

**AGREEMENT**  
**between**  
**TTX COMPANY**  
**and**  
**BROTHERHOOD RAILWAY CARMEN DIVISION**  
**of TRANSPORTATION COMMUNICATIONS UNION**  
**LOCAL 6011**  
**For the period**  
**July 1, 2020 to June 30, 2025**  
**Inclusive**





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## **AGREEMENT**

This Agreement is entered into as of the 1st day of July 2020, by and between TTX COMPANY (the "Company" or "TTX") and the BROTHERHOOD RAILWAY CARMEN DIVISION of TRANSPORTATION COMMUNICATIONS UNION (the "Union"), and applies only to Maintenance Specialists and Maintenance Generalists in the TTX Field Maintenance Operations Department ("FMO").

This Agreement shall become effective at 12:01 o'clock a.m., on July 1, 2020, and thereafter shall renew itself and continue in full force and effect from year to year unless or until changed pursuant to the Railway Labor Act. Neither party may serve notice under Section 6 of the Railway Labor Act proposing a change in this Agreement until May 1, 2025.

### **ARTICLE 1 - RECOGNITION**

#### **Section 1.1**

The Company recognizes the Union as the exclusive bargaining representative for all Maintenance Specialists and Maintenance Generalists in the TTX Field Maintenance Operations Department. This Article and Agreement excludes all other departments, operations, applicants for employment, and other employees of the Company. Wherever the masculine or feminine gender is used in the Agreement, it includes both genders.

#### **Section 1.2**

The specific terms of this Agreement constitute the entire agreement between the parties and shall be the sole source of any rights that may be asserted by the Union with the exception of the Management Rights clause. No other practices or agreements are binding upon either party regarding wages, hours, or other terms and conditions of employment for the employees covered by this Agreement.

### Section 1.3

Whenever the Company deems it appropriate, the Company may contract out work or transfer the work of the employees covered by the Agreement to other employees not included within the above-described unit at any point provided that no employees are on layoff status at that point.

### Section 1.4

The Company shall also have the right to employ leased, contract, or temporary employees at such times and for such tasks as the Company deems necessary for any single period of time not to exceed one hundred eighty (180) days; provided however, that, if the period does exceed fifty-nine (59) days, such employees shall pay a fee equal in amount to the current monthly dues, fees and assessments paid (not to include initiation fees) by the employees covered by this Agreement for that period of time in excess of fifty-nine (59) days. At such point in time when such fee shall cease to be paid by the employee, such employee shall be terminated immediately.

Such employee, after performing service at one or more locations for a period of one hundred eighty (180) days (not to include a break of more than seven calendar days), will be covered by this Agreement, and subject to Section 13.2 beginning on the 181<sup>st</sup> day of service. Such employee will also be required to pay the initiation fee and continuation of monthly dues.

### Section 1.5

No successorship obligation exists by virtue of this Agreement and no contract between the Union and the Company shall be binding on any company, employer, or other business entity or person if any such entity should in the future purchase, lease, or take over the Company, or its assets, its facilities, or the work performed by employees in the above described unit.

## Section 1.6

The Company has the right to assign and perform car repair and car inspection work at Field Maintenance Operations as follows:

1. On a carrier or other employer that does not employ Carmen represented by the TCU or any of its divisions, the Company may assign and perform any work at any location.
2. On a carrier where TCU represents Carmen, TTX may assign and perform work as follows:
  - a. TTX employees may continue to perform work currently performed by them at points or locations on any carrier's property where TTX personnel are now present.
  - b. At any point or location on the carrier's property, either where TTX personnel are now present or where there are no carmen of that carrier now assigned and performing this work, TTX personnel may perform any work (including, but not limited to, testing, servicing, repairing, cleaning and conducting pretrip inspections) on any intermodal equipment and TTX-owned bulkhead/lumber, pipe, etc. cars, Railbox and Railgon cars, and auto-carrying equipment (including autorack, autoveyer).
  - c. At any point or location on any carrier's property not described in subparagraphs a and b above, TTX personnel also may perform any work on any of the equipment listed in subparagraph b above, but only with the prior concurrence of the BRC General President.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **Section 2.1**

Realizing that the Company must have flexibility regarding all job assignments and other operational decisions in order to respond to competitive pressures, business needs, and operational requirements and changes, the Company retains the right to exercise all the rights and functions of Management, and such exercise shall not be subject to the grievance procedure, arbitration, or prior negotiation during the term of this Agreement. Nothing in the Agreement shall be construed to limit or impair the right of the Company to exercise its own discretion in determining whom to employ, and nothing in this Agreement shall be interpreted as interfering in any way with the Company's right to manage its business and direct the workforce, including, but not limited to, the right to plan, direct, and control all the operations or services to be performed at or by employees of the Company; to expand, discontinue, or rearrange its Field Maintenance Operations, or any part thereof, to maintain order and efficiency in its operations, provided such expansion, discontinuance or rearrangement is carried out consistent with the seniority provisions set forth in Article 13 of this Agreement, to establish and change work schedules, or to regulate the number of employees in accordance with this Agreement. The Company has the right to make and enforce reasonable rules and regulations, including but not limited to rules of conduct and dress, and uniform requirements; and to set and enforce reasonable standards of employee performance when in its sole discretion it may deem it advisable to do any or all of said things.

### **Section 2.2**

The above rights of Management are not all inclusive but indicate the type of matters or rights which belong to and are inherent to Management and are retained by the Company, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.



### Section 2.3

a. The Company may assign to any employee work which is not normally performed by the employee wherever it is necessary for the efficient and orderly operation of the business, as long as the work is, in the judgment of Management, within the skills and capabilities of the employee thus assigned and does not violate any provision of the Agreement.

b. When a Maintenance Generalist is required to perform the duties of a Maintenance Specialist for a period in excess of thirty (30) minutes, he shall receive the starting rate of pay for Maintenance Specialists for a minimum period of one (1) hour, on an hour-to-hour basis, excluding any training which is voluntarily accepted by the Maintenance Generalist. If the Maintenance Generalist is required to perform the duties of a Maintenance Specialist for a period in excess of four (4) hours, he will be compensated at the starting rate of pay for Maintenance Specialists for the entire shift.

### Section 2.4

Without in any way limiting the foregoing, in the event that the Company ceases operations, in whole or in part, at a location or locations where it employs Maintenance Specialists or Maintenance Generalists, the parties agree that cessation cannot be the basis for any demand by the Union to bargain over the decision to cease operation or the effects of that decision on its members.

## **ARTICLE 3 - REPRESENTATION**

### Section 3.1

The Company agrees that, subject to the provisions of this Agreement, the Union shall at all times be free to exercise its right to advance the best interests of and fully protect its members in the exercise of their full freedom to engage in activities on behalf of the Union and that no member of the Union shall be restrained, coerced or discriminated against, in any manner, because of his membership in or for activities on behalf of the Union.

### Section 3.2

The Company recognizes the right of the Union to select a Local Chairman and Committeemen to represent the Union and employees. There shall be no more than one (1) Committeeman for each location for each shift.

An employee duly elected or appointed to serve the Union in any official capacity on a full-time basis shall be granted a leave of absence without pay for this purpose and shall continue to accrue seniority during such leave of absence.

### Section 3.3

Employees shall have the right to present grievances to the Company and resolve them with or without the presence of a Committeeman, Local Chairman or Union representative. However, any resolution of grievance between an individual employee who is not assisted by the Union and the Company will not be considered as an official interpretation of this Agreement and will not be cited by either party as having precedence in any future resolution of grievances by the Union and the Company.

### Section 3.4

If the Company initiates a conference with an employee for the purpose of a formal disciplinary action or when issuing a Notice of Disciplinary Hearing as outlined in Addendum A, Section 7, the employee may request the presence of the Committeeman or Local Chairman. Management will also present the employee with a document where the employee will denote their desire for representation or not. If the employee desires representation, the conference will not proceed without representation.

### Section 3.5

The Union shall furnish the Company with the names of the local Committeemen and notify the Company in writing of any changes before such changes will be recognized.

### Section 3.6

Local Committeemen shall request permission of their Supervisors and specify the purpose of their activity prior to engaging in the investigations of grievances or meeting with Management. Normally, local Committeemen's investigations of grievances and all grievance processing shall take place only after completion of his shift and under no circumstances will such investigation and processing of grievances interfere with production, operations, or any employee's work. It is recognized, however, that circumstances may arise which require the Committeeman, with the Supervisor's permission, to investigate and process grievances during his normal hours of work; provided they do not interfere with production or operations. Requests made under this Section will not be unnecessarily denied.

### Section 3.7

It is understood that time spent in Union-related business, including time spent in processing and handling grievances, will not be compensated by the Company. If a Supervisor specifically requests the presence of a Committeeman or a Local Chairman or the Committeeman or the Local Chairman is requested to represent an employee at formal hearing or investigation during his normal work hours, the Company shall compensate the Committeeman or the Local Chairman at his normal hourly rate up to a maximum of eight (8) hours per hearing.

### Section 3.8

Officers or representatives of the Union will be permitted access to Company property to handle or investigate matters arising under this Agreement provided, however, that they do not interfere with Company operations. Prior to entering the work area, such officers or representatives must notify the location's General Supervisor or his designated representative and receive prior approval for each such visit.

The Union representative must abide by all rules and regulations required of all visitors to the work area, and shall not interrupt or interfere with operations, production, or any Company rules.

### Section 3.9

The Company recognizes that such compensated service actually paid under Section 3.7 will be counted in a forty (40) hour work week for the purpose of qualifying for overtime.

## **ARTICLE 4 - HOURS OF WORK**

### Section 4.1

The standard work week is forty hours. However, consistent with Section 4.6, an employee may be required to work less than and be paid less than forty hours per week. The Company reserves the right to establish the working hours and rest days of each position, as well as the number of positions at each point. Employees will be notified by their Supervisor as to their starting and stopping times.

- a. Once the Company has established the working hours of a position, the Company may alter the starting time of an employee's position; however, to adjust the start time for the next scheduled shift, the Company must, at a minimum, notify the employee within the lesser of 24 hours notice or within one hour of the start of their shift on the day prior to the changed shift.
- b. The starting and stopping times, as well as the rest days, associated with any position are subject to change during the life of this Agreement according to Management's determination. Any change in the rest days or the daily starting times of a bulletined position currently held by an employee of more than two hours each work day will be considered as a change in the employee's position. Affected employees will receive five  
(5) days advance notice of all such changes. Such changes to positions will not be considered as reductions in force. The least junior qualified employee(s) on the shift will be adjusted first.
- c. Positions which have been changed will be posted at the point for seven (7) days and will be awarded by seniority at the point. Any further openings at the point created by the bidding process will be similarly posted and awarded internally at the point.

- d. Employees affected by a change of more than two hours to their position will have the option of exercising their seniority within the district. Any vacancies not filled at the point per Section 4.1(c) will be posted per Section 18.1.
- e. An employee affected by a change to his position as defined in Section 4.1(d) shall have two options: (1) bid on a changed position, or (2) exercise his seniority in the District. If such an employee does not exercise one of the two options listed above before the posting of his changed position has closed, he shall be forced assigned to a vacant position not filled at the point per Section 4.1.

Further, employees awarded positions under the provisions of Section 4.1 shall not move to their new position until all of the positions at the point have been awarded in accordance with Section 4.1 and the understanding outlined above.
- f. During normal working hours, two 10-minute breaks are allowed, as well as a 30-minute, unpaid meal break. At the Company's option, a 20-minute paid meal break may be provided in lieu of the 30-minute unpaid meal break. In the event that the Company directs an employee to work during the time normally allowed for the employee's 30-minute, unpaid meal break, such employee will be paid time and one half for such period and be allowed 20 minutes when time permits, for his/her meal.

#### Section 4.2

Except during a reasonable period of time before and after a scheduled shift, an employee is not to enter a work area unless he is on duty or scheduled for work. Exceptions will be allowed for the purpose of attending to Company business in the Supervisor's office, such as, but not limited to, picking up paychecks and submitting insurance forms.

### Section 4.3

The work week shall be a seven (7) consecutive day period commencing at 12:01 a.m. Monday and shall end at midnight the following Sunday. This Section is for definitional purposes only and shall not be construed or in any way used to calculate overtime.

### Section 4.4

Management has the right to schedule overtime and at times may require employees to work overtime without notice, particularly in the event of an emergency. Employees who refuse to work overtime may face disciplinary action.

### Section 4.5

The Company shall have the right to extend the hours of employment for any employee(s) as deemed necessary by the Company; provided that where less than all of the employees on the shift concerned are scheduled for overtime, reasonable requests to be excused from overtime work will be honored. However, if there are too many requests to be excused, the least senior qualified employee(s) shall be required to work no more than four (4) hours over his regular shift or twenty-four (24) hours in a pay period.

Overtime at the end of the shift shall first be offered to the employee performing the work on that day and on that shift.

### Section 4.6

If an employee reports for work in accordance with his work schedule without prior advice of change in operating plan as described in Section 4.1, such employee shall receive four (4) hours of work or pay at the regular straight time rate. If such employee refuses such work as may be assigned, reporting pay may be denied. If an employee is called in after he has left the location or before he reports to the location for his regular shift, he shall receive four (4) hours pay at his regular straight time rate or 1-1/2 times such rate for the hours actually worked, whichever amount is greater.

#### Section 4.7

Where the transition from Standard to Daylight Saving time is put in effect, employees who, in making the change, would work seven (7) hours, would be paid eight (8) hours, and that in reverting to Standard time, employees affected would work nine (9) hours for nine (9) hours pay.

#### Section 4.8

Employees are prohibited from working more than two consecutive shifts or 16 consecutive hours, exclusive of meal periods.

### **ARTICLE 5 - ATTENDANCE**

#### Section 5.1

Regular dependable attendance is expected of each employee. Regular attendance means that the employee has not missed any time whatsoever from work because of absence (including scheduled overtime work), tardiness, or leaving the location early. Employees are expected to adhere to the prescribed working hours faithfully.

#### Section 5.2

The following situations will not be considered as absences for disciplinary purpose(s):

- a. Vacation taken in accordance with Article 8 of this Agreement.
- b. Jury duty pursuant to Article 11 of this Agreement.
- c. A leave of absence taken in accordance with the provisions of Article 19 of this Agreement.
- d. Lack of work by the Company.
- e. Funeral leave taken in accordance with Article 20 of this Agreement.
- f. Balance of day on which an on-the-job injury occurred where the employee is sent to a medical facility for treatment, or home, due to a job-related illness at the discretion of the Supervisor, or Personnel Department.

- g. Subpoenaed as witness (in which case, the employee must provide the appropriate document from Clerk of Court).
- h. Workers' compensation leave of absence.
- i. Union officers on Union business.
- j. Sick days taken in accordance with the provisions of Section 5.3 of this Agreement.
- k. A medical leave of absence taken pursuant to a physical exam administered under Section 19.5 of this Agreement, unless the examination reveals the presence of a drug or alcohol in violation of the Company policy stated in Addendum C hereto and such presence of a drug or alcohol was the reason for such absence.

#### Section 5.3 - Sick Hours

Employees hired before January 1, 2009, with one (1) or more years of service with the Company are entitled to a maximum of forty-eight (48) hours if the employee works an eight (8) hour shift or fifty (50) hours if the employee works a ten (10) hour shift.

Employees hired after January 1, 2009, are entitled to sick hours in accordance with the following schedule:

<b>Service Time</b>	<b>Number of Sick Hours For 8 Hour Employees</b>	<b>Number of Sick Hours For 10 Hour Employees</b>
Less than 1 year	0	0
More than 1 year; less than 3	16	20
More than 3 years; less than 5	32	30
More than 5 years	48	50

Sick hours become available each January 1. An employee may use sick time in half-day increments of either four (4) or five (5) hours depending on the employees shift of either eight (8) or ten (10) hours.



Employees may either sell back or bank any unused sick hours earned in a calendar year at the end of such calendar year. Unused sick hours will be paid at the employee's rate of pay and work shift (i.e., eight-hour or ten-hour) as of the last day such employee worked in that calendar year. Employees are not entitled to pay for any unused sick hours earned in a calendar year at termination or resignation.

Unused sick hours may accumulate from one year to the next up to a maximum of two-hundred (200) hours. Employees are entitled to pay for any accumulated, banked sick days upon sickness, termination, or resignation.

#### Section 5.4

Absences other than for emergencies or illnesses require advance approval by the employee's Supervisor. Employees should provide one hour advance notice of an absence related to illness. Excessive or "pattern" absences and tardiness will be considered serious disciplinary matters and may result in disciplinary action up to and including termination. Absences are considered excessive when the number of hours away from work exceeds an employee's accumulated sick hours. Employees with less than one year of service shall be allowed two days of unpaid absence before disciplinary action is taken. Vacation time may not be used in lieu of sick hours.

#### Section 5.5

An employee who expects to be tardy must notify his Supervisor as early as possible. An employee is considered tardy when he is more than five minutes late for his scheduled start time. Tardiness is considered excessive when an employee is tardy more than two times in a 30 day period. Unreasonable amounts of tardiness of less than five minutes will be considered a serious disciplinary matter and may result in disciplinary action up to and including termination.

## **ARTICLE 6 - PREMIUM PAY**

### **Section 6.1**

Overtime pay of one and one-half ( $1\frac{1}{2}$ ) times the employee's salary will be paid for any compensated service (i.e., days worked or days for which pay is received) over forty (40) hours in a one (1) week period. Overtime pay of one and one-half ( $1\frac{1}{2}$ ) times the employee's salary will be paid for any work over eight (8) hours in a single day (or over ten (10) hours when ten (10) hour shift is in effect.)

### **Section 6.2**

- a. For those employees on a five (5) day work schedule, double-time pay of two (2) times the employee's salary will be paid for any hours worked on the seventh (7th) consecutive day within that employee's scheduled work week.
- b. For those employees on a four (4) day work schedule, double-time pay of two (2) times the employee's salary will be paid for any hours worked on either the sixth (6th), or sixth (6th) and seventh (7th) consecutive days within that employee's scheduled work week.

### **Section 6.3**

- a. When it becomes necessary for employees to work overtime, they shall not be laid off during regular working hours to equalize time.
- b. Overtime will be distributed to employees at each point by establishment of an overtime contact list for each point which will be started in seniority order from January 1 to December 31 in accordance with their qualifications and employees thereon will be used for overtime work in such rotation as to equally distribute it among them. A physical record of overtime will be kept and made available to the local committeeman upon request for adjustment of inequities of distribution.
- c. Overtime shall be awarded by:

1. On January 1<sup>st</sup> of each year an overtime contact list for each point will be established in seniority order. This contact list will be utilized the very first time that overtime is to be scheduled and/or worked. The Supervisor will contact the list in seniority order until the need for overtime forces has been satisfied. Those employees who have either worked or refused overtime offered will fall to the bottom of the list. Any employee who has refused and/or is unable to be contacted by the Supervisor will have been considered as refusing the overtime. Employees who are on vacation, sick, personal, jury, or bereavement leave will not be contacted for overtime. Employees who work past their regular shift more than four (4) hours will also be dropped to the bottom of the list.
2. As can be noted by review of this procedure, the overtime list will fall out of seniority order very quickly but will always rotate around to the next person in line to be offered overtime. For this reason, it will be incumbent upon the Supervisor to record the dates and times that overtime was offered, worked, or refused, in case the overtime contact list should be challenged. The current "overtime board" on which all overtime hours are logged (except holidays) and all other supporting records must be maintained by the Supervisor. This provision does not remove the responsibility of the supervisor to maintain an overtime contact list.
3. When attempting to fill overtime, a Supervisor will call or may send a group text offering the overtime. If using a group text, the Supervisor will send the text, including the date and shift for the available overtime, and wait thirty minutes to allow employees the opportunity to respond. After the thirty minutes timeframe, the most senior employee on the overtime rotation list indicating they want the available overtime shall be awarded the overtime and the list shall be rotated accordingly. A supervisor may text for one or more shifts occurring on the same day and the same shift time, but shall send separate texts for shifts with different shift times or on a different day. If contacting for more than one shift, the supervisor

has to fill the known shifts in order of the first vacancy and update the contact overtime list before filling the next shift.

4. When calling for a future shift, the Supervisor must also ask employees working that shift before the overtime shift is awarded. Once the overtime shift has been awarded, the physical copy of the award will be placed with other awarded overtime shifts. If a supervisor awards overtime by texting, the supervisor will also send a text to the group announcing the winner.
- d. With respect to rest days immediately preceding or succeeding vacations, the employee must specify in writing prior to such days whether he desires to avail himself of any overtime calls which might arise on the rest days and that such written notification in all cases must be at least one (1) day prior to their rest days.
- e. The handling of overtime contact lists will be the duty of the Supervisor at various points. When a Supervisor is designated to contact such employees, a Committeeman or Union employee will be used to verify the fact that an employee called for overtime service could not be contacted.
- f. All absences shall be for a period of twenty-four (24) hours.
- g. For continuous service after regular working hours, employees will be paid time and one-half on the actual basis with a minimum of one (1) hour's pay for any such service performed.
- h. Employees shall not be required to render service for more than four (4) hours without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to twenty (20) minutes.

## **ARTICLE 7 - HOLIDAYS**

### **Section 7.1**

The Company observes the following twelve (12) paid holidays:

New Year's Day	Thanksgiving
President's Day	Friday after Thanksgiving
Good Friday	Christmas Eve (the day before Christmas is observed)
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	

One (1) Floating Holiday at the employee's selection for employees who have successfully completed their probation period. A Floating Holiday shall be approved upon a minimum 24 hours advance notice by the employee. An employee cannot use a Floating Holiday on any of the above Company observed holidays.

It is Company practice to observe the above national holidays on the days designated by the host railroad. However, employees may, at the Company's discretion be required to work on a designated holiday.

### **Section 7.2**

Employees must have a full day of compensated service on their work day immediately preceding and following such holiday in order to be paid for that holiday. For purpose of this Section, a sick day taken pursuant to Section 5.3 of this Agreement shall not be considered as compensated service if taken on the employee's scheduled work day immediately preceding or immediately following such holiday.

### **Section 7.3**

An employee who qualifies for holiday pay under Section 7.2 in addition to being compensated for the holiday, will be paid at time and one half for all hours actually worked; unless the work performed on the holiday is the employee's seventh (7th) consecutive work day, for which he would be compensated at the double-time rate, in addition to being compensated for the holiday.

In cases where a holiday occurs during an employee's scheduled vacation, the employee will receive an additional vacation day to compensate for the holiday.

Where a holiday falls on an employee's scheduled rest day, the employee will receive 8 hours holiday pay, or 10 hours holiday pay if on a 10 hour shift for that rest day.

#### Section 7.4

Any additional days granted because of work schedules should be taken as soon as possible, but must be taken by calendar year's end or they will be forfeited.

### **ARTICLE 8 - VACATIONS**

#### Section 8.1

Vacation benefits are based on the length of service of the employee. The vacation schedule shall be as follows:

#### **- DAYS ALLOWED -**

	<u>DURING:</u>		<u>UPON COMPLETION OF:</u>		
	<u>1ST</u>	<u>2ND</u>	<u>5</u>	<u>15</u>	<u>20</u>
	<u>YR.*</u>	<u>YR.</u>	<u>YRS.</u>	<u>YRS.</u>	<u>YRS.</u>
MAINTENANCE SPECIALIST	5/0	10	15	20	25
AND GENERALIST					

\*5 days if hired before 6/30; otherwise 0

#### Section 8.2

New employees in their first service year (if hired before June 30th) must work four consecutive months before taking any vacation time.

### Section 8.3

For all but employees covered by Section 8.2, vacation days are earned pro-rata and taken on a calendar year basis. Vacation days may not be taken in less than full day increments. Thus, vacations will be taken in the calendar year worked. However, when an employee is in a year in which the employee is moving from one service time period to another (e.g., 1 to 2, 2 to 5, and 5 to 15, etc.), eligibility for the additional vacation benefits is based on actual completion of the service requirement, and therefore, becomes effective on the service anniversary date or on September 30 of the calendar year, whichever is earlier.

### Section 8.4

Vacations may be taken at any time during the calendar year with the approval of the employee's Supervisor. While the Company will make every reasonable effort to accommodate employee preferences, the Company retains sole discretion to schedule vacations. If a conflict arises among employees in scheduling vacations, seniority shall govern.

### Section 8.5

Vacation time must be taken in the calendar year in which it becomes available. It cannot be carried over from one year to the next, nor will the Company pay for time not taken. Employees will be paid for any unused, earned vacation for the year in which their employment ends.

- a. Effective January 1, 2014, employees who qualify for one (1) or two (2) weeks of vacation may elect to observe one (1) week of their vacation in single increments of one (1) or more full work days at a time between January 1 and December 1. Employees who qualify for three (3) weeks or more of vacation may elect to observe two (2) weeks of their vacation in single increments of one (1) or more full work days at a time between January 1 and December 1.
- b. Such vacation days may be taken upon two (2) days advance notice consistent with the needs of the Company.
- c. Any unused vacation days consisting of less than a full week as of

December 1, will be paid for in lieu of vacation or may be assigned by the Supervisor.

#### Section 8.6

- a. Picking vacations will be scheduled by location in District seniority order. Each employee will be allowed to pick up to three (3) weeks on his first pick. First pick may be split once, in increments of one (1) week (i.e., 1 week and 1 week; 2 weeks and 1 week; all 3 weeks consecutively).
- b. If a "closed" week(s) becomes available due to employee transfers or other circumstances, that week(s) will be made available to the employees via bulletin board posting. Posting will be valid for three (3) days. Interested employees must submit a bid to his/her Supervisor and Committeeman. Awarded bids will be by seniority.
- c. Each employee will be allowed forty-eight (48) hours to make their selection and get approval from the Supervisor.
  - ii. For purposes of scheduling, all vacation days due the employee in the calendar year shall be considered earned, and scheduled in accordance with the provisions of this Article.

### **ARTICLE 9 - SEVERABILITY AND SAVINGS**

#### Section 9.1

In the event any provision of this Agreement is held to be in conflict with or in violation of any state or federal statute, rule or decision, or valid administrative rule or regulation, such statute, rule or decision, or valid administrative rule or regulation shall govern and prevail, and such violative or conflicting provision, and such provision alone, shall be open to further negotiation to the extent necessary to reconcile said provision with such statute, rule, decision, or regulation. All other provisions of the Agreement shall continue in full force and effect, anything herein apparently to the contrary notwithstanding.



## **ARTICLE 10 - SAFETY AND HEALTH**

### **Section 10.1**

The Company will continue to make reasonable provisions for the safety and health of employees during hours of regular employment. The Company has the right to promulgate and enforce reasonable safety rules.

### **Section 10.2**

To ensure that employees subject to this Agreement have adequate safety protection while performing required work duties, the Company requires such FMO employees to wear protective safety clothing and equipment. The Company will supply, at its own expense, the safety clothing and protective equipment outlined in Section 10.4 and Section 10.5. In certain circumstances and with the pre-approval of Management, employees may be allowed to purchase designated safety clothing and equipment. Employees will be reimbursed for such designated and pre-approved purchases.

The Company will continue to supply, launder, and maintain the Company uniforms.

### **Section 10.3**

The Company will have the right to designate and distribute safety clothing and/or protective equipment at each location. Employees may be required to replace safety clothing, equipment or uniforms which are destroyed or lost due to employee neglect or abuse. Such replacement will be at the employee's expense.

### **Section 10.4**

The following equipment will be provided to each employee:

1. Safety glasses with permanent side shields.
  - a. Prescription safety glasses will be reimbursed at actual cost, including the eye examination, not more than twice per year. Any special requirement, e.g., polarized lenses, must have a written doctor's specification. Receipts for prescription safety glasses must

be forwarded to appropriate manager, including the necessary written doctor's documentation. The maximum reimbursement for the cost of frames for such prescription safety glasses shall not exceed \$100.00.

b. Items not covered are:

i. Frames not meeting applicable OSHA safety standards.

2. Hard hat;
3. Welding helmet;
4. Cutting goggles;
5. Work gloves/rubber gloves;
6. Grinding shield;
7. Rain gear;
8. Knee pads;
9. Winter hard hat liners;
10. Glove liners.

This list is not all-inclusive and merely outlines the types of safety clothes and protective equipment which the Company may provide at its discretion.

#### Section 10.5

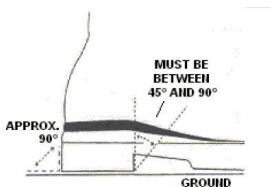
Effective July 1, 2017, the Company shall provide each employee a single payment of \$600, less applicable taxes, for the purpose of purchasing the following protective clothing and safety equipment:

1. Safety shoes with steel safety toes, which are mandatory at all locations (metatarsal guards preferred).

While on duty or on company property, employees must wear footwear that meets the following requirements:

- A. Boot height must be a minimum of 6 inches or more when measured from the floor to the topmost part.
- B. Boots must be lace up.
- C. Have soles that provide good traction, thick enough to withstand punctures, not excessively worn, or have loose soles or heels.

A defined heel ('Riding heels' are NOT approved) as illustrated below, the back of which is at an approximate right angle from the sole of the shoe and from the ground when standing. The front of the heel must not be at an angle of less than 45 degrees from the sole of the shoe to the ground. Approved snow packs are acceptable. Defined heel means a heel 1/2" deeper than the rest of the sole when new. At no time should that measurement be less than 1/4".



Footwear as defined by OSHA Standard 1910.136 ANSI Z41.1, ASTM F-2412-11, ASTM F-2413-11 and Standard Class #75 for safety toe footwear must be worn by all employees.

2. Rubber rain boots over safety shoes (buckle rubber cover boots will not be allowed).
3. Coverall and/or bib overalls and jacket.

Such payments will be made in February of each year or the first available payroll following the employee's date of hire, and will be included in the employee's regular earnings.

#### Section 10.6

All employees are subject to the Company's drug and alcohol policy attached as Addendum C to this Agreement. The Company retains the right to adopt, modify or subtract any rules or regulations contained in that Addendum so long as those changes are not inconsistent with any terms of this Agreement.

### **ARTICLE 11 - JURY DUTY**

#### Section 11.1

Employees on jury duty will receive full pay and benefits while they serve and may also keep their jury pay. In return, they are expected to make themselves available to work their regular duties as much as reasonably possible. If an employee is called to jury duty, he will not be required to work a second shift on that day or a third shift commencing on the preceding day. Employees shall furnish the Company with proof of jury service within five (5) days thereof.

### **ARTICLE 12 - CLASSIFICATION OF WORK**

#### Section 12.1

Maintenance Specialists' work shall consist of inspection, repair, modification, all areas of air brake maintenance including testing, electric brakes, painting, and all other work coincidental with the repair of freight cars, such as, but not limited to, cutting, burning, welding, inspection, maintenance and operation of maintenance equipment, handling of material, making computerized reports and billing, or any other duties associated with the orderly operation of business.

#### Section 12.2

Maintenance Generalists shall be limited to pretripping autoracks, cleaning and/or removal of obstructions on deck, cleaning of Railbox cars, including removal of dunnage, trash, banding, etc.; material handling; any work

coincidental with the performance of the above or any other duties associated with the orderly operation of business.

## **ARTICLE 13 - SENIORITY**

### **Section 13.1**

Seniority rights are created by this Agreement, exist only to the extent expressed herein, and do not survive beyond the term of this Agreement. Except as otherwise expressly provided herein, seniority shall be measured by continuous service from the employee's date of hire.

An employee's seniority shall be lost under this Agreement by:

- a. Discharge for cause.
- b. Layoff or absence from work for any reason other than a leave of absence under Article 19 hereof for a period of twelve (12) months or length of service, whichever period is shorter.
- c. Failure to return from layoff within seven calendar days after electronic notice, is sent by the Company to the employee's last-known email address filed with the Company unless excused in writing by the employee's Supervisor or Manager.
- d. Voluntary termination or resignation of employment.
- e. Failure of an employee to report at the termination of a leave of absence for the start of his shift on the first scheduled day following the expiration date of such leave of absence, unless excused in writing by the employee's Supervisor or Manager. The Company can require the employee to furnish proof of cause for failing to report.
- f. Engaging in other employment while on any leave of absence.
- g. Absence from work for three consecutive working days without notifying the immediate Supervisor or Manager.
- h. Placement in furloughed status for an uninterrupted period exceeding one year.
- i. Acceptance by an employee of a full-time regular job within the Company which is not covered by this Agreement.

- j. Retirement.
- k. Subparagraph (h) notwithstanding, in the event of a layoff, affected employees will be given first right to be hired for new positions for which the Company is hiring, which arise outside of the affected employee's seniority district. In such case, the employee is solely responsible for relocation expenses, except as provided in Section 24.6.

### Section 13.2 - Hiring Probationary Period

All employees are regarded as probationary for their first one hundred twenty (120) calendar days of continuous service. During such period, the Company reserves the right to terminate probationary employees for any reason without formal hearing, and such termination will not be subject to the grievance procedure.

### Section 13.3

Employees hired after the effective date of this Agreement will have their performance reviewed after 120 days. After the first year of service, each employee will be reviewed annually within thirty (30) days of his anniversary date. Such reviews will not be considered as disciplinary actions.

### Section 13.4 - TTX Seniority Districts

The following seniority districts are established:

- Alliance (includes ATD & UPDT)
- Atlanta (includes CXFG & NSAG)
- Bay Area (includes ATRC, ATRA, BNOL & RUPS)
- Birmingham, Alabama (BNB)
- Chambersburg, Pennsylvania (CSPA, NSHP & NSRP)
- Charlotte, North Carolina (NSCC)
- Chicago (includes ATMC, ATWS, BNLP, CXBP, CXCH, NSEW, NSBY, NSLC, UPJL & UPMS)
- Columbus, Ohio (CXCO & NSRB)
- Denver, Colorado (BND)

- Flint, Michigan (CNLN)
- Houston, Texas (ATSH)
- Jacksonville, Florida (includes CXJX & NSJX)
- Kansas City (BNGK)
- Los Angeles (includes ATH, BNSB, POLA, POLB, POTI, SPI & UPML)
- Louisville, Kentucky (CXLK)
- Memphis (includes BNM, NSRT & UPMA)
- New Jersey (includes CXBG, CXLf, CXNJ & NSCJ)
- Norfolk (includes NSN)
- North Baltimore, Ohio (CXNB)
- Pittsburgh, Pennsylvania (NSPI)
- Philadelphia, Pennsylvania (CCPA)
- Phoenix, Arizona (BNPX)
- Portland (includes BNP & UPBO)
- San Antonio, Texas (UPSA)
- Santa Teresa, New Mexico (UPST)
- Salt Lake City, Utah (UPSL)
- St. Paul, Minnesota (BNMN)
- Stockton, California (BNSC)
- Sea Tac (includes BNSS, BNST, BNTA, BNT0 & TACO)
- Spokane, Washington (BNSK)
- Winter Haven, Florida (CXWH)
- Yermo, California (ATBM)

### Section 13.5

- a. Separate seniority rosters will be maintained for Maintenance Generalists and Specialists within each seniority district.
- b. In establishing the initial district seniority dates for all of those employees on each respective District Seniority Roster who are in the employ of the Company on the effective date of this Agreement, the following will govern:

1. The last date of hire with the Company;
  2. If two or more employees have the same hiring date, the date of application for employment shall govern; and
  3. If two or more employees have the same date of application for employment, the employees' date of birth shall govern, the oldest employee first.
- c. Employees transferring into the FMO from other Departments at TTX after July 1, 1994, or new hires after this date, will establish their seniority as of their date of transfer or hire into the FMO. In cases of duplicate dates, Section 13.5(b) will apply.
- d. The Company will provide a current seniority list to the Union every six (6) months. If there is a large surge of employment and there are two or more months (of the six-month period) yet to go, the Company will, at the Union's request, furnish the Union with a then current seniority list.
- e. The Company will post an updated seniority roster with a copy to the Union. For prompt correction of errors a protest must be filed within 30 days. During said period of 30 days, any employee who believes that an error has been made in the computation of his seniority status shall complete the Seniority Roster Protest form and submit it to the Company designated Human Resources Officer with copy to the Local Chairman (any employee absent during the entire posting period shall be granted an identical 30 day period, commencing the date of his return to employment, to file the written request); provided, however, that only errors in the computation of the employee's seniority status since the last previous posting of the seniority list shall be subject to review. The Company shall conduct a review and respond to the employee within 30 days of the filing of the request with a copy of such response to the Local Chairman.

Valid protests filed after the thirty (30) day period will not be adjusted.



### Section 13.6

If a new Field Maintenance Operation is started within a fifty (50) mile radius of an existing Field Maintenance Operation, that new FMO is considered to be within the same seniority district as the existing FMO. Upon creation of a new FMO, the location of which is outside the fifty (50) mile radius from an existing FMO, the Company and the Union will negotiate the geographic limits of the new different seniority district for such new FMO locations. However, these negotiations will in no way impair the start-up of a new Field Maintenance Operation. If the negotiations do not result in an agreement within five (5) days of the Company's notice of intent to establish a new FMO location, the Company may unilaterally establish the seniority district for that location, and the Union or the Company has the right to arbitrate the geographic limits of the seniority district applicable to the new FMO.

### Section 13.7

Effective January 1, 2008, it is agreed that when a Maintenance Specialist completes 732 days of work through the exclusive employment with TTX Company as a Maintenance Specialist, he will be recognized as a Journeyman.

A day of work is considered any day that the employee performs four (4) or more hours of work. These days worked will be verified with the Committeeman and the Supervisor.

Employees assigned to 10-hour shifts will accumulate 5 days credit towards Journeyman status for every 4 days worked.

### Section 13.8 – Journeyman's Roster

In addition to maintaining an employee's Company hire date, a Journeyman's seniority date will also be established for each employee and maintained on the District Seniority Roster effective July 1, 2003. Journeyman seniority dates will be established as follows:

- a. Effective July 1, 2003, all employees, who are in the employ of the Company on each respective District Seniority roster will be given a Journeyman's seniority date of July 1, 2003, and will retain their relative ranking on the existing District Seniority roster.

- b. Employees transferring or newly hired into the District after July 1, 2003, (who have yet to achieve Journeyman status) will be ranked in accordance with their District seniority dates.
- c. Maintenance Specialists, who have achieved Journeyman status and transfer into a new Seniority District, will be placed at the bottom of the existing Journeyman's roster with a new Journeyman's date consistent with the date transferred to the new District.
- d. New hires, who are recognized as Journeyman, will be placed on the bottom of the Journeyman's roster.
- e. Once an employee completes the service requirements of Section 13.7 and is recognized as a Journeyman, he will be given a Journeyman's seniority date. Newly established Journeyman dates shall not become effective until the posting of new Journeyman rosters on January 15 and July 15.
- f. In the event of an impending furlough, affected District seniority rosters will be updated prior to the actual furlough of employees.

When applying Agreement rules related, but not limited, to new positions, vacancies, transfers and furloughs, employees' Journeyman's seniority date and associated District ranking will be considered before his District seniority date.

Any disputes related to the application of this Section will be discussed by the Local Chairman and the designated Company Officer to handle such disputes. If not resolved, the dispute may only be appealed to the Carmen Division General President, and will not be subject to the grievance procedure.

## **ARTICLE 14 - GRIEVANCE PROCEDURES**

### **Section 14.1**

For the purpose of this Agreement, a grievance is defined as a dispute, claim, or complaint as to the interpretation, application, or alleged violation of some express provision(s) of this Agreement, or applicable rules which are subject to the grievance procedure, including any dispute or difference of opinion with respect to interpretation and application of the no-strike provision of this Agreement. Grievances are limited to events occurring under and during the term of this Agreement, or any extension thereof.

The purpose of this grievance procedure is to provide an orderly means for resolution of questions concerning the application of this Agreement without interruption of work or harm to the Company's business.

### **Section 14.2**

The following procedure shall be utilized as a means to seek adjustment of and settle grievances:

Step 1. A grievance must be submitted in writing to the employee's Supervisor, signed by each employee(s) involved or a Union representative on behalf of the employee(s), not later than twenty (20) calendar days after the date of the occurrence or event which caused the grievance. The shift Supervisor will provide his answer to the grievance with copy to the Local Chairman within twenty (20) calendar days of its presentation to him.

Step 2. If the matter is not resolved in Step 1 above, the employee(s) (or Local Chairman) shall, if he elects to further pursue the matter, conference the grievance with the designated Human Resources officer not later than thirty (30) calendar days after the shift Supervisor has given his answer in Step 1. The designated Human Resources officer shall give his written response to the grievance to the employee(s) and Local Chairman within thirty (30) calendar days of its presentation to him in this Step 2 conference.

Step 3. If the grievance is not resolved in Step 2 above, the employee(s) or a designated representative of the Union may, appeal the grievance to the Company's highest designated officer to handle such disputes not later than thirty (30) calendar days from the Step 2 answer. A Step 3 conference will be held within thirty (30) calendar days of receipt of the Step 3 appeal. The highest designated officer or his designee shall give a written response to the grievance to the employee(s) and the designated representative of the Union within thirty (30) calendar days of its presentation to him in this Step 3 conference.

#### Section 14.3

Absent a conflict in working schedules of the local Committeeman and the aggrieved employee, grievances shall be taken up during non-working time of the aggrieved employee.

#### Section 14.4

All grievances must be reduced to writing and must contain the following information:

- a. The Article(s) and Section(s) of the Agreement or applicable rule(s) alleged to have been violated. Only those rules or provisions specifically listed in this Agreement or any written signed addenda hereto will be considered.
- b. A complete statement of the grievance, giving facts, dates, and the times of events, if known, and adjustment desired; and
- c. Signature of aggrieved employee(s) or a Union representative on behalf of the employee(s) and date signed.

Failure to abide by the provisions of this Section and Subsections shall render the grievance null and void.

#### Section 14.5

The time limits of the grievance procedure may not be waived except by mutual agreement. Any waivers granted by the Company will not limit the right of the Company to insist on strict conformance with all applicable time limits with respect to subsequent steps in the grievance process and any subsequent grievances.

#### Section 14.6

Nothing in this provision precludes an individual employee from presenting and progressing his own grievance, provided that if such grievance is presented by the individual for arbitration, the employee, not the Union, shall bear his own expenses. Any decision rendered as a result of arbitration presented by individual employee(s), without the written support and involvement of the Union, shall not serve as precedent for future grievances.

#### Section 14.7

Unless specifically provided otherwise, all rights accruing under this Agreement shall expire upon its termination.

#### Section 14.8

If the Union, or an individual acting on his own behalf under Section 14.6, fails to process a grievance within the time limitations set forth in this Article, the grievance shall be closed by the decision rendered at the previous step. If the Company fails to reply to a grievance within the time limitations set forth in this Article, the resolution requested by the grievant shall be granted.

## **ARTICLE 15 - ARBITRATION OF ARTICLE XIV GRIEVANCES**

### **Section 15.1**

The Union may request that any grievance which remains unsettled after having been fully processed through the grievance procedure as outlined in Article 14, be submitted to arbitration. All claims or grievances involved in a decision by the highest designated officer, as outlined in Article 14, shall be barred unless within 60 days from the date of said officer's decision, proceedings are instituted by the Union before the special board of adjustment established pursuant to this Article.

### **Section 15.2**

A special board of adjustment is hereby established pursuant to the second paragraph of Section 3, Second of the Railway Labor Act, 45 U.S.C. § 153, Second, to hear any and all unadjusted grievances under this Agreement between the Union and the Company. The special board will consist of one member appointed by the Company and one member appointed by the Union. The Company member will be the highest designated officer under Article 14 or such other person as the Company may designate. The Union member will be Division President or such other person as the Union may designate. The Company and Union will each bear the costs of their respective members to the special board. If the Company and Union member cannot agree on the resolution of a dispute submitted to the board, such dispute shall be determined by a neutral mutually selected by the Company and the Union. If they cannot agree on the selection of a neutral, then either the Company or the Union or both may request the National Mediation Board to appoint such a neutral pursuant to the second paragraph of Section 3, Second of the Railway Labor Act.

Nothing in this Section precludes the Company and the Union from mutually agreeing to the selection of another forum for the resolution of grievances, provided, however, that there is no requirement that they do so.

### Section 15.3

In the event the grievance is to be submitted to arbitration, the following provisions will apply:

1. The Union, or the employee, if pursuing his own claim under Section 14.6, shall provide the Company with a statement of claim setting forth a statement of the facts and the specific provision(s) of the Agreement alleged to have been violated. This same statement of claim will be referred to the arbitrator. The decision of the arbitrator shall be limited to the statement of the claim. No Section of this Agreement can be relied upon by the arbitrator unless specifically set forth in this statement of claim.

2. The parties agree that the power and jurisdiction of any arbitrator shall be strictly limited to applying or interpreting the submitted provision of this Agreement, and the arbitrator shall have no power or authority to modify, add to, or subtract from any of the terms or provisions of the Agreement. The arbitrator shall not engage in interpretation of any contract language that is clear as written. The arbitrator shall only have power to rule on grievances filed under and during the term of this Agreement, or any extension thereof.

3. Rights of Management not specifically limited by this Agreement are hereby reserved by the Company and shall not be subject to arbitration. Nor shall the arbitrator construe any provision of this Agreement in such a way as to interfere with, or in any way infringe upon, such reserved rights and responsibilities of Management.

4. The arbitrator shall have no authority to substitute his judgment or discretion for that of the Company in cases where the Company is expressly entitled to exercise its judgment or discretion by this Agreement.

5. In the event either party seeks judicial review of an arbitration award, such review shall operate as a stay of the award until the review is concluded. Any such review proceedings shall be instituted within thirty (30) days after receipt of the award by the parties, or the arbitrator's decision shall be binding.

**ARTICLE 16 - CONTRACT INTERPRETATIONS:**  
**COMPANY ARBITRATIONS**

**Section 16.1**

The Company may submit to arbitration any issue involving the interpretation or application of this Agreement. The highest designated Company representative and the General President of the Union shall be the only authorized parties to interpret this Agreement.

**ARTICLE 17 - REDUCTION IN FORCE**

**Section 17.1**

The Company has the right to curtail or discontinue any FMO operation, in whole or in part. In all cases of layoffs and recalls from layoffs in a particular classification, the following factors shall be considered among the employees concerned:

1. Seniority.
2. Ability (including both skill and physical fitness) to perform the required work. Where the ability to perform the required work is relatively equal among the employees concerned, seniority shall be determinative.

**Section 17.2**

Notice of force reduction of positions at any point shall be posted or given as soon as possible, except no advance notice to employees shall be required before temporarily abolishing positions or making temporary force reductions under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute, provided that such conditions result in suspension of the Company's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that, notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position



without having been previously notified not to report shall receive reporting pay at the applicable rate for his position as outlined in 4.6. Notice for abolishment of positions shall not be less than five (5) working days in advance of abolishment.

### Section 17.3

Any probationary employee(s), within the meaning of Section 13.2, in a particular classification at a location being reduced shall be the first furloughed before any employee holding seniority at that point is furloughed.

### Section 17.4

- a. The parties recognize that the staffing requirements of the Company vary as a result of fluctuations in the business activities of the Company. The Company agrees that as soon as it decides that a layoff will occur, it will notify the Union. The notice will include the approximate date of the anticipated layoff, and the number of the affected employees involved.
- b. In the case of unforeseen circumstances, employees may be laid off without advance notice as outlined in 17.2. For layoffs that will result from foreseeable circumstances, e.g., business fluctuations or seasonal work, employees who are laid off shall have the layoff be effective on the day of the notification of layoff, but will receive forty (40) hours of "layoff" pay as the employee's regular pay rate on the employee's final check.
- c. When a reduction in force of more than ten (10) working days duration is necessary in a particular classification at a specific FMO operation, all positions in that classification within a seniority district will be considered as one FMO operation for layoff purposes.
- d. Subject to the application of Sections 17.1, 17.2 and 17.3, more senior employees within a particular classification whose positions have been eliminated will have the right to displace junior employees in the same classification within the seniority district upon the effective date of their job abolishment. Subsequently affected employees will have the right to displace junior employees in the same classification within the seniority district within

three (3) work days of being notified, must be prepared to report to another location within their seniority district, and must accept the position and shift to which they are displacing. Those employees who are affected by the foregoing exercise must exercise their seniority rights in the same manner within three (3) working days of being notified of their own displacement.

- e. An employee who, through the exercise of seniority, is unable to hold a position in his seniority district may exercise their seniority rights under Section 17.6(c) or elect to be laid off.

#### Section 17.5

Employees who are laid off shall keep their address current with the Company and notify the Company of changes in address by electronic means.

#### Section 17.6

Employees who are on furloughed status will be notified for a period of twelve months by certified mail of positions within their classification within their district and will have first right to be hired for positions for which the Company is hiring outside of their seniority district. Such right must be exercised by email communication or phone within five (5) calendar days of notification. The Local Chairman will receive updates regarding returned furlough employees.

- a. Employees who return to a position in their seniority district within twelve (12) months of the reduction in force will be reinstated with benefits and seniority that include all previous active employment status.
- b. Employees who do not return to active employment status within twelve (12) months will forfeit their seniority; however, they will be eligible for rehire as any other new applicant.
- c. Effective July 1, 2017, when (1) a furloughed employee or (2) an employee who has received official notification of his impending furlough is hired at a different seniority district, he will regain his previous seniority (District or Journeyman whichever is applicable) after twelve (12) months of active service at the new district.
- d. A laid off employee hired at a different seniority district will be considered a new employee in that district for a period of twelve (12) months under

Section 17.6(c) and will not retain any seniority in his prior district. Notwithstanding the foregoing, such employee will be considered a furloughed employee at his former seniority district for a period of twelve (12) months from the date of furlough. If such employee is notified of an opening in his former seniority district, he must accept it within five (5) calendar days of receipt of notification or forfeit any seniority rights at his former seniority district.

#### Section 17.7

Employees shall be recalled from layoff in reverse order of reduction and layoff.

#### Section 17.8

The decision of whether a layoff or recall is necessary shall lie solely within the discretion of the Company. The Company's discretion may not be challenged and is not subject to the grievance and arbitration provisions of this Agreement.

#### Section 17.9

In reduction of force or restoration of force, a list of employees laid off or called back will be furnished to the Local Chairman.

## **ARTICLE 18 - NEW POSITIONS, VACANCIES AND TRANSFERS**

### **Section 18.1**

New positions and vacancies shall be posted electronically for a period of seven (7) calendar days. Any employee, who is not on a leave of absence, interested in filling a new position or a vacancy (including those on layoff) may file a job bid.

- a. Job bid bulletins will consist of job number, classification, time starting and days off.
- b. Awarded job bids will be posted within seven (7) days of the close of the bulletin date showing when the position starts.
- c. Job bids to be submitted to Human Resources and awarded by Human Resources with copies to the Local Chairman.
- d. The starting date of an awarded job bid shall be no later than 30 calendar days from the date the award is posted. This provision shall not apply to the staffing of new operations.
- e. Employees may exercise their seniority to any position that is vacant for seven (7) or more calendar days. Once an employee has notified the Company he is exercising his seniority to a vacant position, the Company shall, within three (3) calendar days, post the position for bid or abolish the position.
- f. Employees are limited to five withdrawals on successful bids in a calendar year.

An employee, who was not on a leave of absence but absent during an entire job posting period, may successfully place a bid on a position previously awarded to another employee. In such instances, the employee initially awarded the position by the Human Resources Department may return to his former position, if vacant, or exercise his seniority in the District under the provisions of Section 17.4(d).

Those positions will be awarded in the following manner:

1. Active qualified employees within the work classification within the District.
2. Furloughed qualified employees in the class within the District.
3. Maintenance Generalists from within the district will be given preference, subject to qualifications and ability.
4. Qualified employees in the class, outside the district.
5. Furloughed qualified employees in the class, outside the district.

Employees on furlough status who desire to be notified of vacancies in the Company must, within five (5) days of the furlough, inform the Company of his current address and keep the Company informed of any changes thereto.

#### Section 18.2

Once an employee's bid is accepted, the successful bidder will be given a reasonable period of time, not to exceed thirty (30) working days, to demonstrate that he can perform the job satisfactorily. If the Company determines within such 30-day period that the employee is not performing the job satisfactorily, he may be disqualified from the job. The determination of whether the employee is performing satisfactorily shall be within the Company's sole discretion. However, if an employee feels that he or she has been improperly disqualified, he or she may file a grievance under Article 14 of this Agreement.

An employee who is disqualified from a job under this Section must, within five (5) working days of such disqualification, exercise his or her seniority to hold the position in the same seniority district he or she last held before such disqualification, providing that such position has not been filled by a senior employee. In the event that such former position has been filled by a senior employee, such disqualified employee may then fill a vacancy or displace the most junior employee in his classification in the seniority district.

### Section 18.3

An FMO employee who is currently employed in one district but who voluntarily bids on and receives a position outside of his seniority district, will establish a new district seniority date which is the effective date of transfer to his new location and forfeit his old district seniority date, except under the provisions of Article 17, Section 17.6(c).

### Section 18.4

In all applications of seniority under this Agreement where ability, skill, knowledge, and physical fitness to perform the required work are judged relatively equal by the Company, seniority shall govern. If no employees bid on a vacancy, or if, in the opinion of the Company, no bidder is qualified, the Company may fill the job either by involuntary transfer of the most junior qualified employee in that seniority district or by hiring from outside the Company.

### Section 18.5

A temporary opening in an established position as a result of:

- a. sickness, injury and leave of absence; or
- b. transfers or a new position of thirty (30) calendar days or less duration, may be filled by posting per Section 18.1 and awarding the most senior applicant assigned at the point where such vacancy or position develops; and
- c. if a temporary opening at a point cannot be filled at that point in accordance with subparagraph (b) above, it may be filled by assignment of another employee on duty at any other point within the district provided that, at such employee's point, he volunteers for such assignment or is the most junior employee on duty at that point.

When the regular incumbent returns, under Section 19.1 or other applicable Section, he will return to the position he occupied prior to his absence. However, if the position no longer exists, he will be permitted to exercise his seniority in the district.

## **ARTICLE 19 - LEAVES OF ABSENCE**

### **Section 19.1**

The following types of leave of absence are recognized: Workers' Compensation, Personal, Military, Full-time Union Representative under Section 3.2, leave under the Family and Medical Leave Act (FMLA) (or similar leave provided under applicable state law) consistent with the Company's Family and Medical Leave Policy. Unless the employee returns to full and regular employment within six (6) months from the start of any type of leave of absence, the employee will be terminated. However, the employee's seniority will remain in tact for twelve (12) months from the beginning of the leave of absence.

### **Section 19.2 - Personal Leaves of Absence**

A personal leave of absence without pay may be granted to an employee for a maximum of 30 calendar days with the approval of the employee's Supervisor or Manager.

Each request for a personal leave of absence will be considered on an individual basis and will be granted only when work schedules permit and the reason for the request is considered as compelling in nature. The employee should submit a written request to his Supervisor detailing the reason for the request and the desired dates of absence.

During the 30 calendar day personal leave of absence, all health benefits will continue as if the employee was actively at work.

If an employee fails to return from his personal leave of absence as agreed upon the employee will be considered as having resigned.

### **Section 19.3 - Military Leaves of Absence**

A military leave of absence shall be granted to employees with required military obligations, as established by federal and state laws. Military leaves of absence shall be granted for enlistment (but not to include career reenlistment), draft, or call to active duty.

Employees are expected to advise their Supervisors of their active service obligation at least one month in advance of reporting, if known.

Reinstatement as an active employee shall be in accordance with the provisions of the law or act by which the individual was called to active service. Specific questions on particular problematic cases should be referred to the designated Human Resources' Officer.

Employees engaged in temporary service such as summer training for the United States Armed Forces or the National Guard or those employees called to full active military status, they shall be placed on an unpaid leave for the duration of the leave consistent with USERRA law. At the end of the employee's leave, the Company will reimburse the employee for wages in the event the employee's military pay is less than what the employee would have received working the employee's standard hours. The involved employee is required to furnish the designated Human Resources' Officer with official notification (i.e., pay voucher) concerning the amount of military pay received and the specific time period covered to recoup lost wages.

If an employee elects to continue serving beyond the mandatory tour of temporary service duty, he or she will not receive Company pay for such duty.

When an employee is called for active duty above and beyond normal summer training, all health, life, dental, and vision care benefits are terminated on the last day of employment. However, the employee will have the option to continue benefits under COBRA. Dependent coverage for the above-mentioned benefits will continue for the employee's eligible dependents for the duration of the employee's active duty status at no cost to the employee or dependents.

Weekend, weekday or weeknight military reserve duty is the sole responsibility of the employee. If the reserve training does not fall on rest days, the employee will not be compensated for time spent on military reserve training unless the employee wishes to use vacation time.

#### Section 19.4

Any employee who accepts other employment or engages in business while on a leave of absence, or whose leave is found to have been falsified in any way, shall be treated as a voluntary resignation.



### Section 19.5

The Company may require employees to undergo a physical examination by a Company-designated physician at any time, and the Company may rely on the opinion of the designated physician either to require an employee to return to work, or to require an employee to take or extend a medical leave of absence. In the event the employee does not concur with the opinion of the Company-designated physician, the Union Representative may submit the dispute to the three-doctor panel procedures described in Section 19.6.

### Section 19.6 Three Doctor Panel

When an employee has been removed from his position on account of his physical condition and the Company or the Union Representative desires the question of his physical fitness to be finally decided before he is permanently removed from his position, the case shall be handled in the following manner:

The Company or the Union Representative shall bring the case to the attention of the senior labor officer of the Company. That officer and Union Representative shall each select a doctor to represent them, each notifying the other of the name and address of the doctor selected. The two doctors thus selected shall confer and appoint a third doctor.

Such three doctor panel shall fix a time and place for the employee to meet them. After completion of the examination, they shall make a full report in duplicate, one copy to be sent to the senior labor officer of the Company, and one copy to be sent to the Union Representative.

The decision of the three doctor panel setting forth the employee's physical fitness and their conclusions as to whether he meets the requirements of the Company's physical job description for the position of the subject employee shall be final, and shall be placed into effect within ten (10) days after the date on which the report is received by the senior labor officer of the Company. In the event of a future physical change in the condition of the employee, either the senior labor officer of the Company or the Union Representative may, at a later time, begin proceedings for further examination of the employee by that same three doctor panel.

The doctors selected by the Company and the Union shall be experts in the disease or injury from which the employee is alleged to be suffering, and they shall be located at a convenient point so that it will be necessary for the employee to travel a minimum distance and, if possible, not be away from home longer than one day. The third doctor shall be a board certified specialist (in the state of such doctor's primary medical practice) within the medical specialty area designated by the foregoing two doctors.

The Company and the Union shall each defray the expenses of their respective appointees. At the same 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, one copy to be sent to the Company and one copy to the Union Representative. The Company and the Union shall each pay one-half of the fee and traveling expenses of the third appointee.

## **ARTICLE 20 - FUNERAL LEAVE**

### **Section 20.1**

Employees will be granted up to five days off with pay at the straight time rate for that employee's regularly scheduled shift for the death of a spouse or child and up to four days for other members of the immediate family limited to father, mother, step-parent, stepchildren, sister, brother, grandparents, or grandchildren. Up to four days may also be given for a death in the immediate family of a spouse, i.e. the employee's father-in-law, mother-in-law, sister-in-law, brother-in-law or spouse's grandparents.

### Section 20.2

Days for funeral leave are to be consecutive and must include the day of the funeral. The purpose of funeral leave is to replace salary that may be lost in the event of a death in the family and not as added income. Funeral leave pay will be paid only for those days where the employee would have normally worked.

### Section 20.3

Employees may be required to provide verification as to the relationship of the deceased.

## **ARTICLE 21 - DISCIPLINE**

### Section 21.1

Disciplinary rules, regulations, and policies are set forth in Addendum A to this Agreement. The parties agree that those rules, regulations, and policies are reasonable and that employees must abide by them. The Company reserves the right to adopt, modify, or subtract any rules, regulations, or policies as long as such rules, regulations, and policies do not conflict with the express provisions of this Agreement.

## **ARTICLE 22 - NO DISCRIMINATION**

### Section 22.1

The Company recognizes that it is the policy of the United States of America and its various states to provide equal employment opportunities and to prohibit discrimination in employment. The Company complies fully with all applicable federal and state laws implementing this policy and will continue to abide by all applicable laws. The Company further prohibits discrimination on the basis of gender identification.

## **ARTICLE 23 - NO STRIKE - NO LOCKOUT**

### **Section 23.1**

For the duration of this Agreement, the Union, its members, officers, agents, employees, and representatives, agree that they will not instigate, condone, aid, or engage in any strikes or work stoppages of any kind, including sympathy strikes, slowdowns, sit-downs, picketing, boycott, or any other action which will interrupt or interfere with the operations of the Company for any reason whatsoever.

### **Section 23.2**

Neither the violation of any provision of this Agreement nor the commission of any act constituting an unfair labor practice, or otherwise made unlawful, shall excuse employees, the Union, or the Company from their obligation under the provisions of this Article.

### **Section 23.3**

The Union, its members, officers, agents, employees and representatives shall not instigate, condone, encourage, aid, direct, or engage in any action, including, but not limited to, any strike, slowdown, sit-down, picketing of any kind, boycott, or other action which would, directly or indirectly, interrupt, interfere with, threaten to interfere with, or cause any disruption to the operations or business of any railroad or its affiliates or subsidiaries in connection with any dispute between the Company and the Union.

Without limiting the foregoing, and by way of illustration, in the event that the Union is free to exercise lawful self-help against the Company, the Union agrees to limit any picketing or job action to the Company. To the extent employees represented by the Union, whether authorized or not, picket any Company location where railroad employees may also be present, those employees will limit any picketing to entrances that may be established for the exclusive use of Company employees. If no such entrances are established, the Union will make it known to employees performing services for the railroads or of employers doing business with or at the railroads, other than Company

employees, and unions representing those employees, that their pickets are directed solely against the Company and that employees of such other employers are not being asked to honor the pickets or withhold their services from their employers.

In the event there is an arguable breach of this Section, the parties stipulate and agree that the Company can immediately apply to any U.S. District Court for a restraining order against actions arguably contrary to this Agreement.

Notwithstanding any other provision of this Agreement, this Section will be effective and binding on the parties for an initial term of six years from the date of execution. Neither party can serve a Section 6 notice seeking to amend this Section 23.3 prior to 60 days before the expiration of this initial six-year term. This Section will automatically renew itself for successive six-year periods unless or until changed pursuant to the Railway Labor Act.

#### Section 23.4

Union officials and local Committeemen shall use every legal and proper means, and exert every possible effort, to prevent or stop the occurrence of employee action in violation of this Article, including the use of Union disciplinary proceedings and fines. The Union shall inform the Company of its efforts in this respect (including copies of any notices to employees and a statement in writing to the Company that the activity is unauthorized and in violation of this Agreement). If the Union complies with the foregoing it shall not be held liable in damages to the Company.

#### Section 23.5

Employees who engage in conduct prohibited by this Article shall be subject to disciplinary action by the Company, up to and including discharge, and only the question of whether the employee participated in the prohibited conduct may be reviewed under the grievance procedure.

### Section 23.6

This provision will not require employees covered by this contract to cross lawfully established primary picket lines at any railroad property where the employees are scheduled to report to work.

## **ARTICLE 24 - WAGES AND BENEFITS**

### Section 24.1

(a) For the purpose of the Agreement, Maintenance Specialists and Generalists are compensated at a straight time hourly rate as indicated below. Compensation will be rendered on a bi-weekly basis.

July 1, 2020, the following hourly rates of pay will be in effect for all Maintenance Specialists, subject to the provisions of Section 24.1(b):

<u>July 1, 2020</u>	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>
\$30.28	\$30.58	\$30.89	\$31.28	\$31.67

(b) Maintenance Specialists, employed as of July 1, 2020, will be paid in accordance with the below wage chart. Employees will advance to the next step after twelve months of service at that step (excluding time where employee was on a leave of absence). Employees at Step 7 as of JULY 1, 2020, will advance to Step 8, and move up a step on each July 1<sup>st</sup>, thereafter, such that Employees at Step 7 as of JULY 1, 2020, will be at 100% on July 1, 2024 (excluding time where employee was on a leave of absence).

Hire Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
60% of Maint. Spec. Rate	67% of Maint. Spec. Rate	72% of Maint. Spec. Rate	77% of Maint. Spec. Rate	80% of Maint. Spec. Rate	82% of Maint. Spec. Rate	84% of Maint. Spec. Rate	86% of Maint. Spec. Rate
Step 8	Step 9	Step 10	Step 11	Step 12			
88% of Maint. Spec. Rate	91% of Maint. Spec. Rate	94% of Maint. Spec. Rate	97% of Maint. Spec. Rate	100% of Maint. Spec. Rate			

(c) Maintenance Specialists, hired after July 1, 2020, will be hired in at Step 1 and proceed as described below.

Newly hired, fully qualified Maintenance Specialists (Journeyman Carmen) will be brought in at 80% of the Maintenance Specialist Rate applicable at the time of hire and will progress to the next pay level after each additional twelve months of service (excluding time where an employee was on a leave of absence).

Hourly Rates	2020	2021	2022	2023	2024
Tier I/Step 12 - 100%	\$30.28	\$30.58	\$30.89	\$31.28	\$31.67
Tier II Step 11 - 97%				\$30.34	\$30.72
Tier II Step 10 - 94%			\$29.04	\$29.40	\$29.77
Tier II Step 9 - 91%		\$27.83	\$28.11	\$28.46	\$28.82
Tier II Step 8 - 88%	\$26.65	\$26.91	\$27.18	\$27.52	\$27.87
Tier II Step 7 - 86%	\$26.04	\$26.30	\$26.56	\$26.90	\$27.23
Tier II Step 6 - 84%	\$25.44	\$25.69	\$25.95	\$26.27	\$26.60
Tier II Step 5 - 82%	\$24.83	\$25.08	\$25.33	\$25.65	\$25.97
Tier II Step 4 - 80%	\$24.22	\$24.47	\$24.71	\$25.02	\$25.34
Tier II Step 3 - 77%	\$23.32	\$23.55	\$23.78	\$24.08	\$24.39
Tier II Step 2 - 72%	\$21.80	\$22.02	\$22.24	\$22.51	\$22.80
Tier II Step 1 - 67%	\$20.29	\$20.49	\$20.70	\$20.95	\$21.22
Hire Rate - 60%	\$18.17				

Any former TTX employee hired after June 23, 2010 shall be hired at the equivalent rate of pay in effect on the date of his termination.

The rate of pay and benefits of all employees hired before June 23, 2010 shall not be subject to the pay schedule in this Section, regardless of their work location; i.e., Ramp or RIP.

Tire I lump sum amounts will be paid as follows: 2020, \$2,000; 2021, \$2,500; 2022, \$2,500; 2023, \$3,000; and 2024, \$3,000. Incentive bonuses and lump sums will be paid out on separate checks.

A Maintenance Generalist's hourly rate of pay shall be \$15.25.

## Section 24.2

The Company maintains group health, life, dental, and vision insurance for both represented and non-represented employees and eligible dependents for the duration of this Agreement. The level of the existing benefits for employees covered by this Agreement will not be reduced during the term of this Agreement, although the Company retains the sole discretion to increase or change the benefits offered or the benefit providers, administrators, or the insurance carrier for all group insurance. New employees are eligible for health and welfare benefits upon successful completion of 90 calendar days of service. Benefits are described in Addendum B.

Commencing January 1, 1995, the Company shall contribute the monthly cost charged for such benefits during the preceding calendar year plus 75% of the cost of those benefits in excess of the previous year's monthly cost. In the event the cost is the same or less than in the previous year, the Company shall bear the total cost. Effective July 1, 2009, a pre-tax, monthly Health and Welfare Cost Sharing deduction of \$50 will be made from earned wages of each Maintenance Specialist and Generalist participating in the health and welfare plan.

In the event that the Company's annual health and welfare costs increase, then the Company can unilaterally increase the amount of deductibles required of employees or their dependents up to the amount of the percentage increase in health and welfare costs. However, in no event will the Company in any one year increase deductible per family by more than \$150.00. In the event that the Company elects to impose or increase a deductible amount, the Company will provide the Union with the supporting economic data prior to notifying the employees covered by this Agreement of such change.

## Section 24.3

In general, Long-Term Disability Insurance Benefits (provided the employee has elected to participate in this plan) and/or rehabilitation services commence once the employee is absent from work for six (6) consecutive months.



#### Section 24.4

The parties recognize that Congress is considering various legislative proposals to reform the nation's health care system. In the event legislation is enacted which specifies or requires health care benefits, options, or costs different than, in addition to, or in lieu of, those provided for by this Agreement, or otherwise would require any change in the benefits provided under this Agreement, the Company has the right to decide how the Company will comply with such new requirements or options, whether contained in new enactments or regulations or administrative or judicial decisions implementing such enactments. In addition, the Company may make other changes in this Agreement in order to reflect or comply with new health care legislation, provided that such changes are mutually agreed to by the Company and the Union.

Nothing in this Section shall be the basis for reopening or modifying any other provision of this Agreement.

#### Section 24.5

The Company will fund an Enhanced Thrift Match Plan program by providing three-percent of an eligible employee's thrift eligible wages for the duration of this Agreement.

*(Thrift Match Plan's chart as shown below).*

<b>Participant Contribution Rate</b>	<b>Company Match (% of Compensation)</b>
0%	3%
1%	3.50%
2%	4%
3%	4.50%
4%	5%
5%	5.50%
6%	6%

#### Section 24.6

Should an employee select a position which requires relocation, and the employee relocates his primary residence, the employee shall be entitled to a \$2,000 lump sum payment. Payments are limited to one (1) such payment within any twelve month period.

#### Section 24.7

A Maintenance Specialist may not be required to serve temporarily in the position of Supervisor, but may do so voluntarily.

### **ARTICLE 25 - UNION SHOP**

#### Section 25.1

In accordance with and subject to the terms and conditions hereinafter set forth, all Field Maintenance Operation employees of the Company now or hereafter subject to this Agreement between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such Agreement, become members of the Union 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 such Union; except that such membership shall not be required of any individual until he has performed compensated service for thirty (30) days within a period of twelve (12) consecutive calendar months.

#### Section 25.2

- a. Employees who retain seniority under this Agreement and who are regularly assigned or transferred to full time employment not covered by this Agreement, or who, for a period of thirty (30) 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 Section 25.1 of this Agreement 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 this Agreement and continue therein thirty (30) calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to this Agreement, be required to become and remain members of the Union within thirty-five (35) calendar days from the date of their return to service.
- b. The seniority status and rights of employees furloughed 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 considered as new employees for the purposes of applying this Agreement.
  - c. Employees who retain seniority under this Agreement and who, for reasons other than those specified in subsections (a) and (b) of this Section, are not in service covered by this Agreement, or leave such service, will not be required to maintain membership as provided in Section 25.1 so long as they are not in service covered by this Agreement, but they may do so at their option. Should such employees return to service covered by this Agreement, they shall, as condition to their continued employment, be required, from the date of return to such service, to become and remain members in the Union.

### Section 25.3

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

#### Section 25.4

a. Each employee covered by the provisions of this Agreement shall be considered by the Company to have met the requirements of the Agreement unless and until the Company is advised to the contrary in writing by the Union. The Union will notify the Company 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 Union therefore claims is not entitled to continue in employment subject to this Agreement. Upon receipt of such notice, the Company will, within ten (10) 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 to the Union. An employee so notified who disputes the fact that he has failed to comply with the terms of this Agreement shall, within a period of ten (10) calendar days from the date of receipt of such notice, request the Company in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request, the Company shall set a date for hearing which shall be held within ten (10) calendar days of the date of receipt of request thereof. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Union by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of 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 does not request a hearing as provided herein, the Company shall proceed to terminate his seniority and employment under this Agreement 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.

b. 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 Article and shall render a decision within twenty (20) calendar days from the date that the hearing is closed, and the employee and the Union 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 this Agreement shall be terminated within twenty (20) calendar days of the date of said decision except as hereinafter provided or unless the Company and the Union agree otherwise in writing.

If the decision is not satisfactory to the employee or to the Union, it may be appealed in writing by Registered Mail, Return Receipt Requested, directly to the highest officer of the Company designated to handle appeals under this Agreement. Such appeal must be received by such office within ten (10) 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 Company 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 (20) calendar days of the date the notice of appeal is received, and the employee and the Union 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 this Agreement shall be terminated within twenty (20) calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Company and the Union agree otherwise in writing. The decision on appeal shall be final and binding unless, within ten (10) calendar days from the date of the decision, the Union or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 25.4(c) below. Any request for selection of a neutral person as provided in Section 25.4(c) below shall operate to stay action on the termination of seniority and employment until not

more than ten (10) calendar days from the date the decision is rendered by the neutral person.

c. 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 by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Company designated to handle appeals under this Agreement or his designated representative, the General President 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 National Mediation Board in writing to appoint such neutral. The Company, the Union 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 (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 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 share by the Company and the Union; if the employee's position is not sustained, such fees salary and expenses shall be borne by the employee.

d. The time periods specified in this Section may be extended in individual cases by written agreement between the Company and the Union.

e. Provisions of investigation and discipline rules contained in this Agreement will not apply to cases arising under this Article.

f. The Union shall notify the Company in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this Article. The Company shall notify the Union in writing of

the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this Article.

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.

#### Section 25.5

Other provisions of this Article to the contrary notwithstanding, the Company shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Company may not, however, retain such employee in service under the provisions of this Section for a period in excess of thirty (30) calendar days from the date of the last decision rendered under the provisions of Section 25.4, or thirty (30) calendar days from the date of receipt of notice from the Union in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this Section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements, but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the Company and the Union.

#### Section 25.6

An employee whose seniority and employment under this Agreement is terminated pursuant to the provisions of this Article, or whose employment is extended under Section 25.5, shall have no time or money claims by reason thereof.

If the final determination under Section 25.4 of this Article is that an employee's seniority and employment shall be terminated, no liability against the Company in favor of the Union or other employees based upon an alleged violation, misapplication or noncompliance with any part of this Article shall arise or accrue during the period up to the expiration of the 30-day periods specified in Section 25.5, 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 Company predicated upon any action taken by the Company in applying or complying with this Article or upon an alleged violation, misapplication or noncompliance with any provision of this Article. If the final determination under Section 25.4 of this Article is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Company in favor of the Union or other employees based upon alleged violation, misapplication or noncompliance with any part of this Article.

#### Section 25.7

In the event that seniority and employment under this Agreement is terminated by the Company under the provisions of this Article, 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 Section shall not apply to any case in which the Company involved is the plaintiff or the moving party in the action in which the aforesaid determination is made, or in which case such Company acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense to the Company in defending suits by employees whose seniority and employment are terminated by the Company under the provisions of this Agreement other than Article 25.



## **ARTICLE 26 - GENERAL**

### **Section 26.1**

The parties acknowledge that during the negotiations resulting in this Agreement, each had the right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining, including, but not limited to, subjects or matters relating to the effects of any actions taken by Management in its managerial discretion or pursuant to its rights under this Agreement, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Company and the Union each voluntarily and unqualifiedly waives the right to serve notices of proposed changes to the Agreement pursuant to Section 6 of the Railway Labor Act, 45 U.S.C. § 156, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all-inclusive. Except as provided in Article 9, this Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.

### **Section 26.2**

This contract, with any written signed addenda hereto, represents the entire agreement between the parties and no other agreements or practices are binding upon either party hereto with respect to wages, hours, or working conditions of the employees covered hereby.

### **Section 26.3**

Times expressed throughout this Agreement are calendar times unless specifically stated otherwise. Time limits may not be extended or waived except by the written agreement of the Union and the Company.

## **ARTICLE 27 - PRINTING SCHEDULE AGREEMENT**

### **Section 27.1**

TTX Company will have printed, in book form, copies of this Agreement and furnish a copy to each employee affected within six (6) months of the effective date of this Agreement.

## **ARTICLE 28 - WAGE DEDUCTIONS**

### **Section 28.1**

Subject to the terms and conditions of this Agreement, the Company will deduct the following sums from wages due employees represented by the Union:

- a. Sums payable to the Union for periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of retaining membership in the Union upon the written and unrevoked authorization of a member in the form agreed upon by the parties hereto, copy of which is identified as Attachment "A" to be made a part hereof. This signed authorization may, in accordance with its terms, be revoked in writing at any time after its execution, or upon the termination of this Agreement, or upon the termination of the rules and working conditions agreement between the parties, whichever occurs sooner. Revocation of the authorization shall be in the form agreed upon by the parties, copy of which is identified as Attachment "B" to be made a part hereof.
- b. Sums designated by the written and unrevoked authorization of a member in the form agreed upon by the parties hereto, copy of which is identified as Attachment "C" to be made a part hereof, relating to Transportation Communications Union's Machinists Non-Partisan League (MNPL); and
- c. Sums designated by the written and unrevoked authorization of a member in the form agreed upon by the parties hereto, a copy of which is identified as Attachment "D" to be made a part hereof, relating to TTX Company Employees' PAC.

### Section 28.2

Both the Union authorization forms and the Union revocation of authorization forms shall be furnished as necessary by the Union without cost to the Company, and the Union shall assume full responsibility for the procurement and execution of the forms by employees and for the delivery of such forms to the Company.

### Section 28.3

Deductions, Union dues, fees assessments and voluntary contributions to RCPL, as provided for herein, shall be made by the Company in accordance with certified deduction lists furnished by the Union of which the employee is a member. Such lists, accompanied by executed authorization forms, shall be furnished to the Company and shall show an identification work number order, the employee's name, class, and the amount to be deducted.

### Section 28.4

Deductions, Union dues, fees assessments and voluntary contributions to RCPL, as provided for herein, will be made monthly by the Company from wages due employees in each calendar month, and the Company will, subject to the provisions of Paragraph 6 hereof, remit to the Union the total amount of such deductions on or before the 20th day of the month following the month in which such deductions are made, together with a statement showing employees from whom deductions were made.

### Section 28.5

- a. In the event earnings of an employee are insufficient to permit the full amount of deduction, no deduction will be made and responsibility for collection shall rest entirely with the Union.
- b. In cases where no deduction is made from the wages of an employee due to insufficient earnings, or for other reasons, the amounts not deducted shall be added to deduction lists for the employee for any subsequent payroll period.

- c. The following payroll deductions at a minimum shall have priority over the association deductions covered by this Agreement.
  1. Federal, State and Municipal taxes.
  2. Premiums on any life insurance, hospital and surgical insurance, group accident of health insurance, group annuities, Thrift Plan, Pension Plan or any savings plans.
  3. Other deductions required by law such as garnishments and attachments.

#### Section 28.6

Amounts deducted from the wages of employees in accordance with the Agreement shall be identified along with other amounts, if any, reported on the stub attached to the employee's pay check as an itemized deduction.

#### Section 28.7

The service herein described will be performed by the Company at no cost to the employee for whom such deductions are made.

#### Section 28.8

Responsibility of the Company under this Agreement shall be limited to remitting to the Union amounts actually deducted from the wages of employees and the Company 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 Company in connection therewith shall be handled by the Union on behalf of the employee concerned.

#### Section 28.9

No part of this Agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for grievance or time claim by or in behalf of any employee predicated upon any alleged violation of or misapplication or noncompliance with any part of this Agreement.

#### Section 28.10

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

This Agreement shall become effective as of July 1, 2020, and remain in effect subject to the provisions of the Railway Labor Act, as amended.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the 1st day of July 2020, A.D.

COMPANY

TTX COMPANY

UNION

BROTHERHOOD RAILWAY CARMEN  
DIVISION of TRANSPORTATION  
COMMUNICATIONS INTERNATIONAL  
UNION

By: \_\_\_\_\_  
Brian R. Powers  
Vice President, Human Resources  
& Labor Relations, CHRO

By: \_\_\_\_\_  
Richard A. Johnson  
General President

\_\_\_\_\_  
James T. Feeny  
Director, Labor Relations

\_\_\_\_\_  
Donald Grissom  
Assistant General President



## **ADDENDUM A**

All employees covered by this Agreement will be subject to the following disciplinary rules, regulations, and policies. The Company retains the right to adopt, modify, or subtract any rules, regulations, or policies that are not inconsistent with the express terms of the parties' Agreement.

Failure to follow these rules and regulations will result in disciplinary action ranging from a warning notice to immediate dismissal. The prohibited activities listed below are intended to illustrate the more common types of employee conduct which warrant disciplinary action.

The list of prohibited activities contained in this Addendum is not intended to be exhaustive. Violations of other commonly accepted standards of behavior, even though not specifically listed, will also result in appropriate disciplinary action. The Company reserves the right to determine the appropriate discipline to impose for any violation of rules, regulations, and policies, up to and including termination.

### **Addendum A Section 1 -- Immediate Dismissal**

The activities listed in this Section are not subject to the progressive discipline system. Any involvement in the following activities will subject an employee to an immediate dismissal:

1. Possession or use of alcohol or illegal drugs at the workplace.
2. Theft or willful destruction of TTX property, the property of a customer or third party doing business with the Company, or another employee.
3. Falsification of reports, repair records, time keeping records, expense reports, safety information, or employment applications.
4. Possession of weapons or explosives.
5. Physical violence of any nature or threats thereof; fighting on Company property.
6. Certain (or major) safety violations such as:
  - a. Willful or negligent violation of Blue Flag rules.
  - b. Working while under the influence of drugs or alcohol.

- c. Working under a jacked car without proper safety devices in place.
- d. Moving cars without checking for hazards or notifying nearby fellow employees.
- e. Placing the employee himself or a fellow employee in a position where serious or fatal harm is probable.

#### **Addendum A Section 2 -- Other Disciplinary Action**

The following activities are prohibited and employee involvement may result in disciplinary action up to and including termination, but at a minimum, will result in a warning notice:

- 1. Sleeping on the job.
- 2. Violation of Blue Flag Rules
- 3. Disorderly conduct, physically or orally threatening another employee or using abusive language. Unreasonable conduct at any time or place on Company property, such as immoral or indecent acts, profane, abusive or threatening language.
- 4. Behavior generally termed "horseplay" during working hours or at any time on Company property.
- 5. Conduct which is in conflict with the Company's obligation to honor all applicable federal and state laws.
- 6. Refusal by word or action to follow authorized instructions: insubordination, neglecting job duties, or negligence or carelessness resulting in violation of safety or sanitation rules, defective work, waste of materials or supplies, or missed schedule.
- 7. Smoking in non-authorized areas.
- 8. Excessive unauthorized absenteeism or tardiness. Absences not covered by sick time or "pattern" absences.
- 9. Gambling, accepting or placing bets on Company time or property.
- 10. Failure to submit personal property brought onto or taken from Company premises to inspection by Management or its representative.
- 11. Failure to follow safety regulations such as:



- a. Non-use of hard hats and vests.
  - b. Non-use of beacons during day light hours.
  - c. Parking fork trucks with forks in raised position.
  - d. Failure to use handholds or sill steps.
  - e. Improper vehicle housekeeping.
  - f. Working on ramp without railroad notification.
  - g. Working or driving under loader.
  - h. Failure of victim to report safety violations to a Supervisor.
  - i. Failure to wear prescribed protective clothing, eyewear, or equipment.
  - j. Improper use or misuse of tools, equipment, and vehicles.
  - k. Poor driving habits or speeding in Company vehicles.
  - l. Failure to report an accident or injury.
- 12. Inability to obtain or hold a valid driver's license where such license is necessary in the performance of any duties.
  - 13. Inability to hold a valid operator permit or license where such permit or license is necessary in the performance of any duties.
  - 14. Leaving assigned work area without authorization, stopping work before quitting time.
  - 15. Repeated poor work performance or workmanship.
  - 16. Any other conduct showing a disregard for the safety of the employee or others, or disregard for the proper performance of the employee's duties.

### **Addendum A Section 3 -- Progressive Discipline**

The parties have adopted a program of progressive warnings to handle in a fair and consistent manner, violations of the rules and regulations and any job performance problems that may arise between an employee and the Company, other than offenses covered under Section 1. This program consists of three notices to the employee, each notice serving as an indication that the next violation of any policy or rule will be dealt with more severely. A warning notice will be valid for a twelve month period.

Notices shall occur as follows:

1. First Warning Notice-Written - The Supervisor will hold a private discussion with the employee describing exactly the unsatisfactory acts or work performance problems. This discussion will be documented by the First Warning Notice form. The employee, if he so desires, can have a Union representative present consistent with Section 3.4.

2. Second Warning Notice-Written Warning - The Supervisor will hold a private discussion with the employee detailing the circumstances and reasons for the issuance of this warning notice. Also included during the discussion should be a notice that any further unacceptable work performance or policy infraction can result in a three day suspension without pay. This Second Notice includes the signatures of the employee and copies should be distributed in the same manner as the First Warning Notice.

3. Third Warning Notice-Three Day Suspension - The notice is issued in the same manner as the Second Warning Notice. It should be made very clear to the employee that the next infraction of policy or poor work performance may result in termination.

Warning Notices which may be issued to an employee, must be brought to the attention of the employee within five (5) calendar days from the date of knowledge of the occurrence. Discipline or Formal Hearing Notices must be issued within forty-five (45) days of the employee being notified of the potential discipline.

Under individual circumstances, other forms of discipline may be incurred including extended probation periods, probation period, letter of reprimand, and 5 days suspension in lieu of termination. The decision to impose other forms of discipline is within the sole discretion of the Company.

#### **Addendum A Section 4 -- Letters of Reprimand**

A Letter of Reprimand may be issued to an employee for a violation of policy or poor work performance, in lieu of a warning notice. This letter is used if the offense is not severe enough to warrant a warning notice but is sufficient to be documented. It may also be used after a third warning notice as "one last

chance." The decision to issue a letter of reprimand in lieu of some other form of discipline is within the sole and unreviewable discretion of Management.

#### **Addendum A Section 5 -- Suspension**

A five day suspension can be used when under normal circumstances the employee would be terminated, but due to extraordinary circumstances, another chance may be given. It shall be made clear to the employee that he normally would have been terminated but because of length of service, exceptionally good work record, etc., a five day suspension was given.

The decision to issue a five day suspension is within the sole and unreviewable discretion of Management.

#### **Addendum A Section 6 -- Probation**

In lieu of termination, an employee may be placed on probation. This option will rarely be used and then only with issues such as work performance or attendance. The normal probation period is 90 days and it will be made clear that the employee may be terminated at any time during this probation period without a warning notice. The decision to place an employee on probation is within the sole and unreviewable discretion of Management.

#### **Addendum A Section 7 -- Disciplinary Investigations**

Employees who are cited for violation of Company rules, regulations or for any job performance issues, and are at the Third Warning Notice stage or have allegedly committed an offensive which subjects them to immediate dismissal (Section 1 of Addendum A), will be afforded a fair and impartial formal disciplinary hearing prior to the assessment of any discipline. The Company will conduct the hearing within ten (10) calendar days of the written notice of such hearing.

In the case of an employee who may be held out of service in cases involving serious infraction of rules pending a formal hearing, such formal hearing will be held within ten (10) calendar days from the date withheld from service.

At least five (5) calendar days advance written notice of the formal hearing shall be given to the employee and the Local Chairman in order that the

employee may arrange for representation by a duly authorized representative and for the presence of any witnesses he may desire.

The notice of hearing will specify the precise charges for which the hearing is being held. Unless mutually agreed to between the Union and the Company that conditions or circumstances warrant other arrangements, efforts will be made to hold the hearing at the city or town where the charged employee is headquartered.

The formal hearing provided for herein may be waived by the employee in writing to the charging Company officer who has the authority to grant such request. The employee will be advised in writing of the discipline to be assessed prior to being required to sign the request for waiver of formal hearing form. A copy of the completed form will be provided to the Local Chairman.

The employee and the duly authorized representative shall be furnished a copy of the hearing transcript within twenty (20) calendar days from the date of the hearing.

If discipline is assessed as a result of the findings of such formal hearing, such discipline shall be rendered in written notice to the employee, copy to the Local Chairman, within twenty (20) calendar days from the date of the hearing.

Such discipline may be appealed by the employee, or in his behalf by the duly authorized representative, to the Company designated officer to hear such appeals within twenty (20) calendar days of receipt of notice of discipline.

After the Company designated officer has heard appeal, he shall render his decision in writing to the employee, copy to the duly authorized representative, within twenty (20) calendar days from date of hearing of appeal.

If the appeal is denied by the Company designated officer, the employee, or in his behalf the duly authorized representative, may within (20) calendar days from receipt of the Company designated officer's decision, appeal such decision to the highest officer of the Company designated to handle such disputes.

After the appeal has been acted upon by the highest designated officer of the Company, he shall render his decision in writing to the employee, copy to the duly authorized representative, within twenty (20) calendar days of receipt of such appeal.

Should the appeal remain denied, the employee, or in his behalf the duly authorized representative, may progress the case to arbitration in accordance with Article 15.

The Company retains the right to suspend an employee with or without pay pending any disciplinary hearing. If it is determined by the Company that an employee is not guilty of any violation of Company rules, regulations or job performance issues, any discipline shall be set aside and removed from his record. He shall be reinstated with all seniority rights unimpaired and be compensated for all lost wages, if any, suffered by him, resulting from such discipline, suspension or dismissal, less any amount of outside earnings earned by the employee during such period of suspension or dismissal. However, if through the arbitration process (Article 15), an arbitrator renders a settlement concerning either reinstatement and/or restitution of wages and benefits, that settlement will take precedent over the language of this Section.

#### **Addendum A Section 8. Grievances Under These Disciplinary Rules**

While the Union agrees that the discipline imposed for disciplinary violations as described above is fair, such alleged disciplinary violations are subject to the grievance procedures described in Article 14 of this Agreement.

#### **COMPANY**

TTX COMPANY

#### **UNION**

BROTHERHOOD RAILWAY CARMEN  
DIVISION of TRANSPORTATION  
COMMUNICATIONS INTERNATIONAL  
UNION

By: \_\_\_\_\_  
Brian R. Powers  
Vice President, Human Resources  
& Labor Relations

By: \_\_\_\_\_  
Richard A. Johnson  
General President

\_\_\_\_\_  
James T. Feeny  
Manager, Labor Relations

\_\_\_\_\_  
Carl A. Tingle  
Assistant General President



## **ADDENDUM B**

The Company provides numerous benefits for represented and non-represented employees. The Company has available for employees brochures and detailed information on the various benefits provided by the Company to employees.

The following is a brief description of the benefits provided by the Company:

1. Through a Flexible Benefits Program, Maintenance Specialists and Maintenance Generalists are able to choose options that precisely fit their family needs with little or no cost to the employee including dependent coverage in the following areas:
  - A. Health Benefits, including major medical
  - B. Dental Benefits
  - C. Vision Care
2. A Flexible Spending Account which can be used for either additional health care expenses outside an employee's chosen option or dependent care expenses, such as day care for children.
3. Both a Short and Long Term Disability Program.
4. Travel accident and life insurance up to 10 times an employee's annual salary, if travel is work related.
5. Employee-paid Accidental Death and Dismemberment, over and above Company paid plan.
6. An Employee Assistance Program, free to employees and dependents for up to eight visits.
7. A Mental Health and Substance Abuse Program (other than EAP).
8. Enhanced Thrift (savings) Match Plan (401K) as outlined in Article 24.5.
9. Tuition reimbursement in accordance with the Company's existing policy.

The level of the existing benefits will not be reduced during the term of this Agreement, although the Company retains the sole discretion to increase or change the benefits offered or the benefit providers, Administrators, or the insurance carrier for all group insurance. However, the Company is under no obligation to bargain with the Union prior to implementing any changes, however, the Company shall notify the Union of any contemplated changes.

COMPANY

UNION

TTX COMPANY

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By: \_\_\_\_\_  
Brian R. Powers  
Vice President, Human Resources  
& Labor Relations

By: \_\_\_\_\_  
Richard A. Johnson  
General President

\_\_\_\_\_  
Kathryn M. Schaefer  
Manager – Human Resources  
Field Maintenance Operations

\_\_\_\_\_  
Carl A. Tingle  
Assistant General President



## **ADDENDUM C**

### **Addendum C Section 1 -- Policy Statement**

The Company has vital interest in maintaining safe, healthful and efficient working conditions for its employees. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but to all those who work with the user. The possession, use or sale of a controlled substance or alcohol in the workplace may also pose unacceptable risks for safe, healthful and efficient operations. The Company is committed to having a drug free workplace where employees are neither under the influence of nor impaired by drugs or alcohol.

### **Addendum C Section 2 -- Coverage**

Any employee who performs services for the Company or who returns to service from any inactive status on or after the effective date of this Agreement shall be covered by this policy. Compliance with this policy is a condition of employment.

### **Addendum C Section 3 -- Definitions**

1. "Alcohol" means beer, wine and all forms of distilled liquor containing ethyl alcohol. References to use or possession of alcohol include use or possession of any beverage mixture or preparation containing ethyl alcohol.

2. "Drug" means any substance (other than alcohol) that has known mind or function-altering effects on a human subject, specifically including psychoactive substances and including, but not limited to, substance prohibited or controlled by local and federal controlled substance laws, whether proscribed or not.

3. "Metabolite" means a chemical product or by-product of drugs from human metabolism.

4. "Possess" means to have on one's person or in one's personal effects or at the workplace or under one's control.

5. "Threshold limits" means the concentration of a drug or metabolite chemical in a blood, urine, hair or breathalyzer sample sufficient to establish

conclusively the presence of the drug or metabolite and constituting a positive result according to certified laboratory guidelines.

6. "Under the influence" or "impaired" means that an employee is affected by a drug or alcohol or the combination of a drug and alcohol. The symptoms of influence and/or impairment are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability such as slurred speech or difficulty in maintaining balance. A determination of use, influence and/or impairment can be established by a professional opinion, urine, blood or any other common and scientifically valid tests, or in some cases by a lay person's opinion. AN EMPLOYEE WILL BE PRESUMED TO BE IN VIOLATION OF THIS POLICY WHENEVER THE PRESENCE OF DRUGS OR ALCOHOL AT OR IN EXCESS OF THRESHOLD LIMITS IS DETECTED IN A SUBSTANCE ABUSE TEST ADMINISTERED UNDER THE TERMS OF THIS POLICY.

#### **Addendum C Section 4 -- Alcohol and Drug Prohibitions**

No employee may use, possess, transport, manufacture, distribute, dispense or sell alcohol, any drug or drug paraphernalia while performing work for the Company, while at the workplace (which includes parking lots and vehicles), while at any work location or operation, or while on host railroad property;

No employee may report for work, or go on duty or remain on duty while:

1. under the influence of or impaired by alcohol;
2. under the influence of or impaired by any drug.

An employee who sells, deals or uses illegal drugs or controlled substances off-duty may be subject to discipline or discharge if the off-duty conduct adversely affects job performance or has a negative impact on the safety of Company personnel or property.

#### **Addendum C Section 5 -- Exceptions**

The consumption of alcohol at a Company-sponsored activity or social event is not prohibited by this Policy, if:

1. authorized by the appropriate Manager or Department Head; and

2. the consumption of such alcohol is not inconsistent with the safe and efficient performance of the employee's duties.

The use of prescribed or over-the counter drugs, or possession incident to such use, is not prohibited by this policy if:

1. the drug has been legally obtained and is being used for the purpose for which it was prescribed or manufactured; and
2. the drug is being used at the dosage prescribed or authorized; and
3. the use of the drug is not inconsistent with the safe and efficient performance of the employee's duties.

#### **Addendum C Section 6 -- Use of Prescription or Over-the Counter Drugs - Reporting Requirements**

Any employee who is using a prescribed or over-the-counter drug and who has been informed, has reasons to believe or feels that the use of any such drug may affect his or her ability to perform his or her job duties safely and/or efficiently is required to report such drug use to his or her Supervisor and/or respond to inquiries by the Company.

Any Supervisor who has been informed by an employee, or has reason to believe that an employee is using a prescribed or over-the-counter drug that may affect the employee's ability to perform his or her job duties safely and/or efficiently shall report such information to his or her immediate Supervisor who in turn shall consult with their Personnel Manager.

In those circumstances where the use of a prescribed or over-the counter drug is inconsistent with the safe and efficient performance of duties, an employee may be required to take sick leave, a leave of absence, or other action determined to be appropriate by the Company.

Representative, but not all inclusive examples of such common prescription and over-the-counter drugs would include, Tylenol 3, ADAP#3, Robitussin, Fiorinol, Fiorcet, Hycocodone, and Valium.

#### **Addendum C Section 7 -- Employee Drug Test Procedures**

In order to assure compliance with the Company's prohibitions concerning alcohol and drug use and as a condition of employment, employees are required to consent to drug and/or alcohol substance abuse testing procedures. The employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal.

Any employee involved in an on-the-job accident (whether he or she is injured or not) may be requested to submit to a drug and/or alcohol test.

Any employee may be asked to submit to a drug and/or alcohol test if the Company determines that it has reason to suspect that the employee is under the influence of, or in possession of drugs and/or alcohol.

Prior to collection of the sample, the employee shall be notified that the Company is requesting that the employee be tested for the presence of drugs and/or alcohol. The Company will cause the sample obtained to be identified and tested by a Company selected, certified laboratory for the presence of drugs and/or alcohol.

Tests shall be accomplished through analysis of a urine, blood, or hair sample, breathalyzer, or other recognized testing techniques.

If the test of the sample is positive for any drug (or metabolite(s)) or alcohol, a Company selected, certified laboratory will perform a second test to confirm the results of the initial test.

The Company will notify the employee of the results of any test that is positive for any substance identified in the testing procedure. In the case of a positive result, the Company will provide the employee with an opportunity to explain that presence of the identified substance prior to taking any disciplinary action.

The employee agrees that the employer may take possession of any questionable substance for testing purposes.

#### **Addendum C Section 8 -- Consequences of Policy Violation**

Any employee who violates this policy's prohibition concerning drug and alcohol possession, manufacture, distribution, sale, transport and/or use, in any manner whatsoever, may be subject to disciplinary action, including termination for a first offense or any subsequent offense.

Any employee who refuses to cooperate in any investigation of suspected violation of this Policy including, but not limited to drug testing, shall be subject to disciplinary action, including termination, for a first refusal or any subsequent refusal.

#### **Addendum C Section 9 -- Privacy**

Action taken under this policy shall respect the privacy of employees to the extent practicable. Information relative to investigations, possible employee violations, medical tests and test results shall be considered confidential information and communicated strictly on a need-to-know basis.

#### **Addendum C Section 10 -- Employee Assistance Program**

The Company maintains an Employee Assistance Program (EAP). Employees who think they may have a problem from substance abuse are encouraged to seek help through the EAP. Whenever possible, the Company will attempt to accommodate employees who require time away from work for drug and alcohol abuse treatment. In the event that an employee who has participated once in the Company's EAP program is observed by the Company in failing to comply with the EAP program (i.e., observed to have used drugs or alcohol, etc.), such employee may be immediately terminated. It is the responsibility of each employee to seek assistance before alcohol and drug problems lead to disciplinary action, which can include discharge for the first offense.

The availability of the EAP and this policy in no way interferes with the Company's right to impose discipline, up to and including discharge, for any violation of its rules, policies, or standards of conduct.

The Company reserves the right to revise, expand or modify these Policies and Procedures at any time.

COMPANY

TTX COMPANY

UNION

BROTHERHOOD RAILWAY CARMEN  
DIVISION of TRANSPORTATION  
COMMUNICATIONS INTERNATIONAL  
UNION

By: \_\_\_\_\_  
Brian R. Powers  
Vice President, Human Resources  
& Labor Relations

by: \_\_\_\_\_  
Richard A. Johnson  
General President

\_\_\_\_\_  
Kathryn M. Schaefer  
Manager – Human Resources  
Field Maintenance Operations

\_\_\_\_\_  
Carl A. Tingle  
Assistant General President

ATTACHMENT "A"

**Individual Authorization Form  
For Deduction of Fees, Dues and Assessments**

I hereby assign to the Transportation Communications Union (TCU) that part of my wages necessary to pay my monthly union dues, fees and assessments (not including fines and penalties), as provided to the employer TTX Company by the officer of the Union (TCU) as provided in the Agreement entered into by and between the Union (TCU) and the Company; and I hereby authorize the Company to deduct from my wages all such sums and to pay them over to the National Secretary-Treasurer or other designated officer of the Union (TCU).

This authorization may be revoked by the undersigned in writing as provided for in the applicable Union Shop Deduction Agreement.

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Position Title/Location

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
TCU Lodge/District Number

\_\_\_\_\_  
Date

ATTACHMENT "B"

WAGE ASSIGNMENT REVOCATION

TTX COMPANY  
101 North Wacker Drive  
Chicago, IL 60606

Effective \_\_\_\_\_, I hereby revoke the wage assignment authorization now in effect assigning to the Brotherhood Railway Carmen Division/Transportation Communications Union, that part of my wages necessary to pay my monthly dues, initiation fees and assessments now being withheld to the Dues Deduction Agreement effective \_\_\_\_\_, between TTX Company and the Brotherhood Railway Carmen Division/Transportation Communications Union and I hereby cancel the authorization now in effect authorizing the TTX Company to deduct and withhold such monthly dues, initiation fees and assessments from my wages.

My name is (Print): \_\_\_\_\_

My SSN is: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Department)

\_\_\_\_\_  
(Position) (Work Location)

Date: \_\_\_\_\_



ATTACHMENT "C"

INDIVIDUAL AUTHORIZATION FORM  
VOLUNTARY PAYROLL DEDUCTION

**TCU MACHINISTS NON-PARTISAN LEAGUE**

I hereby authorize and direct my employer, TTX Company, to deduct from my pay the sum of \$\_\_\_\_\_ for each month in which compensation is due me, and to forward that amount to the Transportation Communications Union's Machinists Non-Partisan League (MNPL). The authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the Machinists Non-Partisan League are not conditions of membership in the Union or of employment with the Carrier; that the Machinists Non-Partisan League will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections.

It is understood that this authorization will remain in effect for a minimum of twelve months, and thereafter, I may revoke this authorization at any time by giving the Carrier and the Union thirty days advance written notice of my desire to do so.

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Position Title/Location

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
TCU Lodge/District Number

\_\_\_\_\_  
Date

ATTACHMENT "D"

INDIVIDUAL AUTHORIZATION FORM  
VOLUNTARY PAYROLL DEDUCTION FOR TTX COMPANY'S  
EMPLOYEES' POLITICAL ACTION COMMITTEE

I hereby authorize and direct my employer, TTX Company, to deduct from my pay the sum of \$\_\_\_\_\_ for each month in which compensation is due me, and to forward that amount to the TTX Company Employees' Political Action Committee (PAC). This authorization is voluntary and made upon the specific understanding that the signing of this authorization and the making of payments to TTX Company Employees' PAC is not a condition of employment and that the contributions will be used by the Committee for the support of political candidates and other lawful political activity, and that I will gain no favor and will incur neither reprisal nor disadvantage in the Company by reason of the amount given, or my decision not to give.

It is understood that this authorization will remain in effect for a period of 12 months and, thereafter, I may revoke this authorization at any time by giving the Company 30 days advance written notice of my desire to do so.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(social security number)

## **SIDE LETTER #1**

To the Agreement Between  
TTX COMPANY  
and

BROTHERHOOD RAILWAY CARMEN – DIVISION OF  
THE TRANSPORTATION COMMUNICATION INTERNATIONAL UNION

Revised July 1, 2020

TTX provides its Field Maintenance forces the opportunity to earn additional compensation through an incentive system. This additional compensation is earned by meeting various goals in safety, productivity, and quality on both an individual and group basis. As part of this Agreement, TTX shall retain this program.

The reward criteria for safety is based on safety performance for the individual, as well as the entire work group at a specific location. Productivity goals are based on either a location's performance against a target, or the entire Field Maintenance department's performance compared with an overall department goal. Items such as cost per hour, efficiency and percentage of productive hours have been used as productivity measures, but other categories may be substituted as deemed appropriate by management. Quality will be determined by the Quality Assurance Department's audit or some other means of quantifiable measurement used throughout the FMO network.

The incentive amount for years 2020 through 2025 will be \$4,166 each year. The plan dates are January 1 through December 31 of each year.

Individuals must be an FMO employee on the last day of the bonus period to be eligible for the annual awards. Payouts will be prorated for those employees hired or terminated during any calendar year, off on a leave of absence, or on a disciplinary suspension.

TTX COMPANY

BROTHERHOOD RAILWAY  
CARMEN DIVISION - TCUI

By: \_\_\_\_\_  
James T. Feeny  
Manager, Labor Relations

By: \_\_\_\_\_  
Donald Grissom  
Assistant General President

SIDELETTER #2

To The Agreement Between

TTX COMPANY

and

BROTHERHOOD RAILWAY CARMEN-DIVISION

OF TRANSPORTATION COMMUNICATION INTERNATIONAL UNION

Effective July 1, 1994

On the effective date of this agreement, the following rates of compensation for Maintenance Generalists and Maintenance Specialists will be in effect.

1. Maintenance Generalists  
\$10.17/hour
2. Maintenance Specialists
  - A) Newly hired Maintenance Specialists who possess two years of documentable, previous railcar repair experience shall be paid the straight-time hourly rate of \$14.56 per hour (hereinafter referred to as the "New Hire Contract Rate").
  - B) Newly hired Maintenance Specialists who at the time of hire at TTX, do not possess two years of documentable, previous railcar repair experience who have been employed at TTX for less than eighteen months are compensated as follows:
    - i) at time of hire:  
85% of the New Hire Contract Rate;
    - ii) after 6 months of TTX service:  
90% of the New Hire Contract Rate;
    - iii) after 12 months of TTX service:  
95% of the New Hire Contract Rate;
    - iv) at 18 months of TTX service:  
100% of the New Hire Contract Rate.
  - C) All Maintenance Specialists whose rates of pay based on employment criteria are below those stated in Sections 2A and 2B above will be brought up to their appropriate rates effective with the signing of this agreement.
3. The New Hire Contract Rate in effect during this agreement will be as follows:
  - A) \$14.56/hr. Effective 7-1-94
  - B) \$15.00/hr. Effective 7-1-95

4. A) A maximum wage level ("wage cap") exists such that when an employee's salary reaches this level (as a consequence of the annual percentage increases), the hourly rate remains at that level.
- B) The amount of the wage cap shall be:
- i) \$16.00 per hour on July 1, 1994;
  - ii) \$16.30 per hour on July 1, 1995;
- 5.) A) Any employee whose hourly wage is at or above the next applicable wage cap, shall, on the effective date of the next annual percentage increase, continue to receive such wage, but shall not receive an annual percentage increase but shall receive a lump sum in accordance with the following:
- 1) \$1500 on July 1, 1994;
  - 2) \$1600 on July 1, 1995;
- B) Any employee who reaches an applicable wage cap as a result of the applicable annual percentage increase, but does not receive the full amount of such increase because of application of the wage cap, shall receive the following:
- 1) an hourly wage equal to the amount of the hourly wage cap, and
  - 2) a portion of the applicable lump sum equal to the portion of the hourly wage increase which was not received because of the application of the wage cap. (Example: If the annual percentage increase is four percent and such employee receives only three percent, such employee shall receive one quarter of the lump sum.)

COMPANY  
TTX COMPANY

BY Andrew F. Reardon  
Andrew F. Reardon, Vice  
President-Law and Human  
Resources

UNION  
BROTHERHOOD RAILWAY CARMEN-  
DIVISION OF TRANSPORTATION  
COMMUNICATIONS INTERNATIONAL  
UNION

BY Robert P. Wojtowicz  
Robert P. Wojtowicz  
General President

June 29, 1994

SIDELETTER #4

To The AGREEMENT Between

TTX COMPANY

and

BROTHERHOOD RAILWAY CARMEN-DIVISION

OF TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION

Effective July 1, 1994

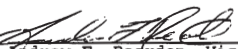
It is agreed that Sections 1.6 and 1.7 of the Agreement apply only to the ATSF and SP properties and those locations on other Carrier properties where TTX Field Maintenance Operations are in operation on the effective date of the Agreement.

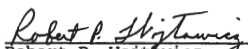
COMPANY

UNION

TTX COMPANY

BROTHERHOOD RAILWAY CARMEN-DIVISION  
of TRANSPORTATION COMMUNICATIONS  
INTERNATIONAL UNION

By   
Andrew F. Reardon, Vice  
President - Law and Human  
Resources

By   
Robert P. Wojtowicz,  
General President

June 29, 1994

**SIDE LETTER #5**

**To the AGREEMENT Between  
TTX COMPANY  
And  
BROTHERHOOD RAILWAY CARMEN – DIVISION OF  
TRANSPORTATION COMMUNICATION INTERNATIONAL UNION**

**Effective July 1, 2010**

TTX Maintenance Specialists are required to comply with all FRA and AAR mandated qualifications and/or certifications. These required skills must be demonstrated by all TTX Maintenance Specialists and documented by the Company. Included in these qualifications are:

1. Freight Car Inspection
2. Air Brake Certification
3. Welding Certification


To ensure compliance with the Freight Car Inspection and Air Brake Certification requirements, TTX has established a Training Certification Program which facilitates and documents each employee's compliance with these requirements.

With respect to welding, TTX Maintenance Specialists are required to be "certified" welders per the AAR Interchange Rules. New hires are expected to meet this requirement within their first six (6) months of service.

The Training Certification Program consists of self-study training guides, written examinations and practical skills demonstrations. Qualification examinations and practical skills demonstrations will be administered during each employee's normal working hours. Home study to meet these job qualifications will not be compensated; however, if formal training is required and conducted during an employee's regularly scheduled off-hours, he will receive compensation pursuant to the applicable rate.

Employees, who do not become "certified" welders per the AAR Interchange Rules within their first year of service, will not receive a wage increase under the wage progression provisions of Article XXIV. Upon certification, such employee's rate of pay will be increased to the current rate of pay commensurate with their entire length of service.

**TTX COMPANY**

By:   
Brian R. Powers, Vice President  
Human Resources & Labor Relations

**BROTHERHOOD RAILWAY  
CARMEN – DIVISION OF TCIU**

By:   
Michael J. McDonald, Local Chairman  
Brotherhood Railway Carmen

SIDELETTER #6

To The AGREEMENT Between

TTX COMPANY

and

BROTHERHOOD RAILWAY CARMEN-DIVISION

OF TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION


Effective July 1, 1994

IT IS AGREED:

For purpose of Section 8.1, the term "vacation day" shall mean an eight hour day, such that if the duration of an employee's work shift is ten hours, a "vacation day" for such employee shall consist of eight hours. In turn, one week of vacation for an eight-hour shift employee shall consist of five eight-hour days or forty hours, while one week of vacation for ten-hour shift employees shall consist of four ten-hour days or forty hours.

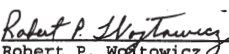
COMPANY

TTX COMPANY

By   
Andrew F. Reardon, Vice  
President - Law and Human  
Resources

UNION

BROTHERHOOD RAILWAY CARMEN-DIVISION  
of TRANSPORTATION COMMUNICATIONS  
INTERNATIONAL UNION

By   
Robert P. Wostowicz  
General President

June 29, 1994



## SIDE LETTER #7 – HOLIDAY WORK SCHEDULE PROCEDURE

(Revised July 1, 2003)

Agreement between TTX Company and the Brotherhood Railway Carmen Division of the Transportation • Communications International Union, effective July 1, 1997.

It is agreed between TTX Company and Local #6011 of the BRCD/TCIU that:

1. TTX Company will make every effort to work holidays with a minimum crew.
2. If the holiday falls on an employee's regular work day and his job is required to be filled; and he has the seniority on that particular shift to work, he will have the right to work that shift or observe the holiday.
3. If a senior person on the shift refuses to work the holiday, the next senior person on that shift will have the same right to work or refuse and so on, until everyone regularly scheduled to work that shift has been asked to work.
4. If no senior person scheduled to work that shift wishes to work, employees who have that day scheduled as a rest day will be called in seniority order to fill the vacancy(s).
5. If the Company still cannot fill the vacancy(s), the Company will ask, in seniority order, the men already working that day if they wish to work a double shift. However, it will not be mandatory for employees to work a double shift on a holiday.

If the vacancy(s) still has not been filled, the Company will make every effort to blank the vacancy(s) on that shift.

7. If the Company still feels the need to fill the vacancy(s), the most junior man or men of that shift, who refused to work, will be forced to fill the vacancy(s). Before forcing employees to fill vacancy(s), other employee(s) at that location who volunteer and are available, **including those on vacation who have provided written notice of their availability to work**, will be given an opportunity to do so, seniority to prevail.
8. A person who is on vacation or who has the holiday scheduled as a rest day, will not be forced to work that day.
9. Any overtime pay for holiday work will not be considered as overtime under Article 6.3(b).

**TTX COMPANY**

By:



Brian R. Powers, Manager  
Industrial Relations

**BRC Division of TCIU**

By:



Alexander M. Novakovic  
General Vice President

## SIDE LETTER #8 - OVERTIME PROCEDURE

July 1, 1996 to June 30, 1999


Agreement between TTX Company and the Brotherhood Railway Carmen Division of the Transportation•Communications International Union, effective July 1, 1997.


It is agreed between TTX Company and Local #6011 of the BRCD/TCIU that:

On January 1st of each year, an overtime call list for each point will be established in seniority order. This call list will be utilized the very first time that overtime is to be scheduled and/or worked. The supervisor will call the list in seniority order until the need for overtime forces has been satisfied. Those employees who have either worked or refused the overtime offered will fall to the bottom of the list. Any employee who has refused and/or is unable to be contacted by the supervisor will have been considered as refusing the overtime. Employees who are on vacation, sick, personal, jury or bereavement leave will not be called for overtime. Employees who work past their regular shift four (4) hours or more will also be dropped to the bottom of the list.

As can be noted by review of this procedure, the overtime list will fall out of SENIORITY order very quickly but will always rotate around to the next person IN LINE to be offered overtime. For this reason, it will be incumbent upon the supervisor to record the dates and times that overtime was offered, WORKED, or REFUSED, in case the call list should be challenged.

The current "overtime board" on which ALL overtime hours are logged (except holidays) and all other supporting records must be maintained by the supervisor. This agreement does not remove the responsibility of the supervisor to maintain an overtime call list.

  
\_\_\_\_\_  
Tim Scolan, Personnel Manager  
Field Maintenance Operations &  
Regional Distribution Centers

  
\_\_\_\_\_  
Michael J. McDonald, Local Chairman  
Brotherhood Railway Carmen Division/TCIU

  
\_\_\_\_\_  
Kenneth V. Eckhardt, General Manager  
Field Maintenance Operations

  
\_\_\_\_\_  
James J. Parry, Assistant General President  
Brotherhood Railway Carmen Division/TCIU

Dated: 7/15/97

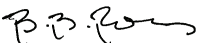
**SIDE LETTER #9**

**To the AGREEMENT Between  
TTX COMPANY  
And  
BROTHERHOOD RAILWAY CARMEN – DIVISION OF  
TRANSPORTATION COMMUNICATION INTERNATIONAL UNION**


**Effective July 1, 2013**

1. Newly hired employees who require extensive training or orientation will not immediately be placed in their bulletined position. Instead, they will be assigned working hours and rest days which will facilitate their training. No current employee(s) will be displaced from their bulletined position(s) by employees in training status. The filling of temporary vacancies in bulletined positions will be handled in accordance with the provisions outlined in Article XVIII of the Agreement.
2. It is recognized that all new employees will not be hired with the same skill and experience levels. It is important that all new hires be trained as quickly as possible, and, at the supervisor's discretion, be placed in their bulletined positions.
3. Employees may remain in training status for a maximum of one hundred twenty (120) days of service, after which they will be assigned to their bulletined position.
4. Employees in training status are not eligible for overtime call out. Employees in training status will not be allowed to work unless assigned to and under the direct observation of a maintenance specialist or during a designated training class.

**TTX COMPANY**

By:   
\_\_\_\_\_  
Brian R. Powers  
Vice President, Human Resources  
& Labor Relations

**BROTHERHOOD RAILWAY  
CARMEN – DIVISION OF TCUI**

By:   
\_\_\_\_\_  
Richard A. Johnson  
General President

## **SIDE LETTER #10**

**To the AGREEMENT Between  
TTX COMPANY  
And  
BROTHERHOOD RAILWAY CARMEN – DIVISION OF TRANSPORTATION  
COMMUNICATION UNION**

Effective July 1, 2020

**Agreement between TTX Company and the Brotherhood Railway Carmen  
Division of the Transportation Communications Union.**

It is agreed between TTX Company and Local #6011 of the BRCD/TCIU that:

When TTX transitions to a bi-weekly pay period system, it will ensure all voluntary deductions, such as medical costs, union dues, and others, will only be included on either the employee's first or second paycheck of any month. When a third check in a month is issued, it will not include voluntary deductions, but will include all required Local, City, State, and Federal taxes.

Whenever an employee is shorted wages on a paycheck, the employee will submit a ticket with TTX's eSHIFT system. When the shortage consists of ten (10) hours or less the employee will receive the shorted wages on the following paycheck. If there is a shortage of an employee's pay consisting of greater than ten (10) hours, once submitted, the shortage will be submitted to the employee via direct deposit within two (2) business days (business days meaning Monday —Friday). Notices submitted before a pay date Friday are not effective until the pay date. Errors caused by Maintenance Specialists will be resolved on the following paycheck.

The parties agree to review shortages every six-months, with the review periods being January 1<sup>st</sup> to June 30<sup>th</sup> and July 1<sup>st</sup>, to December 31<sup>st</sup>. If the Company fails to pay employees shorted greater than ten (10) hours within the two (2) business days ten percent (10%) or more of the review period, the parties will meet to negotiate a penalty to apply to instances where payment was not made within the two (2) business days.

TTX COMPANY

BROTHERHOOD RAILWAY CARMEN DIVISION  
OF TRANSPORTATION COMMUNICATION  
UNION

By: \_\_\_\_\_  
James T. Feeny  
Director, Labor Relations

By: \_\_\_\_\_  
Don Grissom  
Assistant General President

**SIDE LETTER #11**

**To the AGREEMENT Between  
TTX COMPANY  
And  
BROTHERHOOD RAILWAY CARMEN – DIVISION OF TRANSPORTATION  
COMMUNICATION INTERNATIONAL UNION**

Effective July 1, 2017

**Agreement between TTX Company and the Brotherhood Railway Carmen  
Division of the Transportation Communications International Union.**

It is agreed between TTX Company and Local #6011 of the BRCD/TCIU that:

The parties agree the new boot requirements listed in Article 10.5 will not be effective until March 1, 2018.

TTX COMPANY

BROTHERHOOD RAILWAY  
CARMEN DIVISION OF  
TRANSPORTATION  
COMMUNICATION  
INTERNATIONAL UNION

By: \_\_\_\_\_  
James Feeny  
Manager, Labor Relations

By: \_\_\_\_\_  
Carl Tingle  
Assistant General President

## **SIDE LETTER #12**

**To the AGREEMENT Between  
TTX COMPANY  
And  
BROTHERHOOD RAILWAY CARMEN – DIVISION OF TRANSPORTATION  
COMMUNICATION UNION**

Effective July 1, 2020

**Agreement between TTX Company and the Brotherhood Railway Carmen Division of the  
Transportation Communications Union.**

It is agreed between TTX Company and Local #6011 of the BRCD/TCIU that:

If a maintenance specialist is currently at, or achieves at least age 60 and has at least 18 years of bargaining unit service with TTX and has at least 30 years of service credit with the Railroad Retirement Board by January 2, 2020, and said maintenance specialist retires before January 31, 2020, the maintenance specialist is eligible for a onetime payment of \$30,000. If the maintenance specialist does not take the offer at that time, the maintenance specialist is no longer eligible for this onetime retirement incentive.

If between January 3, 2020, and January 1, 2021, a Maintenance Specialist reaches at least age 60 and has at least 30 years of service credit with the Railroad Retirement Board, and said Maintenance Specialist retires before January 31, 2021, the Maintenance Specialist is eligible for a onetime payment of \$30,000. If the Maintenance Specialist does not take the offer at that time, the Maintenance Specialist is no longer eligible for this one time retirement incentive.

If between January 2, 2021, and January 1, 2022, a maintenance specialist reaches at least age 60 and has at least 18 years of bargaining unit service with TTX and has at least 30 years of service credit with the Railroad Retirement Board, and said maintenance specialist retires before January 31, 2022, the maintenance specialist is eligible for a onetime payment of \$30,000. If the maintenance specialist does not take the offer at that time, the maintenance specialist is no longer eligible for this onetime retirement incentive.

If between January 2, 2022, and January 1, 2023, a maintenance specialist reaches at least age 60 and has at least 18 years of bargaining unit service with TTX and has at least 30 years of service credit with the Railroad Retirement Board, and said maintenance specialist retires before January 31, 2023, the maintenance specialist is eligible for a onetime payment of \$30,000. If the maintenance specialist does not take the offer at that time, the maintenance specialist is no longer eligible for this onetime retirement incentive.

If between January 2, 2023, and January 1, 2024, a maintenance specialist reaches at least age 60 and has at least 18 years of bargaining unit service with TTX and has at least 30 years of service credit with the Railroad Retirement Board, and said maintenance specialist retires before January 31, 2024, the maintenance specialist is eligible for a onetime payment of \$30,000. If the maintenance specialist does not take the offer at that time, the maintenance specialist is no longer eligible for this onetime retirement incentive.

If between January 2, 2025, and January 1, 2026, a maintenance specialist reaches at least age 60 and has at least 18 years of bargaining unit service with TTX and has at least 30 years of service credit with the Railroad Retirement Board, and said maintenance specialist retires before January 31, 2026, the maintenance specialist is eligible for a onetime payment of \$30,000. If the maintenance specialist does not take the offer at that time, the maintenance specialist is no longer eligible for this onetime retirement incentive.

TTX COMPANY

BROTHERHOOD RAILWAY CARMEN  
DIVISION OF TRANSPORTATION  
COMMUNICATION UNION

By: \_\_\_\_\_  
James Feeny  
Director, Labor Relations

By: \_\_\_\_\_  
Don Grissom  
Assistant General President

**SIDE LETTER #13**

**To the AGREEMENT Between  
TTX COMPANY  
And  
BROTHERHOOD RAILWAY CARMEN – DIVISION OF TRANSPORTATION  
COMMUNICATION INTERNATIONAL UNION**

Effective July 1, 2017

**Agreement between TTX Company and the Brotherhood Railway Carmen  
Division of the Transportation Communications International Union.**

It is agreed between TTX Company and Local #6011 of the BRCD/TCIU that:

The Company will transition to an electronic means of handling new positions and vacancies as outlined in Article 18. The Company agrees to utilize both bulletin boards and electronic means of job posting and awarding for a joint period of time. This joint posting period will end no sooner than June 30, 2018.

During the joint posting period and beyond, the Company agrees to offer training to all employees regarding how to register, bid, accept, and withdraw on any posting.

TTX COMPANY

BROTHERHOOD RAILWAY  
CARMEN DIVISION OF  
TRANSPORTATION  
COMMUNICATION  
INTERNATIONAL UNION

By: \_\_\_\_\_  
James Feeny  
Manager, Labor Relations

By: \_\_\_\_\_  
Carl Tingle  
Assistant General President



**SIDE LETTER #14**

**To the AGREEMENT Between  
TTX COMPANY  
And  
BROTHERHOOD RAILWAY CARMEN – DIVISION OF TRANSPORTATION  
COMMUNICATION UNION**

Effective July 1, 2020

**Agreement between TTX Company and the Brotherhood Railway Carmen  
Division of the Transportation Communications Union/IAM.**

It is agreed:

The following outlines the agreement regarding additional income related to the repair of articulated connectors (the replacement of male/female and reconditioning of female connectors). Each Maintenance Specialist who performs and completes an articulated connector repair will receive a completion bonus of \$100.00. The Maintenance Specialist will receive payment for the completion of the articulated connector repair on the following payroll cycle and be noted in a separate line item.

For a Maintenance Specialist acting as a Flux/Connector (or FCAW/Connector) Subject Matter Expert ("SME") Trainer, he/she will receive \$100.00 for each successfully completed articulated connector repair they, or a trainee under the SME Trainer's observation, completes. The SME will also receive a \$100.00 per week stipend while acting as a SME Trainer. A Maintenance Specialist getting qualified will receive \$20 for each successfully completed articulated connector repaired while in the qualification period.

For a period of seven calendar days following the execution of this letter, a senior Maintenance Specialist may exercise his/her seniority to a Flux/Connector (or FCAW/Connector) bid position. Following the exercise of seniority, the specialist exercising his/her seniority will be placed into a training class as quickly as practicable. After the specialist has successfully completed all of his/her Flux/Connector training, they will then move into the bidded position.

In order to be considered for the Flux/Connector (FCAW/Connector) SME Trainer position, a Maintenance Specialist must successfully complete at least twenty (20) articulated connector repairs, and have received verification of MI instruction from a TTX designated individual.

TTX COMPANY

BROTHERHOOD RAILWAY CARMEN DIVISION OF  
TRANSPORTATION COMMUNICATION UNION

---

James Feeny  
Director, Labor Relations

---

Donald Grissom  
Assistant General President





