (10) hours per day work week and a holiday falls on a work day in that work week, the holiday pay provided in this Rule will be modified to ten (10) hours at the straight time hourly rate and be paid to all eligible employees.

RULE 20 - SICK LEAVE DAYS

A. Employees off sick will be granted sick leave each calendar year as follows:

<u>Length of Service as of January 1</u>	<u>Sick Leave Days</u>
One (1) Year	1
Five (5) Years	2
Ten (10) Years	3

B. Sick leave days provided above which remain unused at the end of each calendar year will accumulate, up to a maximum of 30 days accumulated.

C. Payment for sick leave days will be eight (8) hours (ten (10) hours if the employee is assigned to a position working four (4) ten (10) hour days) at one hundred percent (100%) 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 Rule of this Agreement or the Supplemental Sickness Benefit Plan.

D. The Company may require satisfactory evidence in the form of a letter or certificate from a physician confirming the employee's sickness.

RULE 21 - HEALTH AND WELFARE

- 21.1 (a) The Carrier and the BMWED have agreed that the employees will be provided the same Group Insurance Plan, including dental coverage, provided by the Delaware Otsego Corporation for its employees and extended to the employees of The New York, Susquehanna and Western Railway Corporation, and will be covered by any changes to such Plan.
- (b) Notwithstanding the foregoing, the Carrier and the BMWED have agreed to the following through 7/1/2021:
- (i) Employee contributions effective at the beginning of the pay period following ratification shall be \$27.65 per week for single coverage and \$69.85 per week for family coverage. Employee contributions may be adjusted by the Carrier annually as of January 1 of each year, but (x) shall not be increased in any year by more than the lesser of 10% and the percentage change in the premium charged to the Carrier for such insurance; (y) shall not exceed 20% of the total premium cost.
- (ii) The Group Insurance Plan shall initially be Excellus BlueCross BlueShield PPO Option D, or its equivalent. In the event that the employee contributions as provided in (i) above become less than 15% of the total premium cost, then the Carrier may change the Plan after consultation with the BMWED.

- (iii) The Carrier may offer employees the choice of alternate health insurance plans at different contribution rates.
 - (iv) The provisions of this subsection (b) shall expire automatically on 7/1/2021 unless extended by agreement in writing.
- (c) The Carrier and the BMWED shall confer at least annually in regard to the terms, conditions, costs and employee contribution levels for group health insurance.
- 21.2 Notwithstanding the above, it is agreed that employees will not request, or be provided, dependent coverage if that employee has coverage for his dependents available elsewhere at no charge.
- 21.3 Carrier shall provide, at its expense, the Supplemental Sickness Benefits Agreement as currently provided to employees represented by BMWED in the Maintenance-of-way crafts.
- 21.4 Subrogation
- The Carrier shall be subrogated to any right of recovery an employee may have against any party for loss to the extent that the Carrier or its group health insurance has made payments pursuant to this Article, and all such payments shall operate as an offset against any right of recovery the employee may have against the Carrier for hospital, surgical, medical, related expenses or damages of any kind.
- 21.5 The Carrier will provide supplemental vision care for employees and their dependents covered by the Group Insurance Plan described in Rule 21.1. Under this supplemental

vision, the Carrier will reimburse up to \$45.00 maximum for an annual examination, and \$100.00 maximum for an annual purchase of eyeglasses, per covered person.

21.6 When employees are furloughed pursuant to Rule 12, the Carrier shall continue the insurance coverage for such employee for the following four (4) calendar months on the same terms and conditions as applied while the employee was employed (i.e. the employee continues to pay the weekly employee contribution for the group health plan).

21.7 401(K) Savings Plan

The Carrier and the BMWED have agreed that the employees will be provided the opportunity to participate in the same 401(K) Savings Plan as is made available to other employees of The New York, Susquehanna and Western Railway Corporation, and will be covered by any changes to such Plan.

RULE 22 - VACATION

A. Each employee who has been employed by the Corporation for one (1) year or more and who worked for a minimum of 100 working days during the previous calendar year, shall be entitled to one (1) week vacation allowance; each employee who has been so employed for two (2) years shall be entitled to two (2) weeks vacation allowance; each employee who has been so employed for eight (8) years shall receive three (3) weeks vacation allowance; each employee who has been so employed for fifteen (15) years shall receive four (4) weeks vacation allowance; each employee who has been so employed for twenty (20) years or more shall receive five (5) weeks vacation allowance. All such vacations shall be taken as hereinafter provided. It is understood and agreed that employees will establish vacation

qualifications based on the date of hire on the seniority roster or date of hire by the Corporation, whichever is earlier.

- B. Vacations should normally be taken in units of one (1) or more weeks but where service requirements permit, an individual employee may be permitted by the supervising officer to take a vacation period of less than one (1) week. A full work day is the minimum vacation period to be taken.
- C. Employee's weekly vacation allowance will be forty (40) times the straight time hourly rate of pay of the last service performed prior to taking vacation.
- D. Seniority in employee selection will be the basis for the establishment of vacation schedules.
- E. Vacations will be taken between January 1st and December 31st. However, it is recognized that the requirements of the service may create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order when granting vacations. Representatives of the Company and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit.
- F. Except as provided in this section, vacations shall not be accumulated or carried over from one year to another. In cases where vacations have not been taken due to sickness, suspension or Company request, vacation time will be rescheduled or paid for within that calendar year, unless the Company and employee agree otherwise.

- G. In the event that an employee takes all or part of the earned vacation, prior to reaching the anniversary date in the anniversary year, the amount of vacation allowance will be the same as if the anniversary date has been reached.
- H. The vacation provided for in this Article shall be considered to have been earned when the employee has qualified under Section A hereof. If an employee's employment status is terminated for any reason except voluntary resignation without two (2) weeks notice, the full vacation pay earned, up to the time of leaving the service, shall be granted upon request. If an employee entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid according to law.
- I. Employees who take vacation in a weekly block shall be considered to be on vacation (Monday-Friday) but will be permitted to mark up for work on Saturday and Sunday if they so desire by giving their supervisor at least seven (7) days advance notice.
- J. The parties hereto having in mind conditions which may exist or may arise in making provisions for vacation with pay, agree that additional understandings may be entered into to implement the purpose of this Agreement, provided that such understandings shall not be inconsistent with this Rule.

RULE 23 - RETENTION OF SENIORITY

- A. Employees who are presently or subsequently appointed to 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 Company's employees covered by this Agreement from the effective date of this Agreement and shall have all rights and privileges granted by the Constitution of the BMWED.

- B. In the event an employee fails to comply with Rule 23A above, the duly accredited representative shall so notify the Designated Company Official and the employee. Within thirty (30) days after receipt of a subsequent notification from the Chief Engineer, the employee will forfeit his seniority unless the employee involved remits all monies due the Union.
- C. Employees appointed to positions covered by Rule 23A who are subsequently removed from such positions by the Company (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 nor bid a bulletined vacancy. Employees suspended for more than sixty (60) days (other than dismissal for cause) may bid on any bulletined vacancy to be effective after sixty (60) days but may not displace any regular assigned employee.
- D. Employees appointed to positions covered by Rule 23A who voluntarily demote themselves may bid on any advertised position thereafter, but may not displace any regular assigned employee.
- E. The Company 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 are covered by Rule 23A within thirty (30) days of the execution of this Agreement or, in the case of

employees not presently holding such positions with the Company, within thirty (30) days of appointment to such a position.

RULE 24 - LEAVES OF ABSENCE

- A. 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 C.
- B. Requests for leaves of absence or extensions thereof must be in writing to the Designated Company Official with a copy to the General Chairman.
- C. Except as specified below, leaves of absence or extensions thereof will be limited to a minimum of fourteen (14) days and a maximum of six (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 Designated Company Official and the General Chairman.
- D. 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.
- E. Employees appointed to official positions with the Company or who accept a full-time Union position will be granted leaves of absence for the duration of the assignment. This individual will be credited for time on leave of absence as continuous service for the length of his vacation entitlement.
- F. Employees returning from leaves of absence as specified in Paragraph C 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.

- G. Employees returning from leaves of absence as specified in Paragraph E must report for duty within thirty (30) days from the conclusion of their assignments and the expiration of leave or be subject to the provisions of Paragraph F, above.
- H. Employees returning to service under Paragraphs F or G, will do so pursuant to the provisions of Rule 14 - Displacements of this Agreement.
- I. Employees who absent themselves for more than fourteen (14) days without written authorized leaves of absence as provided in this Rule will forfeit their seniority.
- J. Leaves of absence are not required when employees are unable to perform service due to a bona fide sickness or injury.

RULE 25 - BEREAVEMENT DAYS

- A. Employees will be excused from work due to a death in their immediate family (spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, legally adopted children and spouse's children, step-parent and grandchild), and will be paid eight (8) hours pay for each work day lost up to a total of three (3) days. Leave may be taken any time, up to seven (7) days after the funeral. Bereavement pay will not be allowed to employees absent from work because of furlough, leave of absence or actual suspension and will not duplicate any other payments. Employees will be allowed to reschedule vacations in the event bereavement days overlap vacation days.

- B. In addition to the bereavement days provided for in Paragraph A, employees will be allowed an additional two (2) bereavement days, subject to the same conditions as set forth in Paragraph A, when required to attend surrogate or other court proceedings arising out of the death of the family member.
- C. Employees will be paid eight (8) hours (ten (10) hours in the case of employees assigned to work four (4) ten (10) hour days) at the straight time rate for each working day lost during bereavement leave with a maximum of three (3) days.
- D. Bereavement pay will not be allowed to employees who are otherwise absent from work and will not duplicate payments made for holidays or vacation.

RULE 26 - ATTENDING COURT, INQUESTS, INVESTIGATIONS

Employees required to attend court, inquests, investigations, etc., by or on behalf of the Company 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 subject to discipline.

RULE 27 - JURY DUTY

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 lost (or ten (10) hours in the case of employees assigned to work four (4) ten (10) hour days), but not to exceed forty (40) hours in any work week

less the amount allowed by the Court (not to include allowances paid for meals, lodging, or transportation). No jury duty pay will be allowed for any day on which employees are otherwise entitled to vacation or holiday pay.

RULE 28 - PHYSICAL CONDITION - BOARD OF DOCTORS

The Company may, from time to time and at its expense, require any employee to undergo a physical examination by a trained medical professional. 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 Designated Company Official. 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 doctors 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 Designated Company Official of The New York, Susquehanna and Western Railway, 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 qualified 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 period longer than one (1) day.
- E. The Company and the Organization 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 sent to the General Chairman. The Company and the Organization shall each pay one-half of the fee and traveling expenses of the third appointee.

RULE 29 - USE OF PERSONAL AUTO WHILE ON DUTY

When employees are authorized to use their personal automobile on Company business, they will be reimbursed at the maximum rate per mile allowed under Internal Revenue Service rules for such use in addition to any other compensation to which they may be entitled.

RULE 30 – PROBATIONARY PERIOD AFTER INITIAL EMPLOYMENT

Applications for employment will be rejected within one hundred twenty (120) calendar days after seniority date is established, or applicant shall be considered accepted. Applications rejected by the Company must be declined in writing to the applicant.

RULE 31 - DULY ACCREDITED REPRESENTATIVE

- A. The term "duly accredited representative", as used in this Agreement, shall be understood to mean the representative of System Officer of the Organization signatory hereto.
- B. The Organization will notify the Designated Company Official in January of each year of who the duly accredited representatives are.

RULE 32 - UNION SHOP

- A. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Company now or hereafter subject to the Rules and Working Conditions Agreement between the parties hereto shall, as a condition of their continued employment subject to such Agreement, become members of the Union party to this Agreement representing their crafts or classes within sixty (60) 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 good standing in such Union; except that such membership shall not be required of any individual until he has performed thirty (30) days of such compensated service within a period of twelve (12) consecutive calendar months. Nothing in this Agreement shall alter, enlarge or otherwise change the coverage of the present or future Rules and Working Conditions Agreement. Any employee whose employment is terminated prior

to the time such employee is required to become a member of BMWED shall have no time or money claim by reason thereof.

B. Exceptions to Membership in Good Standing Requirement

B.1. Employees who have secured seniority under the Rules and Working Conditions Agreement and who are subsequently regularly assigned or transferred to full-time employment not covered by such Agreement or are furloughed on account of force reduction will not be required to maintain membership as provided in Rule 33.1 of this Agreement so long as they remain in such other employment or furloughed 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 Agreement they shall, as a condition of their continued employment subject to such Agreement, be required to become and remain members in good standing in the Union within thirty (30) days from date of their return to such service.

B.2. The seniority status and rights of employees granted leave of absence to serve in the Armed Forces shall not be terminated by reason of any of the provisions of this Agreement but such employees shall, upon resumption of employment, be governed by Paragraph A of this Agreement.

C. Nothing in this Agreement shall require an employee to become or to remain a member of the Union if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other members, 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 Rule, 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 Union.

D. Information Requirements and Dispute Resolution

D.1. The Company will furnish to the Union information with respect to the employment status of employees represented by it, and which information is pertinent to the administration of this Agreement. The Union will notify the Company in writing of any employee who by reason of failure to comply with the terms of this Agreement is not entitled to continue in employment. Upon receipt of such notice, the Company will, as promptly as possible but within ten (10) calendar days of such receipt, so notify the employee concerned in writing by certified mail, return receipt requested, or by personal delivery evidenced by receipt. Copy of such notice shall be given the Union. Any employee so notified who disputes the fact that he has failed to comply with the terms of this Agreement shall, within a period of ten (10) calendar days from the date of such notice, request the Company in writing to accord him a hearing which shall be held as soon as possible and within ten (10) calendar days of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing by certified mail, return receipt requested, or by personal delivery evidenced by receipt. Copy of notice of such hearing shall be given to the Union and the Union shall attend and participate in the hearing. The receipt by the Company 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 Company is rendered.

In the event the employee concerned fails to request a hearing as provided herein, the Company shall proceed to terminate his employment and seniority not later than thirty (30) calendar days from receipt of the above-described notice from the Union, unless the Company and the Union agree otherwise in writing.

- D.2. The Company 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 accordingly. Such decision shall be rendered within ten (10) calendar days of the hearing date and the employee and the Union shall be promptly advised thereof. If the decision is that the employee has not complied with the terms of this Agreement, his employment and seniority shall be terminated within ten (10) calendar days of the date of said decision, unless the Company and the Union agree otherwise in writing. If the decision of the Company is not satisfactory to the employee or the Union, it may be appealed directly to the highest officer of the Company designated to handle such appeals. Such appeals shall be taken within ten (10) calendar days of the date of the decision appealed from, and if taken, shall operate to stay action on the termination of employment, until the decision on appeal is rendered. The Company shall promptly notify the other party in writing of any such appeal. The decision on such appeal shall be rendered within ten (10) calendar days of the date the appeal is taken, and the employee and the Union shall be promptly advised thereof. If the decision on such appeal is that the employee has not complied with the terms of this Agreement, his employment and seniority shall be terminated within ten (10) calendar days of the date of said decision unless the Company and the Union otherwise agree in writing. Such decision on appeal shall

be final and binding unless within ten (10) calendar days thereof the Union or the employee involved requests the selection of a neutral person to decide the dispute as provided in Paragraph D.3 below. Any request for selection of a neutral person as provided in Paragraph D.3 below shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.

D.3. If within ten (10) calendar days after the date of a decision on appeal by the highest officer of the Company designated to handle appeals under this Agreement, the Union or the employee involved requests such highest officer in writing that a neutral person be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Company designated to handle appeals under this Agreement or his designated representative, the Chief Executive of the Union 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 person. The Company, the Union and the employee involved shall have the right to appear and present evidence at a hearing before such neutral person. Any decision by such neutral person shall be made within thirty (30) calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Company, the employee and the Union shall be promptly advised thereof in writing. If the position of the employee is sustained, such fees, salary and expenses shall be borne in equal shares by the Company and the Union. If the position of the employee

is not sustained, such fees, salary and expenses shall be borne in equal shares by the Company and the Union and the employee.

- D.4. Time limits specified in this Section may be extended in individual cases by written agreements of the Company and the Union.
- D.5. The Union shall notify the Company in writing of the titles and addresses of its officers or representatives who are authorized to serve and receive notices described in this Section. The Company shall notify the Union of the titles and addresses of its officers or representatives who are authorized to receive the notices described in this Section.
- E. The Company shall not be required to terminate the employment of any employee until such time as the services of a qualified replacement are available. The determination of whether a qualified replacement is available shall be made jointly by the designated representative of the Company and the designated representative of the Union. The Company may not, however, retain any employee in service under the provisions of this paragraph for a period in excess of ninety (90) calendar days from the date of the Union's original notice or sixty (60) calendar days from the date of the last decision rendered in accordance with Paragraph D above. Employees whose service is extended under the provisions of this Section shall not, during such extension, retain or acquire any seniority rights.
- F. An employee whose employment and seniority is terminated pursuant to the provisions of this Agreement shall have no time or money claim by reason thereof.

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

RULE 33 - DUES DEDUCTION

- A. Subject to the terms and conditions hereinafter set forth, the Company will deduct from the wages of employees membership dues, fees and assessments (excluding fines and penalties) whenever applicable each calendar month which are uniformly required as a condition of acquiring or retaining membership in the Union upon written and unrevoked authorization of the employee on the form, WAGE DEDUCTION AUTHORIZATION, and agreed upon by the parties hereto, a copy of which is attached and made a part of this Agreement.
- B. The designated representative of the Union shall promptly notify in writing the officer or officers designated by the Company of any special assessments or changes in amounts of fees or dues, and shall also furnish to such designated officer or officers of the Company, the individual authorization forms as provided for herein.

- C. Individual authorizations to be effective for a particular calendar month must be in the possession of the Company not later than the twentieth (20) day of the month preceding the month in which such deductions are to be made.
- D. The designated representative of the Union shall furnish to the Company an initial statement in alphabetical order, showing the employee's name, lodge number, social security number, and amount to be deducted, such statement to be furnished together with individual authorization forms to cover, not later than the twentieth (20th) day of the month preceding the month in which the deductions become effective. Subsequent monthly deductions will be based on the initial statement, plus a monthly statement showing additions or deletions, furnished in the same manner as the initial statement required hereby.
- E. Said deductions will be made monthly and shall be remitted to the Officer designated by the Union not later than the end of the month in which deductions are made, accompanied by a list in alphabetical order showing the name of each employee for whom a deduction was made, his lodge number, social security number, and the amount of the deduction and the total amount of money deducted. If the earnings of an employee is insufficient in the pay period in which deductions are made to permit the full amount of the deduction, no deduction will be made for that month. In the event of any excess or shortage in said deductions for an individual employee, said excess or shortage will be subject to adjustment by the Union and individual employee.
- F. The following payroll deductions will have priority over the deductions covered by this Agreement:
 - F.1. Federal, state and local taxes;

- F.2. Other deductions required by law and court orders;
- F.3. Amounts due Company.

- G. The deductions provided for herein shall not be effective with respect to any individual employee until the Company has been furnished with written authorization of assignment of wages of such monthly membership dues, initiation fees, reinstatement fees, and assessments. Such assignment shall be revocable in writing after the expiration of one (1) year, or upon termination of this Agreement.

- H. Responsibility of the Company under this arrangement shall be limited to remitting to the Union the amount actually deducted from wages of employees pursuant hereto and the Company shall not be responsible financially or otherwise for failure to make deductions or for improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Union, and any complaints against the Company in connection therewith shall be handled by the Union on behalf of the employees concerned.

- I. The Union shall indemnify and save harmless the Company from and against any and all claims, demands, liability, losses or damage resulting from entering into this Agreement or arising or growing out of any dispute or litigation from any deductions made by the Company pursuant to this Agreement, except for remitting to the Union the monies deducted pursuant to this Agreement; provided, however, that this sentence shall not apply to any case in which the Company is the plaintiff or the moving party in the action or in which case the Company acts in collusion with any employee; provided further, that the aforementioned liability shall

not extend to the expense of the Company in defending suits by employees as a result of the Company's action under this Agreement.

- J. In the event of a change in representation of employees now represented by the Union, this Agreement shall be automatically terminated as of the date official notification is received from the National Mediation Board of such change in representation.

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WAGE DEDUCTION REVOCATION

between

THE NEW YORK, SUSQUEHANNA AND WESTERN RAILWAY CORPORATION

and the

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION

Employee Name: _____

Social Security Number: _____

The New York, Susquehanna and Western Railway Corporation
1 Railroad Avenue
Cooperstown, NY 13326

ATTN: Payroll Department

Dear Sir/Madam:

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

Sincerely yours,

Employee's Signature

Employee's Identification Number

Date: _____

Signature of Union Representative: _____

Lodge Number: _____

RULE 34 – D.R.I.V.E. DEDUCTIONS

- 34.1 (a) Subject to the terms and conditions hereinafter set forth, the Company will deduct from the wages of employees voluntary political contributions upon their written authorization on the form, CONTRIBUTION DEDUCTION AUTHORIZATION, agreed upon by the parties hereto, copy of which is attached, designated 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 BMWED and the Company. Changes in the amount to be deducted will be limited to one (1) change in each twelve (12) month period, and any change will coincide with a date on which dues deduction amounts may be changed under the Dues Deduction Supplement.
- 34.2 The General Chairman or his designated representative shall furnish the Company with a copy to appropriate units of the BMWED, 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 herein above.

- 34.3 Monthly voluntary political contribution deductions will be made from wages at the same time that membership dues are deducted from the employee's paycheck.
- 34.4 Concurrent with making remittance to the Organization of monthly membership dues, the Company will make separate remittance of voluntary political contributions to the Treasurer, Maintenance of Way Political League, together with a list prepared in accordance with the requirements of the Dues Deduction Supplement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.
- 34.5 The requirements of this Rule 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.

[Remainder of this page left intentionally blank]

MAINTENANCE OF WAY POLITICAL LEAGUE

CONTRIBUTION DEDUCTION AUTHORIZATION

between

THE NEW YORK, SUSQUEHANNA AND WESTERN RAILWAY CORPORATION

and the

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION

PAYROLL MANAGER:

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 Maintenance of Way Political League 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 Maintenance of Way Political League 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 Company and the Organization thirty (30) days advance notice in writing of my desire to do so.

Print Last Name	First Name	Middle Initial
-----------------	------------	----------------

Home Street Address	City	State	Zip
---------------------	------	-------	-----

Date

Signature

Lodge Number

Social Security Number

BMWED POLITICAL LEAGUE CONTRIBUTION
MAINTENANCE OF WAY POLITICAL LEAGUE

CONTRIBUTION DEDUCTION REVOCATION

between

THE NEW YORK, SUSQUEHANNA AND WESTERN RAILWAY CORPORATION

and the

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION

Employee Name _____

Social Security Number _____

The New York, Susquehanna and Western Railway Corporation
1 Railroad Avenue
Cooperstown, NY 13326
ATTN: Payroll Department

Dear Sir or Madam:

Effective in the next calendar month, I hereby revoke the contribution deduction authorization now in effect assigning to the Brotherhood of Maintenance of Way Employees Division's Political League that part of my wages contributed to the Maintenance of Way Political League, and I hereby cancel the authorization.

Sincerely,

Employee's Signature

Employee Identification Number

Date _____

Signature of Union Representative _____

Lodge Number _____

RULE 35 - EMPLOYEE INFORMATION

The Company will provide the General Chairman with a list of employees who are hired or terminated, their home addresses, and if available, 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 Company cannot meet the thirty (30) day requirement, the matter will be worked out with the General Chairman.

RULE 36 - MORATORIUM

- A. This Agreement shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act.
- B. No party to this Agreement shall serve notice pursuant to Section 6 of the Railway Labor Act seeking changes in this Agreement prior to January 1, 2020 (not to become effective before July 1, 2020).
- C. This Rule will not bar the Company and BMWED from agreeing upon any subject of mutual interest.

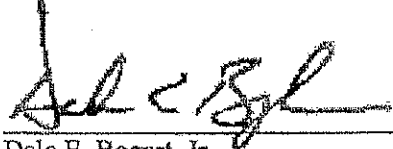
RULE 37 - PRINTING OF AGREEMENT

The Company will print and distribute this entire Agreement to the employees covered by this Agreement, within sixty (60) days from final ratification.

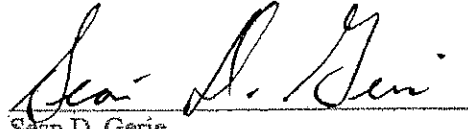
Signed in Cooperstown, New York this 13th day of November, 2017.

FOR:

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**



Dale E. Bogart, Jr.
General Chairman



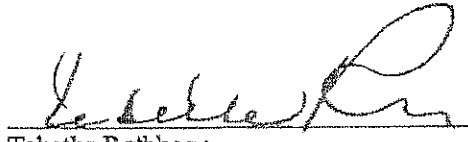
Sean D. Gerie
National Division Vice President

FOR:

THE NEW YORK, SUSQUEHANNA AND WESTERN RAILWAY CORPORATION



Nathan R. Fermo
President



Tabetha Rathbone
Vice President-Accounting

EXHIBIT A

ROSTER

Employee Name	Date of Hire	Current Position	Seniority Date Mechanic Foreman	Seniority Date Mechanic A	Seniority Date Mechanic B	Seniority Date Helper
D. Conklin	10/7/1993	Mgt.	11/22/2004	1/25/1999		
B. DeForest	9/4/2002	Mechanic A		11/7/2006	4/25/2005	
T. Stephans	7/12/2006	Helper				7/12/2006
T. O'Malley	11/2/2015	Mechanic A		12/1/2017	11/2/2015	
T. Walsh	6/29/2015	Mechanic B			6/29/2015	
P. Kennedy		Mgt.	1/2/2017	1/2/2017		

EXHIBIT B

DEADHEADING MATRIX

Duty Point	Reporting Station									
	Greene	Sherburne	Sangerfield	Utica	Chenango Forks	Whitney Point	Cortland	Apulia	Jamesville	Syracuse
Binghamton	25	55	75	100	12	24	45	64	75	85
	0:30	1:55	1:30	2:00	0:15	0:30	0:55	1:10	1:15	1:30
	Susquehanna	Deposit	Hancock	Lackawaxen	Port Jervis					
Binghamton	26	30	43	91	115					
	0:32	0:39	0:56	1:35	2:10					
	Utica	Sangerfield	Sherburne	Greene	Binghamton					
Syracuse	55	59	56	57	85					
	1:10	1:20	1:15	1:20	1:30					
	Jamesville	Apulia	Tully	Homer	Cortland	Whitney Point	Chenango Forks	Binghamton		
Syracuse	9	22	26	39	44	62	74	85		
	0:10	0:25	0:30	0:38	0:38	0:40	1:15	1:30		
	Croxtton	Rochelle Park	Passaic Jct.	Hawthorne	Butler	Sparta	Vernon	Port Jervis	Binghamton	
Ridgefield Park	7	6	7	12	25	55	45	77	175	
	0:10	0:10	0:15	0:25	0:40	1:15	1:10	1:45	3:30	

Side Letter No. 1

BMWED - IBT
3321 Vestal Parkway East, Ste. B
Vestal, NY 13850

November 13, 2017

Mr. Nathan R. Fenno, President
NYS&W Railway Corporation
1 Railroad Avenue
Cooperstown, NY 13326

RE: Side Letter 1 – Basic Force

Dear Mr. Fenno:

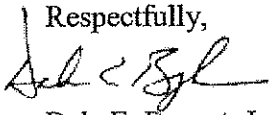
This confirms the parties' understanding with respect to the number of employees NYS&W intends to employ within the craft of Mechanics under the Agreement between NYS&W and BMWED dated November 13, 2017.

Subject to the provisions of the Agreement, NYS&W agrees that it will make available to the employees on the roster attached to the Agreement as Schedule A as of November 13, 2017 no fewer than four (4) positions governed by the Agreement. However, this commitment is based on traffic and business levels which existed in 2017, and the parties recognize that NYS&W may adjust the number of positions in the event of a material change in traffic and business levels, subject to the following:

- In the event there is a need to adjust the number of positions, the Railroad will notify, in writing, the BMWED not less than thirty (30) days prior to such change. Such notification will fully describe the reason(s) for such change, such as decline in traffic or a sale of portion of NYS&W's railroad. The Organization may, within ten (10) days of such notification, request a conference to evaluate and clarify the reason(s) for such change.
- If the parties fail to agree on any modification of the Basic Force, the matter shall be referred to a Special Board of Adjustment in which the burden shall be upon NYS&W to prove it would incur a substantially adverse effect if the proposed modifications were not put into effect.
- In the event a request of NYS&W is progressed to a Special Board of Adjustment, and a final decision has not been reached by the Neutral Arbitrator within thirty (30) days of the date of the initial conference referred to above, NYS&W may nevertheless put the proposed modification into effect. In the event the Arbitrator decides that NYS&W would

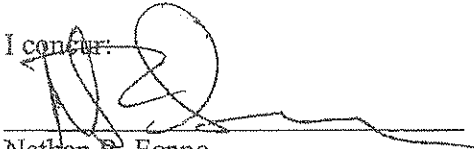
not be substantially affected by the change in conditions, any modifications made shall be discontinued within fifteen (15) days of the date of the decision and the employees reinstated.

Respectfully,



Dale E. Bogart, Jr.
General Chairman

I concur:



Nathan R. Fenno
President