

**AGREEMENT**  
**BETWEEN**  
**CONSOLIDATED RAIL CORPORATION**  
**AND**  
**UNITED RAILWAY SUPERVISORS ASSOCIATION**  
**REPRESENTING**  
**FOREMEN IN THE MAINTENANCE OF EQUIPMENT DEPARTMENT**  
**AND**  
**MECHANICAL FOREMEN IN THE MAINTENANCE OF WAY DEPARTMENT**  
  
**RULES AND RATES of PAY as of MAY 1, 1994**

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## PREAMBLE

Foremen subject to this agreement assume the obligation of rendering honest, efficient, loyal and economical service to the Consolidated Rail Corporation.

A spirit of cooperation between employer and employees of the supervisory class being essential to efficient operation of the railroad, both such parties enter into this agreement with the declared purpose of promoting such spirit.

## SCOPE

(A) These rules apply to Foremen of machinists, boilermakers, blacksmiths, sheet metal workers, electrical workers, carmen, their helpers and apprentices, and laborers in the Maintenance of Equipment Department (including such shop craft employees working under the jurisdiction of the MW Department), to Foremen in the Material Management Department at Altoona Heavy Repair Shops and to Mechanical Foreman in the Maintenance of Way Department (M. of F.) of the former NYC, with rank or title beneath that of General Foreman (excepting those who come within the scope of other agreements) and Working Foremen at outlying points.

(B) Direct supervision of the above crafts shall be the primary duty of a Foreman.

(C) This agreement shall apply with equal force and effect in Canada and the United States for Foremen within its scope, subject to the laws and regulations of said countries.

(D) Established positions will not be discontinued and new ones created under a different title covering work of similar character and responsibility for the purpose of reducing the rate of pay or evading the application of these rules.

## RULE NO. 1 - PROMOTION

Foremen shall be given consideration for promotion as opportunity may offer.

When a position or vacancy is left unfilled in the General Foreman class, Foremen in the seniority district in which the position or vacancy occurs may present their qualifications for consideration in writing to the Division Mechanical Superintendent or Shop Superintendent.

Nothing in this rule shall be construed as requiring the Company to fill General Foreman positions with Foremen or to observe seniority in filling positions of General Foremen.

RULE NO. 2 - SENIORITY

(A) Seniority districts are described in detail in Appendix "G" of this agreement.

(B) Separate seniority districts for M. of F. Foremen on the former N.Y.C. will continue as at present.

(C) A seniority roster for each of the seniority districts shall be posted showing the name, rank, seniority date, prior right and work location for Foremen on the appropriate bulletin boards where Foremen are employed in the district. Each roster shall show the roster number as indicated. In addition, each roster shall indicate the Home Roster Number of a Foreman if he has seniority on another roster in accordance with these rules.

(D) Seniority rosters shall be revised as of February 1st of each year. A complete set of rosters will be furnished each General Chairman of the Association.

(E) Seniority as Foreman will begin on the date an employee is awarded or appointed to a bulletined position in the seniority district involved. In the event two (2) or more employees obtain a Foreman position on the same date, their relative standing on the roster will be determined on the basis of their length of continuous service with the Company.

(F) A Foreman, or an Association representative on his behalf, shall have sixty (60) days from the date the roster is posted to file a protest with the Manager-Labor Relations and the General Chairman in writing against his seniority date or his relative standing or the omission or removal of his name. In the event that a Foreman is absent because of furlough, sickness, disability, vacation or leave of absence at the time the roster is posted, the above time limit for filing his protest shall commence on the date he returns to duty. If no written protest is filed within the above time limit, the date, relative standing or removal or omission shall be deemed correct and shall not be changed except by agreement between the interested Association General Chairman and the Manager-Labor Relations. A note shall be placed on each roster stating the time limits for filing protest thereof.

(G) A Foreman who leaves a position covered by this agreement to accept a position not covered by a labor agreement or a subordinate official position as designated by order of the I.C.C. or an official position with the Company shall, provided he complies with Paragraph 7 of Article I of the Union Shop Agreement (Appendix "E"), retain and accumulate seniority in his home seniority district and shall acquire seniority in the seniority district to which transferred. If such supervisor is subsequently transferred to another seniority district, he shall forfeit acquired seniority in the district from which transferred and shall acquire seniority in the seniority district to which transferred.

(H) A Foreman who leaves a position covered by this agreement to accept an elected or appointed public office or to perform Association work or to accept an official position with a Company affiliate shall retain and accumulate seniority under this agreement provided he complies with Paragraph 7 of Article I of the Union Shop Agreement (Appendix "E").

(I) A Foreman who, prior to July 1, 1970, left a position covered by this agreement to accept a position for which the agreements of the former N.Y.C., P.R.R. or N.H. permitted him to retain and accumulate his seniority shall continue to retain and accumulate supervisor seniority under this agreement provided he complies with Paragraph 7 of Article I of the Union Shop Agreement (Appendix "E").

(J) A Foreman covered by paragraphs (G), (H) or (I) may, when released from such position by other than his own voluntary action, exercise seniority as a Foreman to a position for which he is qualified within fourteen (14) days from his release, providing four (4) days notice is given to the Foreman who he desires to displace, either in his original seniority district or in the district in which he acquired seniority and his seniority in the district which he elected not to exercise seniority will be forfeited.

(K) A Foreman covered by paragraphs (G), (H) or (I), when released from such position by his own voluntary action, will forfeit all acquired seniority and only may exercise seniority in his original seniority district as a Foreman within fourteen (14) days from his release, providing four (4) days notice is given to the Foreman who he desires to displace, except that he may only exercise seniority over the most junior Foreman holding a position for which he is qualified at the point in which he elects to exercise seniority.

(L) In the event of the merger, separation or change in the geographical limits of the seniority districts established under paragraph (A) of this rule, the seniority of the employees affected thereby may only be adjusted by agreement between the Senior Director-Labor Relations and the Association.

RULE NO. 3 - SELECTION OF POSITIONS

(A) New positions, including vacation relief positions, and all vacancies, including temporary vacancies known to be of thirty (30) days or more duration, except positions exempted from placement, assignment and displacement, will be bulletined within fourteen (14) days and will be posted on all supervisory bulletin boards in the involved seniority district for a period of seven (7) days. The bulletin will show the position title, work location, prior right district, monthly rate of pay, primary duties, rest days, tour of duty and whether the position is permanent or temporary.

Note 1: The description of primary duties shall be as concise as possible; for example, it is preferable to use the phrase "Supervise enginehouse forces" rather than enumerate each specific function in detail.

Note 2: Vacation relief positions should be bulletined to include a definite assignment in accordance with Note 1 above, to cover those periods when they may not be filling vacation vacancies.

Note 3: The bulletin should contain no reference to holidays. The determination of which positions are to work on a holiday will be handled locally by appropriate notice.

Note 4: In the application of paragraphs (A) and (C) of this rule, it is intended to the extent practicable that vacancies and positions will be advertised on the first bulletin posted following the date they occur and that awards and assignments are intended to be made as soon as possible following the close of the bulletin.

Note 5: Positions advertised to perform work involving more than one standard rate of pay shall be advertised at the highest rate.

Note 6: Every effort will be made to maintain relief positions within prior right boundaries. However, if no other alternative is available and relief assignments are established covering two (2) or more prior right locations, award or displacement rights will be based on CRC seniority and not prior right seniority standing.

(B) A copy of each bulletin will be furnished the interested union representatives.

(C) Bids from Foremen must be made in writing to the official who issued the bulletin within seven (7) days after the date of posting. All furloughed prior right Foremen will be considered as automatic bidders for bulletined positions located in their prior right seniority district within the regional seniority district. All other furloughed Foremen will be considered as automatic bidders for bulletined positions located within thirty (30) miles of the location from which they were originally furloughed. The senior qualified bidder shall be awarded the position within ten (10) days after the bulletin is closed and shall be assigned thereto within fourteen (14) days after the close of the advertising bulletin. Notice of award will be posted and will be furnished the interested union representatives.

(D) Positions bulletined as temporary which later become permanent will be rebulletined as permanent positions.

(E) If a furloughed Foreman fails to report to the position awarded under paragraph (C) within fourteen (14) days after written notification thereof, except under circumstances beyond his control, he will forfeit all seniority and the position will be awarded to the next senior qualified bidder.

(F) In the exercise of seniority, an employee with prior rights shall be considered senior to any other employee not possessing prior rights to positions located on his prior right district.

(G) Positions or vacancies of less than thirty (30) days duration may be filled without bulletin in accordance with Rule 7.

(H) In the event the position or vacancy cannot be filled under the preceding paragraphs, the Company can fill the vacancy or position by appointment. First consideration will be given to Foremen in other districts who desire to take the position. The official who issued the bulletin will contact his District General Chairman who will advise if he has on file the names of any Foreman from other districts who desire the position. If there are any such Foremen, the District General Chairman will arrange to have them report immediately to the point where the vacancy exists for an interview. Pending determination of the suitability of any such applicants for the position, it may be filled under paragraph (G) of this rule.

(I) When a Foreman is awarded a bulletined position and his former position is bulletined, his application for said position will be considered only if no other applications are received therefor from other Foremen or if said Foreman has been displaced by a senior Foreman.

(J) When any of the following changes occur in a position, it will be abolished and readvertised in accordance with Paragraph "A" of this rule:

1. A change in assigned working days.
2. A change of more than one hour in assigned starting time.
3. A major change in the primary duties.
4. A change in the standard rate of pay.
5. A change in location from one shop or yard to another shop or yard.

It is understood that no position will be altered for the sole purpose of changing the incumbent thereof.

(K) (1) A Foreman holding a permanent position whose position is abolished or who is displaced or who is disqualified may, within seven (7) days after being notified, exercise his seniority to displace a junior Foreman holding a position in his seniority district. If he fails to displace a junior Foreman holding a position located within thirty (30) miles of his former position, he will forfeit all seniority. A Foreman unable to exercise seniority to displace a junior Foreman located within such

thirty (30) miles and who elects not to exercise seniority over any other junior Foreman in his seniority district shall be furloughed as a Foreman. Prior right Foremen will only forfeit seniority when they fail to exercise in their prior right district.

(2) A Foreman holding a temporary position whose position is abolished or who is displaced or who is disqualified shall, within seven (7) days after being notified, return to his former permanent position or exercise seniority to any other temporary position advertised during the period he worked the temporary position. If his former position has been abolished or permanently filled by a senior Foreman, he may exercise seniority in accordance with the preceding paragraph (1).

(L) A Foreman returning to duty after being absent due to sickness, disability, leave of absence, vacation or temporary assignment whose former position has not been abolished or permanently filled by a senior Foreman, shall within seven (7) days after returning to duty, have the choice of returning to his former position or of exercising his seniority to any position advertised during his absence. If his former position has been abolished or permanently filled by a senior Foreman, he shall exercise seniority under paragraph (K).

(M) When a Foreman is not awarded a bulletined position or permitted to displace a junior employee under paragraphs (K) or (L) of this rule because of a lack of qualifications, the District General Chairman will be advised by the Foreman's superior of the basis therefor. If the General Chairman so requests, a conference between the Foreman, his representative and management will be held to review the Foreman's qualifications. Any dispute existing after the conference may be handled under Rule 14.

(N) When a Foreman bids for and is awarded an advertised position, or obtains a position in the exercise of seniority, he shall have sixty (60) days in which to establish his ability to satisfactorily perform the duties of the position. If, after the expiration of fourteen (14) days, it becomes obvious that the Foreman will not qualify for the position he may be removed therefrom and shall exercise seniority under paragraph (K).

#### RULE NO. 4 - HOURS OF SERVICE

(A) Eight (8) hours' work, exclusive of meal period (except in continuous operations), and transfer and preparatory time, not to exceed thirty (30) minutes per day, shall constitute a day's work.

(B) The lunch period afforded Foremen shall be the same length as that assigned to the employees they supervise.

RULE NO. 5 - BASIS OF PAY AND OVERTIME

(A) Positions of Foremen, including relief positions, shall be paid in accordance with the Rate Schedule. (Appendix "A")

(B) The daily rate of pay shall be determined by multiplying the monthly rate by 12 and dividing the product by 261. The straight time hourly rate shall be determined by multiplying the monthly rate by 12 and dividing the product by 2088. The overtime rate shall be 1 and 1/2 times the straight time rate.

(C) Time worked in excess of a Foreman's assigned tour of duty, excluding transfer and preparatory time, shall be considered overtime and paid for on an actual minute basis. When the Foreman is compelled by action of the Company in the exercise of seniority to change shifts, the first tour of duty will be paid at overtime. (See Appendix "F")

(D) Wrecking service shall be paid from time ordered to leave home station until his return, all time working, waiting and traveling incident to wreck service outside of the recognized straight time hours will be paid for at the time and one-half rate except that double time will be allowed for time beyond sixteen (16) hours in the same twenty-four (24) hour period computed from the starting time of the employee's regular shift.

(E) Foremen who are required to work more than three (3) hours beyond and continuous with their regular work assignment will be allowed reasonable time off, with pay, for a meal which will be provided at the expense of the Company. Subsequent meal period will be provided at five (5) hour intervals following the termination of the preceding meal period.

(F) Foremen required to work more than three (3) hours before and continuous with their regular work assignment will be allowed reasonable time off with pay, for a meal period which will be provided at the expense of the Company.

RULE NO. 6 - REST DAYS; WORKING ON REST DAYS; CALLS;  
HOLIDAYS

(A) Each Foreman shall have two (2) days (consecutive wherever possible and practicable) of the week designated by management as his assigned rest days. Whenever possible and practicable Saturday and Sunday shall be the rest days.

(B) A Foreman shall be paid at the rate of time and one-half, with a minimum of three (3) hours, for time worked, excluding transfer time, on his rest days and on the holidays or the day observed, specified in paragraph (C). It is understood that in no event will a Foreman be entitled to more than one time and one-half payment in the application of this rule. An assignment starting on one (1) calendar day and extending into another calendar day will be considered as work performed on the day the assignment began.

(C) Each regularly assigned Foreman shall, in addition to any pay received in accordance with paragraph (B) of this rule or vacation pay, be allowed eight (8) hours at the straight time hourly rate of the position assigned for each of the following holidays or day observed, except no payment will be made to any Foreman who is off disabled or without permission on the workday preceding or the workday following any holiday that falls on the Foreman's rest day:

In the United States

In Canada

New Year's Day	New Year's Day
Washington's Birthday	Good Friday
Good Friday	Easter Monday
Decoration Day	Victoria Day
Fourth of July	Dominion Day
Labor Day	Labour Day
Thanksgiving Day	Civic Day
Day After Thanksgiving	Thanksgiving Day
Christmas Eve*	Christmas Eve*
Christmas Day	Christmas Day
New Years Eve*	New Years Eve*

\* Christmas Eve is the day before Christmas is observed. New Years Eve is the day before New Years is observed.

Note: Five (5) days advance notice will be given Foremen who are required to work on any of the above holidays. Where unforeseen conditions warrant adjustment of the required force, less than five (5) days' notice may be given.

(D) A Foreman called to work outside of the hours of his work assignment on an assigned work day not continuous with the hours of his work assignment, shall be paid for time worked at time and one-half with a minimum of three (3) hours at such rate.

(E) A Foreman attending a meeting outside of and not continuous with regular work assignment, by direction of a proper officer of the Company, shall be paid for attendance at such meeting on the actual minute basis at the straight time rate with a minimum of three (3) hours computed from the scheduled starting time of the meeting.

(F) A Foreman attending a meeting continuous with his regular assignment, by direction of a proper officer of the Company, shall be paid at the straight time rate for the time spent attending a meeting outside of his work period with a minimum of one-half hour.

**RULE NO. 7 - TEMPORARY ASSIGNMENTS**

(A) A Foreman temporarily assigned to a higher rated position shall receive the higher rate for the day or days so assigned.

(B) When a Foreman is temporarily assigned to a lower rated position his rate shall not be reduced.

(C) Vacancies which the Company desires to fill and temporary assignments of one (1) or two (2) days' duration will be offered to available, qualified employees under (1) below, and then under either (2) or (3) below:

- (1) Furloughed Foremen working in other crafts at the location and on the trick on the day or days involved in seniority order.
- (2) Regular Foremen at the location involved who have requested to participate in overtime. (The interested District General Chairman or his representative and interested local officials will agree on the distribution of overtime under this paragraph and paragraph (D) (2) of this Rule 7.)
- (3) Employees working in other crafts at the location and on the trick on the day or days involved provided their use as a Foreman does not result in their positions, or other positions in any craft assigned to similar work at the location involved, being filled at the overtime rate, except any craft position that would have been so filled if the Foreman vacancy had not occurred.

(D) Vacancies which the Company desires to fill and temporary assignments of three (3) or more days, including vacancies not filled by advertised vacation relief Foremen, will be offered to available, qualified employees under (1) below, and then under either (2) or (3) below:

- (1) Furloughed Foremen working in other crafts at the location involved in seniority order.
- (2) Regular Foremen at the location involved who have requested to participate in overtime.
- (3) Employees working in other crafts at the location involved.

(E) The term location means an enginehouse, car shop, C. T. yard or similar facility.

(F) A Foreman working an excepted position will not work as a Foreman on another tour of duty on the same calendar day (time card day) that he performs service on an excepted position.

#### RULE NO. 8 - TRAVELING TIME AND EXPENSES

Foremen required by management to leave their established headquarters to go to another point shall be paid not less than their respective rates and, in addition, shall be reimbursed for actual, necessary expenses. Foremen required to travel shall be paid at the straight time rate for such travel time except that no allowance will be paid, up to a maximum of eight (8) hours, when sleeping accommodations are provided.

#### RULE NO. 9 - REDUCTION OF FORCES

(A) When it becomes necessary to reduce the number of Foremen at any point, at least five (5) working days' notice (bulletin board notice) shall be given Foremen whose positions are to be abolished except no advance notice is required to temporarily abolish positions or reduce force in emergencies such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered in paragraph (B) below, 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 four (4) hours' pay at the applicable rate for his position.

(B) No advance notice shall be required before positions are temporarily abolished or forces are temporarily reduced where a suspension of the Company's operations in whole or in part is due to a labor dispute between the Company and any of its employees.

(C) In the restoration of forces temporarily abolished under this rule, Foremen affected will be so advised and will be returned to their former positions.

RULE NO. 10 - TRANSFERS

(A) Foremen transferring from one seniority district to another under Rule 3 (H) shall retain for displacement purpose their seniority in the seniority district from which they were first transferred.

(B) Their seniority in the seniority district to which transferred shall begin on the date of transfer and in the event they subsequently transfer to another seniority district such seniority dating in the seniority district to which previously transferred is forfeited.

(C) If they exercise displacement rights (for reasons other than being furloughed from point to which transferred) and return to the home district from which they were first transferred they shall thereafter have both bidding and displacement rights in such district and lose all seniority rights in the seniority district to which they had transferred. (In instances where displacement rights are exercised because of furlough, all seniority acquired at point to which transferred will be retained. This seniority will be forfeited if the Foreman refuses to accept a regular position bulletined at that point.)

(D) Foremen shall not be compelled to accept a permanent transfer to another seniority point or district.

(E) When assigned work is transferred from one seniority district to another, resulting in a reduction in Foremen positions, Foremen will be given consideration in filling new positions at the point to which the work is transferred if the number of Foremen position are increased at that point to care for the increased work. Foremen electing to follow the work shall have their seniority dovetailed on the roster to which transferring. If such employee accepts a transfer for which a change in residence is required, he will be reimbursed for all moving expenses in accordance with Section 10 the Washington Job Protection Agreement of May 1936.

RULE NO. 11 - COMMITTEEMEN

The Company shall not discriminate against any Foreman who represents the Foremen coming under this agreement. Leaves of absence shall be granted for such purpose and free rail transportation, consistent with the pass rules of the Company, shall be provided.

The various chairmen and committees as referred to in these rules are the representatives designated by the Association.

Where practicable, conferences between local officials and representatives will be held during regular working hours without loss of regular pay to such representatives.

RULE NO. 12 - LEAVE OF ABSENCE

(A) A Foreman shall be granted leave of absence for personal reasons when the requirements of the service will permit. If leave is desired for more than thirty (30) days he must make written application to the Division Mechanical Superintendent (Shop Supt) and the leave of absence, if granted, shall be in writing and copy thereof given to the committee.

(B) If renewal is desired, written application in accordance with the foregoing requirements shall be made prior to the expiration of the leave of absence previously granted.

(C) A Foreman who engages in other work while on leave of absence shall forfeit his seniority unless special arrangements have been made with the proper official and the District General Chairman or District Chairman.

RULE NO. 13 - VACATIONS

(A) Each regularly assigned Foreman who has less than seventeen (17) continuous years of service with the Company shall receive an annual vacation of fifteen (15) work days with pay after he has completed one (1) year of service as a regular or relief Foreman.

(B) Each regularly assigned Foreman who has seventeen (17) to twenty-five (25) years of continuous service with the Company shall receive an annual vacation of twenty (20) work days with pay after he has completed one (1) year of service as a regular or relief Foreman.

(C) Each regularly assigned Foreman who has twenty-five (25) or more years of continuous service with the Company shall receive an annual vacation of twenty-five (25) work days with pay after he has completed one (1) year of service as a regular or relief Foreman.

(D) Vacations shall be assigned between January 1 and December 31 and due regard consistent with the requirements of the service shall be given to the desires and preference of the Foremen in seniority order when arranging vacation schedules.

Vacations may be split into not less than five (5) consecutive work day periods.

(E) If a Foreman's status is terminated for any reason whatsoever, including, but not limited to death, retirement, resignation, discharge, non-compliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay for vacation not received in the year of such termination and regular Foremen who retire or die on or after May 31, will be allowed compensation in lieu of vacation for the succeeding year. If a Foreman entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

(F) A Foreman having a regular assignment will be paid while on vacation the compensation of such assignment.

(G) Payment in lieu of vacation will be made not later than the first payroll period in January of the following year.

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

(I) No Foreman shall be entitled to more vacation in any calendar year than that provided in paragraphs (A), (B) or (C) of this rule.

(J) As outlined in Appendix "C".

#### RULE NO. 14 - CLAIMS AND GRIEVANCES

(A) Any claim or grievance arising under the terms of this agreement must be presented in writing to the Division Mechanical Superintendent, Shop Superintendent, or other designated officer, within thirty (30) calendar days from date of occurrence upon which such claim or grievance is based. Decision of the Division Mechanical Superintendent, Shop Superintendent, or other designated officer to whom presented shall be made within thirty (30) calendar days in writing. If the decision is not acceptable, subsequent successive appeals to the Manager-Labor Relations and the Senior Director-Labor Relations must be made in writing within thirty (30) days from the date of previous decision. Decisions by the Manager-Labor Relations and Senior Director-Labor Relations will be made within thirty (30) days from the date the claim is discussed. If the decision is not made within the time limits specified, the claim will be allowed to the extent of monetary loss sustained by the Claimant.

(B) When the claim is allowed, the interested Foreman and duly accredited representative shall be advised, in writing, the amount involved and the payroll on which the payment will be made.

(C) The decision of the Senior Director-Labor Relations shall be made in writing and shall be considered final and binding unless within thirty (30) days thereafter he is notified in writing that the decision is not acceptable. Subsequent handling must be instituted within six (6) months from date of said official's decision.

(D) Any claim or grievance not appealed in accordance with the provisions of this rule shall be deemed to have been abandoned.

(E) The District General Chairman and one (1) Local Committeeman will be made whole for loss of straight time earnings when discussing cases listed at the scheduled monthly meeting with the Manager-Labor Relations.

(F) An Ex Parte Submission shall be prepared by the Association on each case prior to discussion with the Senior Director-Labor Relations.

#### RULE NO. 15 - DISCIPLINE

(A) When a major offense has been committed a Foreman suspected by the Company to be guilty thereof may be held out of service pending hearing and decision.

(B) A Foreman who has been in the Company's service as such sixty (60) calendar days or longer and against whom the Company has preferred specific charges in writing, shall not be disciplined or dismissed without a hearing at which he shall be permitted to have a representative or representatives of his choosing and witnesses to testify on his behalf. Copy of this notice will be furnished to the District General Chairman. The accused Foreman or his representatives shall be permitted to question witnesses insofar as the interests of the accused Foreman are involved. The hearings shall begin within thirty (30) calendar days from the date of the Company's first knowledge of the occurrence or offense. Copy of the hearing transcript shall be given to the accused Foreman and his representative if he was so represented. Decision shall be given in writing to the Foreman with a copy to the interested General Chairman within twenty (20) calendar days after the close of the hearing.

The time limits of this paragraph may be extended by mutual agreement between the Foreman or his representative and management which shall not be unreasonably withheld by either party.

(C) (1) If the discipline to be imposed is suspension, the period of suspension shall be deferred if within the succeeding six (6) month period following notice of discipline the accused employee does not commit another offense for which discipline is subsequently imposed.

(2) If, within such succeeding six (6) month period, the employee commits one or more offenses for which discipline is subsequently imposed, the initial suspension shall be served and suspensions resulting from offenses committed during the six (6) month period shall not be deferred. However, should the employee be disciplined by suspension for an offense committed subsequent to a six (6) month period, the first such occurrence shall be the basis for the succeeding six (6) month period referred to in paragraph (C) (1) of this rule.

(3) If the discipline is suspension, the time the employee is held out of service shall be:

(a) Considered part of the period of suspension for the offense if the suspension is served.

(b) Considered time lost without compensation if the suspension is not served.

(D) If the decision is not satisfactory to the Foreman, appeal in writing may be taken successively to the Manager-Labor Relations and Senior Director-Labor Relations, provided such appeals are made in writing within thirty (30) calendar days from the date of previous decision.

(E) The decision of the Senior Director-Labor Relations shall be considered final and binding unless within sixty (60) calendar days thereafter he is notified in writing that the decision is not acceptable. Subsequent handling must be instituted with six (6) months from the date of such decision.

(F) Appeals not handled in accordance with the provisions of this rule shall be deemed to have been abandoned.

(G) If the original decision or any appeal decision holds that the Foreman was unjustly suspended or dismissed, his record will be changed accordingly and he shall be reinstated with seniority right unimpaired and compensated for wage loss sustained, if any, less the amount earned in other employment.

Note 1: Neither Rule 14 or 15 attempts to obligate the Company to refuse permission to a Foreman to present his own claim or grievance or represent himself in a hearing involving charges against him or to have representation of his choosing in any case. The effect of these rules is to recognize the rights of the Foreman as an individual and at the same time to require that the authorized committee or its accredited representative be permitted to be a party to all conferences or hearings between the involved Foreman and the representative of the Company.

Note 2: In the M. of W. Department, the Division Engineer is substituted for the Division Mechanical Superintendent.

#### RULE NO. 16 - SICK ALLOWANCE

(a) There is hereby established a nongovernmental plan for sickness allowance supplemental to the sickness benefit provisions of the Railroad Unemployment Insurance Act as now or hereafter amended. It is the purpose of this sick leave rule to supplement the sickness benefits payable under the Act and not to replace or duplicate them.

(B) Each regularly assigned Foreman who is unable to perform work due to sickness (not including pregnancy) or injury (except injuries covered under Article VI of the September 23, 1971 Agreement) will be granted a supplemental allowance for the following number of working days, excluding the first work day of each disability, in a calendar year after completion of the specified continuous years of service with the Company:

Years of Service      Sick Allowance

1	5 days
2	10 days
10	15 days
15	20 days
20	30 days
25	40 days
30	50 days

Note: See Appendix "D"

(C) The supplemental allowance to be paid will be equal to 80 percent of the Foreman's daily straight time compensation less the maximum daily sickness allowance which the Foreman will be paid, or could be paid, if proper claim were made by said Foreman, under the Railroad Unemployment Insurance Act. In computing such supplemental allowance, only the period during which the Foreman is accorded sick allowance as provided in this rule will be considered. The employee's anniversary date shall determine employee's sick allowance as shown in paragraph (B) above. A sickness commencing in one calendar year and continuing into the next calendar year will be paid in accordance with sick allowance due in the calendar year the disability began.

(D) No allowance will be made under this rule for any day on which the Foreman is entitled to compensation under any other rule or agreement.

(E) Payment in cases of known bona fide disability should be made currently by the local authorized officer in accordance with proper accounting department procedures. In cases of doubt, the Foreman may be required to prove, preferably in the form of a Doctor's certificate, that the sickness or injury is bona fide.

(F) Any Foreman falsely claiming sickness or injury will be subject to discipline.

(G) All previous sick pay rules or policies, however established, are cancelled with the adoption of this rule.

(H) The first work day exclusion of each disability in paragraph (B) shall not apply to employees who had Foreman seniority prior to April 1, 1976.

RULE 17 - PERSONAL LEAVE

A maximum of two (2) days of personal leave will be provided on the following basis:

(A) Each regularly assigned Foreman who has qualified for or received vacation in each of eight (8) calendar years shall be entitled to one (1) day of personal leave in subsequent calendar years.

(B) Each regularly assigned Foreman who has qualified for or received vacation in each of seventeen (17) calendar years shall be entitled to two (2) days of personal leave in subsequent calendar years.

(C) Personal leave days provided above may be taken upon forty-eight (48) hours' advance notice from the employee to the proper Company officer; provided, however, such days may be taken only when consistent with the requirements of the Company's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of personal leave days before the end of that year.

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

(E) The personal leave days shall be forfeited if not taken during each calendar year. The Company shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The company will have the right to distribute work on a position vacated among other employees covered by this agreement.

RULE 18 - COURT OR JURY DUTY

(A) When a regularly assigned Foreman is required to perform jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation. A regularly assigned Foreman on extended jury duty will be allowed this difference if he will periodically present to his supervisor a court certificate indicating the days served and the amount he is entitled to receive from the court.

(B) A Foreman attending court, inquest or investigation by direction of the Company shall not be required to suffer a loss in compensation thereby. Witness fees, mileage fees and all other expenses shall be paid by the Company.

#### RULE NO. 19 - BEREAVEMENT LEAVE

Bereavement leave, not in excess of three (3) calendar days, following the date of death will be allowed in case of death of a Foreman's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Foremen involved will make provision for taking leave with their supervisor. Any restrictions against blanking jobs or realigning forces will not be applicable when a Foreman is absent under this provision.

#### RULE NO. 20 - WRECKMASTERS

(A) It is recognized that the primary duties of wreckmasters are of an emergency nature and that such Foreman must of necessity hold themselves subject to call whether on or off duty. Therefore, the Company shall, to the extent that may be practicable, reasonable or possible, make suitable arrangement to the end that wreckmasters may be free from call at intervals during each month. Due notice of the hours they will be excused from call to be given the wreckmasters in order that they may formulate their plans for attending to social or personal affairs.

(B) Any direct supervision of M. of E. employees in wrecking operations will be performed by Foremen represented by this agreement.

#### RULE 21 - BOARD OF DOCTORS

When an employee has been removed from his position on account of his physical condition and the General Chairman 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 General Chairman shall bring the case to the attention of the Senior Director-Labor Relations. The Senior Director-Labor Relations and the General Chairman shall each select a doctor to represent them, each notifying the other of the name and address of the doctor selected. The two (2) doctors thus selected shall confer and appoint a third doctor.

Such Board of Doctors shall fix a time and place for the employee to meet them. After completion of the examination they shall make a full report in triplicate, one (1) copy to be sent to the Senior Director-Labor Relations, one (1) copy to be sent to the Medical Director, and one (1) copy to be sent to the General Chairman.

The decision of the Board of Doctors setting forth the employee's physical fitness and their conclusions as to whether he meets the requirements of the Company's physical examination policy 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 Director-Labor Relations. In the event of a future physical change in the condition of the employee, either the Senior Director-Labor Relations or the General Chairman may at a later time begin proceedings for further examination of the employee by another Board of Doctors.

The doctors selected for a Board 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 (1) day.

The Company and the Association shall each defray the expenses of their respective appointees. At the time their report is made, a bill for the fee and traveling expenses, if there are any, of the third appointee should be made in duplicate one (1) copy to be sent to the Company Medical Director and one (1) copy to the General Chairman. The Company and the Association shall each pay one-half of the fee and traveling expenses of the third appointee.

#### RULE NO. 22 - INCAPACITATED SUPERVISORS

Efforts shall be made in cooperation with local committee to furnish supervisory employment suited to their capacity to Foremen who have given long and faithful service in the employ of the Company and who become physically unable to continue in their positions.

This rule will not be applied so as to adversely affect the efficiency of the service nor cause extra expense to the Company.

#### RULE NO. 23 - FURNISHING COPIES OF AGREEMENT

Conrail will provide the General Chairman with sufficient copies of the Schedule Agreement for distribution to the employees.

**RULE NO. 24 - RAIL TRANSPORTATION**

Foremen and their dependents shall be given the same consideration in the granting of free rail transportation as is granted other employees holding comparable positions in conformity with Company policy and the regulations of the Interstate Commerce Commission.

**RULE NO. 25 - AUTOMOBILE ALLOWANCE**

Foremen requested by the Company, and agreeable to the individual, to use their private automobiles in the performance of their duties for the Company will be allowed a mileage allowance for such use in accordance with the standard practice of the Company.

**RULE NO. 26 - TERMINATION OF SENIORITY**

The seniority of any employee whose seniority is established after March 12, 1987 and who is furloughed from employment with the Company for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

The "365 consecutive days" shall exclude any period during which a furloughed employee receives compensation pursuant to an I.C.C. employee protection order or an employee protection agreement or arrangement.

**RULE NO. 27 - LOCKER AND TOILET FACILITIES**

Foremen locker rooms and toilets will be kept in good repair and in a clean, dry and sanitary condition.

A place will be provided in locker rooms for the posting of notices affecting employees covered by this agreement.

**RULE NO. 28 - NON-DISCRIMINATION**

(A) The parties to this Agreement pledge to comply with Federal and State Laws dealing with non-discrimination against any employee. This obligation to not discriminate in employment includes, but is not limited to, placement, upgrading, transfer, demotion, rates of pay or other forms of compensation, selection for training, including apprenticeship, lay-off or termination.

(B) Wherever the words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply.

RULE NO. 29 - DURATION AND REVISION

The Agreement, which includes the Appendices reflects all rules in effect as of January 1, 1994, and shall remain in full force and effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Philadelphia, PA, this 20th day of April, 1994.

UNITED RAILWAY SUPERVISORS  
ASSOCIATION

C. L. Boyer  
C. L. Boyer  
General Chairman

D. J. Broadbent  
D. J. Broadbent  
General Chairman

A. F. Butterbaugh  
A. F. Butterbaugh  
General Chairman

J. O. McGill  
J. O. McGill  
General Chairman

R. C. Skocich  
R. C. Skocich  
General Chairman

B. G. Stout  
B. G. Stout  
General Chairman

E. J. Zaldaris  
E. J. Zaldaris  
General Chairman

R. F. Zwolenik  
R. F. Zwolenik  
General Chairman

CONSOLIDATED RAIL CORPORATION

R. E. Swert  
R. E. Swert  
Vice President-Labor Relations

RATE SCHEDULE

Effective May 1, 1994

<u>POSITION</u>	<u>MONTHLY RATE</u>	<u>DAILY EQUIVALENT</u>
Supervisor of Mechanics Locomotive Department	\$ 2,963.22	\$ 136.24
Car Department		
Wreck Foreman or Wreckmaster	2,963.22	136.24
Car Shop	2,943.65	135.34
C.T. or Train Yard	2,924.07	134.44
Power Plant, Garage, Maintenance	2,963.22	136.24
Supervisors of other than Mechanics	2,629.14	120.88
Altoona Material Management	2,726.80	125.37

DIFFERENTIAL

A \$10.00 monthly differential will be added to the applicable standard monthly rate to Foremen who are required on a regular basis to supervise other Foremen.

ENTERING RATES

Employees entering service on and after April 1, 1987, shall be paid as follows for all service performed on positions covered by this agreement within the first sixty (60) calendar months of service:

(a) For the first twelve (12) calendar months of employment, new employees shall be paid 75% of the applicable rates of pay (including COLA).

(b) For the second twelve (12) calendar months of employment, such employees shall be paid 80% of the applicable rates of pay (including COLA).

(c) For the third twelve (12) calendar months of employment, such employees shall be paid 85% of the applicable rates of pay (including COLA).

(d) For the fourth twelve (12) calendar months of employment, such employees shall be paid 90% of the applicable rates of pay (including COLA).

(e) For the fifth twelve (12) calendar months of employment, such employees shall be paid 95% of the applicable rates of pay (including COLA).

(f) All continuous service with the Company shall be considered in determining periods of employment under this rule.

(g) Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension, or dismissal shall not count toward completion of the sixty (60) month period.

MEMORANDUM OF UNDERSTANDING IN CONNECTION WITH THE SCHEDULE AGREEMENT SIGNED APRIL 20, 1994 BETWEEN CONSOLIDATED RAIL CORPORATION AND THE UNITED RAILWAY SUPERVISORS ASSOCIATION

1. The following agreements continue to apply:
  - A. Article VI of the Agreement of September 23, 1971, as amended by Article VI of the February 7, 1979 Agreement, establishing Off Track Vehicle Insurance.
  - B. The September 15, 1985 Definitive Agreement.
  - C. Article IV of the March 12, 1987 Agreement covering intermodal service.
  - D. The Agreement of November 5, 1991 covering wages, cost-of-living, health and welfare, etc.
  
2. To the extent that certain lines of railroad not conveyed to the Consolidated Rail Corporation are operated by Consolidated Rail Corporation for a State or other financially responsible person, the provisions of this Agreement shall apply thereon. This Agreement does not apply on any property being operated as a subsidiary.

UNITED RAILWAY SUPERVISORS  
ASSOCIATION

C. L. Boyer  
C. L. Boyer  
General Chairman

D. J. Broadbent  
D. J. Broadbent  
General Chairman

A. T. Butterbaugh  
A. T. Butterbaugh  
General Chairman

J. O. McGill  
J. O. McGill  
General Chairman

R. C. Skocich  
R. C. Skocich  
General Chairman

B. G. Stout  
B. G. Stout  
General Chairman

E. J. Zydaris  
E. J. Zydaris  
General Chairman

R. F. Zwolenik  
R. F. Zwolenik  
General Chairman

CONSOLIDATED RAIL CORPORATION

R. E. Swert  
R. E. Swert  
Vice President-Labor Relations

MEMORANDUM OF UNDERSTANDING BETWEEN CONSOLIDATED RAIL CORPORATION AND THE UNITED RAILWAY SUPERVISORS ASSOCIATION CONCERNING THE APPLICATION OF RULE 13 - VACATIONS

1. A regularly assigned Foreman who has not completed one (1) year of service as a Foreman but who is entitled to vacation earned under another agreement will be paid the rate of his regular Foreman position while observing such vacation.

Example: Pete Moss had eight (8) years' service as a trackman when he was first promoted to Foreman on March 2, 1991. He is scheduled to take his vacation for the year 1991 in June, while still working as a Foreman. If he meets the requirements of the craft agreement, he will get two (2) weeks' vacation under that agreement, but at the Foreman's rate of pay.

2. A Foreman exercising seniority under another agreement will be entitled to vacation benefits under the terms of such other agreement. However, time worked as a Foreman will be counted in determining qualifications for vacation benefits under such other agreement.

Example: B. A. Sport, entered service as a shop mechanic on July 30, 1976, worked all of 1990 as a Foreman. On January 2, 1991 he exercised his Shop Mechanic seniority where he remained throughout the year. He must qualify for any vacation during 1991 under the craft agreement, except that the compensated service requirements in the preceding years may be fulfilled by working as a Foreman as well as working in the craft. If all requirements are met, he would receive three (3) weeks' vacation at the shop mechanic rate during the year 1991.

3. The "one (1) year of service as a regular or relief Foreman" requirement may be satisfied on an accumulative basis.


Example: Bull Dozer entered service January 23, 1985, was promoted to Foreman March 1, 1985, and exercised his craft seniority (6) months later. He again became a Foreman on January 1, 1988, and worked as such for the entire year. Bull would qualify for three (3) weeks' vacation under the URSA Agreement at the Foreman's rate of pay during the year 1988 after completing one (1) year's service in that rank on July 1st.


4. The "years of continuous service" requirement is calculated on the basis of the Foreman's anniversary date.


**Example:** Al Tuna entered service July 6, 1974 and was promoted to Foreman August 1978. During the calendar year 1991, he was entitled to the fourth week vacation after July 6th, his 17th anniversary date.

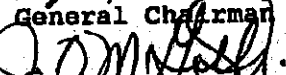
Signed at Philadelphia, PA, this 20th day of April, 1994.


UNITED RAILWAY SUPERVISORS  
ASSOCIATION

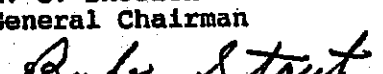
  
C. L. Boyer  
General Chairman


  
D. J. Broadbent  
General Chairman


  
A. T. Butterbaugh  
General Chairman

  
J. O. McGill  
General Chairman

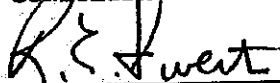
  
R. C. Skocich  
General Chairman

  
B. G. Stout  
General Chairman

  
E. J. Zaldaris  
General Chairman

  
R. W. Zwolenik  
General Chairman

CONSOLIDATED RAIL CORPORATION

  
R. E. Swert  
Vice President-Labor Relations

MEMORANDUM OF UNDERSTANDING BETWEEN CONSOLIDATED RAIL CORPORATION AND THE UNITED RAILWAY SUPERVISORS ASSOCIATION CONCERNING THE APPLICATION OF RULE 16 - SICK ALLOWANCE

1. The provisions of Rule 16 will not prevent any Division General Manager or comparable officer from extending, at his sole discretion, sick allowance in excess of the maximum contained in the rule.

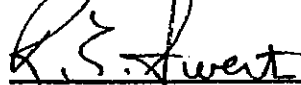
2. In instances where a Foreman consistently over a period of years is paid substantial sick allowance each year the union representative will investigate and take any necessary action to avoid abuse of this rule.

Signed at Philadelphia, PA, this 20th day of April, 1994

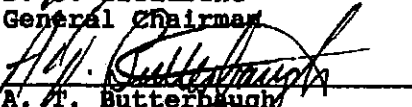
UNITED RAILWAY SUPERVISORS ASSOCIATION

CONSOLIDATED RAIL CORPORATION


  
C. L. Boyer  
General Chairman

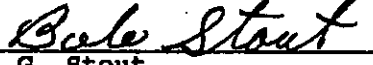
  
R. E. Swert  
Vice President-Labor Relations


  
D. J. Broadbent  
General Chairman

  
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R. C. Skocich  
General Chairman

  
B. G. Stout  
General Chairman

  
E. J. Zaidaris  
General Chairman

  
R. F. Zwolenik  
General Chairman

THIS AGREEMENT by and between Consolidated Rail Corporation and the United Railway Supervisors Association was effective November 30, 1989.

IT IS AGREED:

ARTICLE I--UNION SHOP

1. Subject to the terms and conditions hereinafter set forth all employees of the Company who are covered by all rules and working conditions Agreement between the Company and the union and while assigned to positions which come within the Scope of that Agreement shall, as a condition of their continued employment subject to such Agreement, be governed by the following:

2. An employee in the service of the Company on the effective date of this Agreement, who is on such a date a member of the union through voluntary membership, will satisfy the requirements of Paragraph 1 hereof by retaining such membership during the period he is assigned to a position referred to in Paragraph 1 hereof, or during the period this Agreement remains in effect, whichever is shorter.

3. An employee assigned to a position included within the Scope of this Agreement, as provided in Paragraph 1 hereof, in the service of the Company on the effective date of this Agreement, who is not on such date a member of the union, will satisfy the requirement of Paragraph 1 hereof by acquiring membership in the union within sixty (60) calendar days of the effective date of this Agreement and thereafter retains membership during this period he is assigned to a position referred to in Paragraph 1 hereof, or during the period this Agreement remains in effect, whichever is shorter.

4. A person not in the service of the Company on the effective date of this Agreement and who thereafter is assigned to a position included within the Scope of this Agreement, as provided in Paragraph 1 hereof, will satisfy the requirements of that paragraph by acquiring membership in the union within sixty (60) calendar days of the date such employee is assigned to such position and by thereafter retaining membership during the period such employee is assigned, or during the period this Agreement remains in effect, whichever is shorter.

5. Nothing in this Agreement 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 membership is denied or terminated for any reason other than the failure of the employee to tender periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the union. The dues, initiation fees, and assessments referred to herein means indebtedness accruing for these items following the effective date of this Agreement.

6. Every employee, as referred to in Paragraph 1 hereof, shall be considered by the Company either to be a member of the union as provided for herein, or as having been denied membership in the union signatory hereto, unless the Company is advised to the contrary in writing by the union. The union shall be responsible for initiating action to enforce the terms of this Agreement.

7. (a) An employee covered by this Agreement who leaves a position after November 30, 1989, to accept an official or excepted position shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and accumulate seniority.

(b) An employee covered by this Agreement who accepted an official or excepted position prior to December 1, 1989, shall retain current seniority but shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.

(c) An official or excepted employee whose payments are delinquent shall be given a written notice by the union of the amount owed. If the delinquency is not cured, the procedures contained in Paragraphs 11, 12, and 13 shall be applicable.

8. An employee furloughed due to reduction of force, or who is off duty by reason of sickness, or leave of absence who retains and/or accumulates seniority under the provisions of the rules and working conditions agreement will not have such seniority terminated by reason of any of the provisions of this Agreement.

9. The seniority status and rights of an employee furloughed to serve in the Armed Forces shall not be terminated by reason of any of the provisions of this Agreement.

10. An employee retired on disability annuity under the Railroad Retirement Act at an age earlier than sixty-five (65) and who retains seniority until he reaches the age of sixty-five (65) shall not have his seniority status and rights terminated by reason of any of the provisions of this Agreement.

11. (a) The union shall be responsible for filing notice with the Company concerning an employee who has failed to comply with the membership requirements of this Agreement, and unless notified to the contrary by the union, an employee will be considered by the Company as having fulfilled the requirements of this Agreement.

(b) The designated official of the union will furnish to the appropriate Manager-Labor Relations written notice, in duplicate, showing the name, title, roster number, and seniority district of each employee who has failed to comply with the membership requirements of this Agreement.

12. (a) Within five (5) calendar days from date the Manager-Labor Relations receives notice provided for in Paragraph 11 (b), the Manager-Labor Relations shall transmit the designated official's notice to the employee named therein, and furnish to the designated official a copy of the transmittal letter.

(b) An employee will be considered notified if the designated official's notice has been sent to his last known address through certified United States mail with return receipt requested.

(c) Fifteen (15) calendar days from the date the Manager-Labor Relations mailed the notice to the employee, as provided in Paragraph 12 (a) hereof, the said employee's seniority under this Agreement shall be terminated, unless notice is withdrawn by the union in the interim, or request for hearing is filed by the employee in accordance with the provisions of Paragraph 13 (b) hereof.

13. (a) Rules pertaining to discipline and appeals of the rules and working conditions Agreement between the Company and the union, are inapplicable to the termination of seniority provided for in this Agreement.

(b) An employee notified in accordance with the provisions of Paragraph 12 (a), that he has failed to comply with membership provisions of this Agreement, may file a written request with his Manager-Labor Relations for a

hearing; to receive consideration, such request must be received by the Manager-Labor Relations within ten (10) calendar days from the date the Manager-Labor Relations mailed the notice to employee.

Receipt by the Manager-Labor Relations of notice from an employee that he wishes to dispute the charge that he has failed to comply with the membership requirements of this agreement shall operate to stay action on the termination of his seniority pending final decision for a period of (10) ten days thereafter. In any event, such termination will not be required to be effective until such time as a qualified employee for him is available through the normal process, but in no event shall such period exceed thirty (30) days from date of final decision.

(c) The hearing referred to in Paragraph 13 (b) shall be held within ten (10) calendar days from the date request is received by the Manager-Labor Relations; the employee shall be notified of the place and time fixed for the hearing and copy of such notification shall be furnished the designated official, and the union may be represented at the hearing.

Such hearing shall be confined exclusively to the question of the employee's compliance with the membership provisions of this Agreement. The employee will be required at this hearing to furnish substantial proof of his compliance with the provisions of this Agreement.

(d) The decision of the Manager-Labor Relations shall be rendered within five (5) calendar days of the hearing and shall be final, unless appeal therefrom is taken as provided in Paragraph 13 (f) hereof. The designated official shall be furnished with a copy of the decision.

(e) When the Manager-Labor Relation's decision confirms findings that the employee failed to comply with the provisions of this Agreement, such employee's seniority under this Agreement shall be terminated five (5) calendar days after date of Manager-Labor Relation's decision, except receipt by the Manager-Labor Relations of notice of appeal as provided in Paragraph 13 (f) hereof, shall operate to stay action on the termination of such employee's seniority pending final decision. In any event, such termination will not be required to be effective until such time as a qualified employee is available for him through the normal

processes, but in no event shall such period exceed thirty (30) days from date of final decision.

(f) In the event either the employee or the union desires to dispute the decision of the Manager-Labor Relations and so advises the Manager-Labor Relations, in writing, within ten (10) calendar days from the mailing date of the Manager-Labor Relation's notice, such dispute shall be submitted to a neutral arbitrator, to be selected by the National Mediation Board, whose decision as to whether or not the employee has complied with the membership requirements of this agreement shall be final and binding. All fees, salary and expenses of the neutral arbitrator shall be borne equally by the Company and the union.

14. Employees whose services are terminated for non-compliance with the provisions of this Agreement shall be regarded as having terminated their employee relationship for all vacation purposes.

15. An employee dropped from the service account of non-compliance with the provisions of this Agreement shall not thereafter be restored to the service except as a new employee, or except as provided for in Paragraph 16 hereof.

16. If any employee is released from the service for non-compliance with the provisions of this Agreement and such release is subsequently determined to be improper, unlawful or unenforceable, the employee shall be returned to service without impairment of seniority rights.

17. (a) Neither this Agreement nor any provision contained herein shall be used in any manner whatsoever as a basis for a grievance or time or money claim by or on behalf of any employee against the Company; nor shall any provision of any other agreement between the parties hereto be used as a 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 Agreement or upon an alleged violation, misapplication or non-compliance with any provision of this Agreement.

(b) In the event that seniority in the craft covered by this Agreement is terminated under the provisions of this Agreement, and such termination of seniority is subsequently determined to be improper, unlawful, or un-enforceable, the employee whose seniority was so

terminated shall be returned to service in said craft without impairment of seniority rights and the union shall indemnify and save harmless the Company against any and all liability, including wage loss, arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment.

ARTICLE II--DUES DEDUCTION

1. Subject to the conditions herein set forth, the Company will withhold and deduct from wages due employees represented by the United Railway Supervisors Association amounts equal to periodic dues, initiation fees and assessments (not including fines and penalties, nor insurance premiums unless included in the periodic dues) uniformly required as a condition of acquiring or retaining membership in the union.

2. No such deduction shall be made except from the wages of an employee who has executed and furnished to the Company a written assignment, in the manner and form herein provided, of such periodic dues, initiation fees and assessments. Such assignment shall be on the form specified in Attachment "A" hereto and shall, in accordance with its terms, be irrevocable for one (1) year from the date of its execution, or upon the termination of this Agreement, or upon the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner. Current wage deduction assignments executed under former railroad agreements will continue in effect.

3. Additions or deletions of names, or changes in amount, shall hereafter be furnished the Director-Payroll Operations, by the union, using a typewritten deduction list in the form and containing such information as is specified in Attachment "B" hereto, on or before the 20th day preceding the month in which the deduction will be made.

4. Deductions as provided for herein will be made monthly by the Company from wages due employees for the first biweekly pay period (or corresponding period for those paid on a weekly basis) which end in each calendar month and the Company will pay, by draft, to the order of the union the total amount of such deductions on or before the last day of the month following the month in which such deductions are made. With said draft the Company shall return to the union a listing identifying the deductions made and not made containing a computation of the sum withheld.

5. No deduction will be made from the wages of any employee who does not have due to him for the pay period specified an amount equal to the sum to be deducted in accordance with this Agreement, after all deductions for the following purposes have been made:

- (a) Federal, State, and Municipal Taxes;
- (b) Supplemental Pension;
- (c) Other deductions required by law, such as garnishment and attachment;
- (d) Amounts due company
- (e) Contributions to Voluntary Relief Department

6. Responsibility of the Company under this Agreement shall be limited to remitting to the union amounts actually deducted from the wages of employees pursuant to this Agreement 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.

7. An employee who has executed and furnished to the Company an assignment may revoke said assignment by executing the revocation form specified herein within fifteen (15) days after the end of the year, but if the employee does not so revoke the assignment it shall be considered as re-executed and may not be revoked for an additional period of one (1) year, unless within such year this Agreement or the rules and working conditions agreement between the parties hereto is terminated, and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until the employee shall execute a revocation form within fifteen (15) days after the end of any such year. Revocations of assignments shall be in writing and on the form specified in Attachment "C" hereto. Attachment A, B and C shall be reproduced and furnished as necessary by the union without cost to the Company. The union shall assume the full responsibility for the procurement of the execution of said forms by employees, and for the delivery of said forms to the Company. Assignment and revocation of assignment forms shall be delivered with the deduction list herein provided for, to the Company not later than the 20th of the month preceding the month in which the deduction or termination of deduction is to become effective.

8. No part of this Agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employee; and no part of this or any other agreement between the Company and the unions shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication of, or noncompliance with, any part of this Agreement.

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

This Agreement became effective November 30, 1989, and shall remain in effect until changed or modified in accordance with the Railway Labor Act, as amended.

Signed at Philadelphia, PA, this 20th day of April, 1994.

UNITED RAILWAY SUPERVISORS  
ASSOCIATION

C. L. Boyer  
C. L. Boyer  
General Chairman

D. J. Broadbent  
D. J. Broadbent  
General Chairman

A. T. Butterbaugh  
A. T. Butterbaugh  
General Chairman

S. O. McGill  
S. O. McGill  
General Chairman

R. C. Skocich  
R. C. Skocich  
General Chairman

B. G. Stout  
B. G. Stout  
General Chairman

E. J. Zaldaris  
E. J. Zaldaris  
General Chairman

R. F. Zwolenik  
R. F. Zwolenik  
General Chairman

CONSOLIDATED RAIL CORPORATION

R. E. Swert  
R. E. Swert  
Vice President-Labor Relations

---

WAGE DEDUCTION AUTHORIZATION

CONSOLIDATED RAIL CORPORATION AND  
THE UNITED RAILWAY SUPERVISORS'  
ASSOCIATION

---

DIVISION

---

EMPLOYEE NUMBER

---

PRINT NAME (LAST NAME, FIRST NAME, MIDDLE INITIAL)

---

WORK LOCATION

---

HOME ADDRESS (STREET AND NUMBER, CITY, STATE, ZIP CODE)

---

DIRECTOR-PAYROLL OPERATIONS  
CONSOLIDATED RAIL CORPORATION

I HEREBY ASSIGN TO THE UNITED RAILWAY SUPERVISORS'  
ASSOCIATION THAT PART OF MY WAGES NECESSARY TO PAY  
INITIATION FEES, PERIODIC DUES, AND ASSESSMENTS (NOT  
INCLUDING FINES AND PENALTIES) AS CERTIFIED TO THE COMPANY  
BY THE UNION AS PROVIDED IN THE DEDUCTION AGREEMENT, ENTERED  
INTO BY THE COMPANY AND THE UNION ON FEBRUARY 7, 1979, AND  
AUTHORIZE THE COMPANY TO DEDUCT SUCH SUM FROM MY WAGES AND  
PAY IT OVER TO THE UNION IN ACCORDANCE WITH THE DEDUCTION  
AGREEMENT.

---

DATE

SIGNATURE

LODGE NUMBER

---



WAGE ASSIGNMENT REVOCATION

CONSOLIDATED RAIL CORPORATION AND  
THE UNITED RAILWAY SUPERVISORS'  
ASSOCIATION

DIVISION

EMPLOYEE NUMBER

PRINT NAME (LAST NAME, FIRST NAME, MIDDLE INITIAL)

WORK LOCATION

HOME ADDRESS (STREET AND NUMBER, CITY, STREET, ZIP CODE)

DIRECTOR-PAYROLL OPERATIONS  
CONSOLIDATED RAIL CORPORATION

EFFECTIVE IN THE NEXT CALENDAR MONTH, I HEREBY REVOKE  
THE WAGE ASSIGNMENT AUTHORIZATION NOW IN EFFECT ASSIGNING  
TO THE UNION THAT PART OF MY WAGES NECESSARY TO PAY  
INITIATION FEES, PERIODIC DUES, AND ASSESSMENTS, AND I  
HEREBY CANCEL THE AUTHORIZATION.

DATE

SIGNATURE

LODGE NUMBER

MEMORANDUM OF UNDERSTANDING BETWEEN CONSOLIDATED RAIL CORPORATION AND THE UNITED RAILWAY SUPERVISORS ASSOCIATION CONCERNING THE APPLICATION OF WRECKMASTER QUALIFICATIONS FOR VACATION RELIEF POSITIONS AND APPLICATION OF OVERTIME TO RELIEF POSITIONS WITH VARIED TOUR.

1. Vacation relief positions will not require wreckmaster qualifications. However, it is understood that in an instance where the vacation relief man is not qualified as a wreckmaster and another Foreman is assigned to the vacationing wreckmaster's position the vacancy of the other Foreman may be filled by the vacation relief Foreman and vacation schedules programmed accordingly.

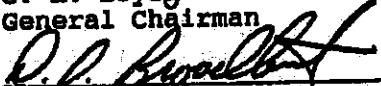
2. In applying the last sentence of Rule 5(C) in instances where a Foreman exercises seniority to a relief position, the first assigned tour of the relief position following the effective date of the abolishment or displacement will govern the payment of overtime if applicable. It is also understood that if the Foreman does not exercise seniority on the first working day of the relief position following his displacement or abolishment, he will not be entitled to the overtime rate in any event. It is further understood that where the incumbent of a varied tour relief position is displaced or his position

abolished, that the tour of duty on the effective date of such abolishment or displacement will govern in determining any payment of overtime, if applicable, under Rule 5(C), subject also to the principle of the preceding sentence.

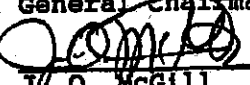
Signed at Philadelphia, PA, this 20th day of April, 1994.


UNITED RAILWAY SUPERVISORS  
ASSOCIATION


  
C. L. Boyer  
General Chairman

  
D. J. Broadbent  
General Chairman

  
A. T. Butterbaugh  
General Chairman

  
J. O. McGill  
General Chairman


  
R. C. Skocich  
General Chairman

  
B. G. Stout  
General Chairman

  
E. J. Zaldaris  
General Chairman

  
R. F. Zwolenik  
General Chairman

CONSOLIDATED RAIL CORPORATION

  
R. E. Swert  
Vice President-Labor Relations

**APPENDIX "G"**

**CONSOLIDATED RAIL CORPORATION**

**U.R.S.A. - FOREMAN**

**SENIORITY DISTRICTS**

**Consolidated Rail Corporation**

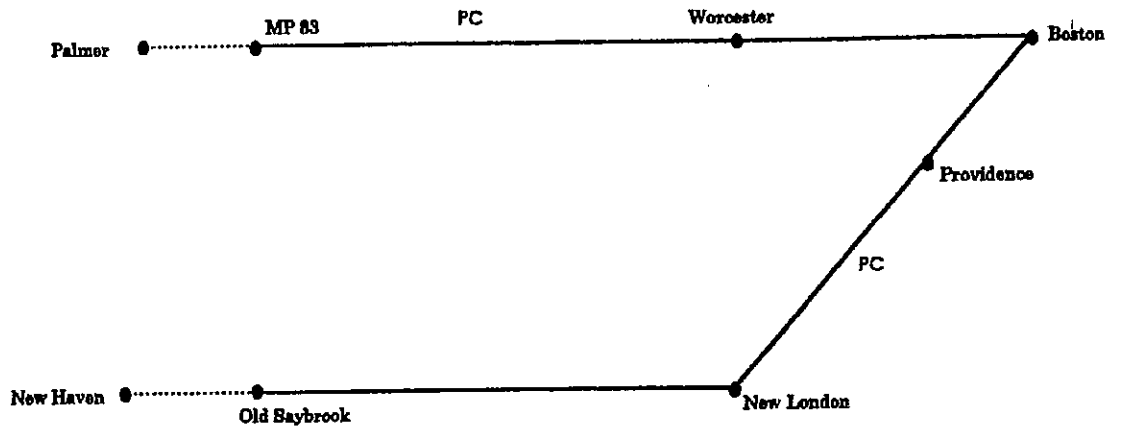
**Seniority District 1**

**PC Shore Line - Boston to Old Saybrook (MP 105.1)**

**PC B&A Main Line - Boston MP 83 (East of Palmer)**

**All other Branches in this territory**

Seniority District 1



**Consolidated Rail Corporation**

**Seniority District 2**

**PC Shoreline - Old Saybrook (MP 105.1) to GCT and PA Station**

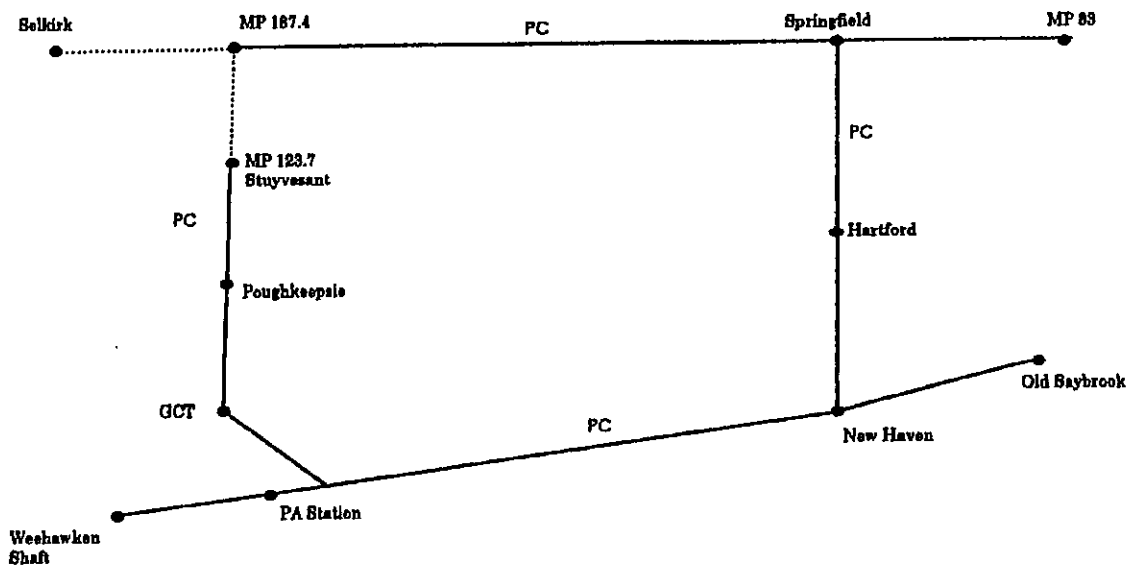
**PC Main Line - PA Station to Weekhawken Shaft (MP 1.8)**

**PC B&A Main Line - MP 83 (East of Palmer) to MP 187.4 (East of Selkirk)**

**PC Hudson Line - GCT to Stuyvesant (MP 123.7) (East of Selkirk)**

**All other Branches in this territory**

Seniority District 2



**Consolidated Rail Corporation**

**Seniority District 3**

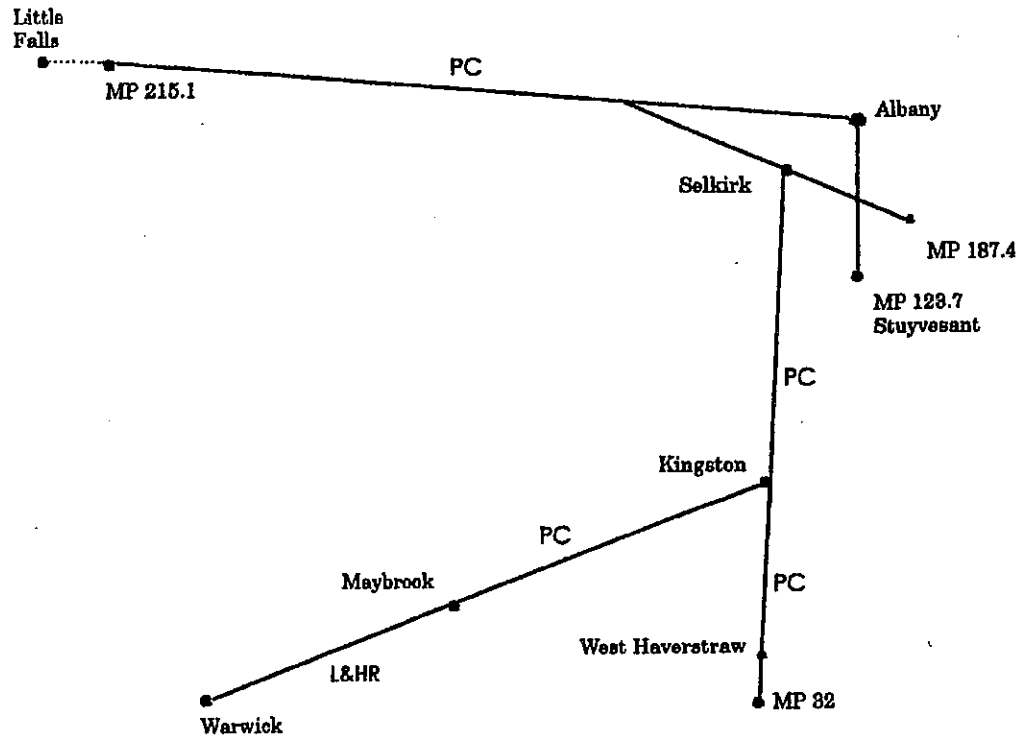
**PC Main Line - Stuyvesant (MP123.7) to MP 215.1 (East of Little Falls)**

**PC River Line - MP 32 (South of West Haverstraw) to Northern End**

**L&HR - Maybrook to Warwick, N.Y. (incl)**

**All other Branches in this territory**

Seniority District 3



**Consolidated Rail Corporation**

**Seniority District 4**

**PC Main Line - MP 215.1 (East of Little Falls) to MP 329.4 (East of Lyons)**

**PC Auburn Branch - Syracuse to MP 30 (West of Auburn)**

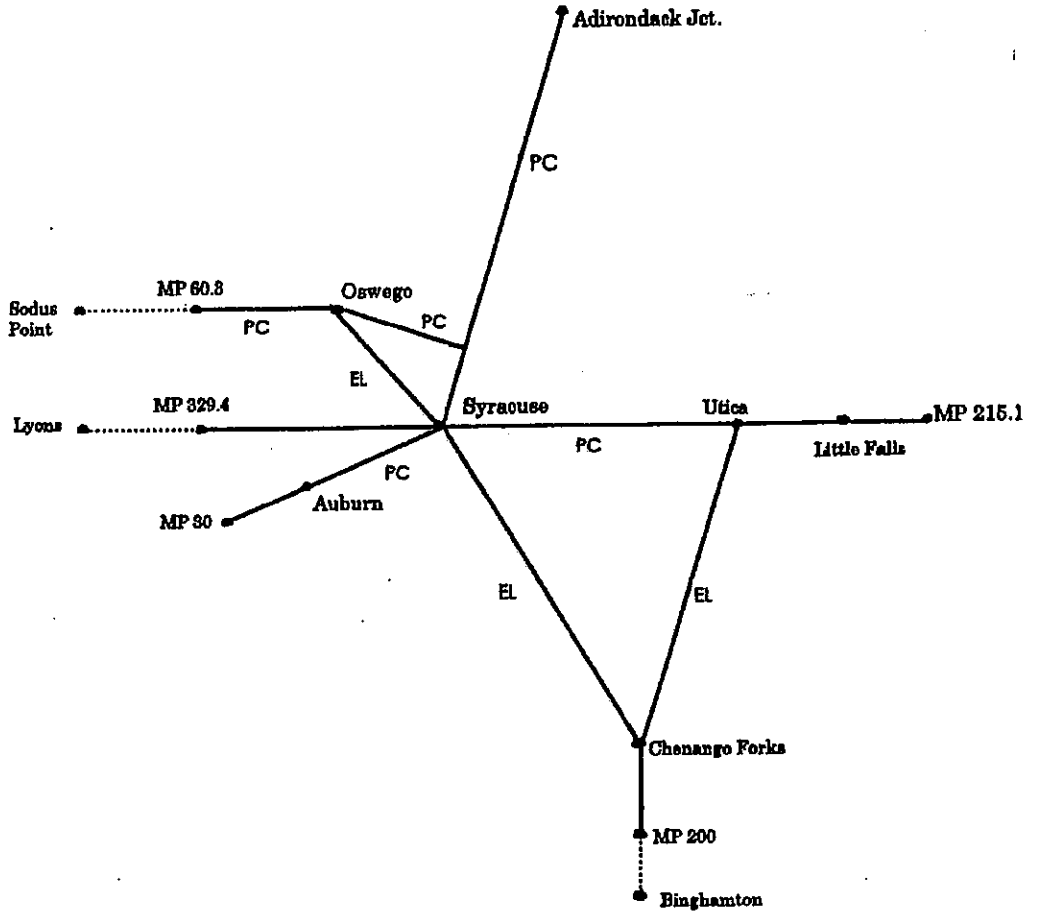
**PC Ontario Secondary - Oswego to MP 60.3 (East of Sodus Point)**

**EL Utica Branch - MP 200 (North of Binghamton) to Utica**

**EL Syracuse Branch - Chenango Forks to Oswego**

**All other Branches in this territory**

Seniority District 4



**Consolidated Rail Corporation**

**Seniority District 5**

**EL Lackawanna Main Line - N.J. State Line (MP 73.1) to MP 218 (West of Binghamton)**

**EL Erie Main Line - MP 90.9 (West of Port Jervis) to MP 218 (West of Binghamton)**

**LV Main Line - N.J. State Line (MP 76.6) to MP 272.4 (West of Sayre)**

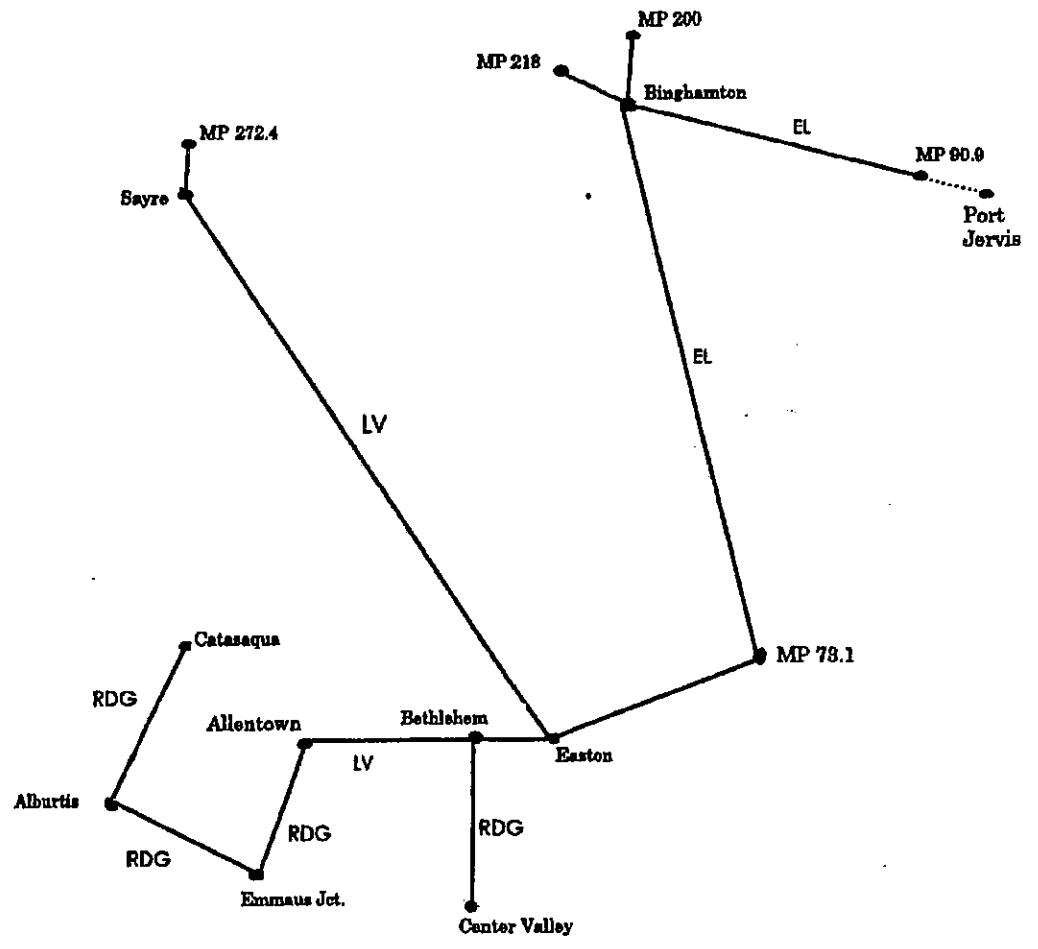
**RDG Catasaqua Branch - Alburdis to Catasaqua (both incl.)**

**RDG Bethlehem Branch - Center Valley (MP 47.6) to Bethlehem (incl.)**

**RDG East Penna. Branch - Allentown to Alburdis (MP 24)**

**All other Branches in this territory**

Seniority District 5



**Consolidated Rail Corporation**

**Seniority District 6**

**PC River Line - MP 32 (South of West Haverstraw) to Jersey City**

**PC Main Line - Weehawken Shaft (MP 1.8) to Morris Tower (MP 58.6)**

**PC Trenton Branch - Morris Tower (MP 4.6) to MP 41.3 (East of Langhorne)**

**PC Bordentown Branch - Fair Tower to MP16 (East of Riverside)**

**L&HR - Phillipsburg to Warwick (excl.)**

**EL Erie Main Line - Jersey City to MP 90.9 (West of Port Jervis)**

**EL Lackawanna Main Line - Hoboken to N.J. State Line (MP 73.1)**

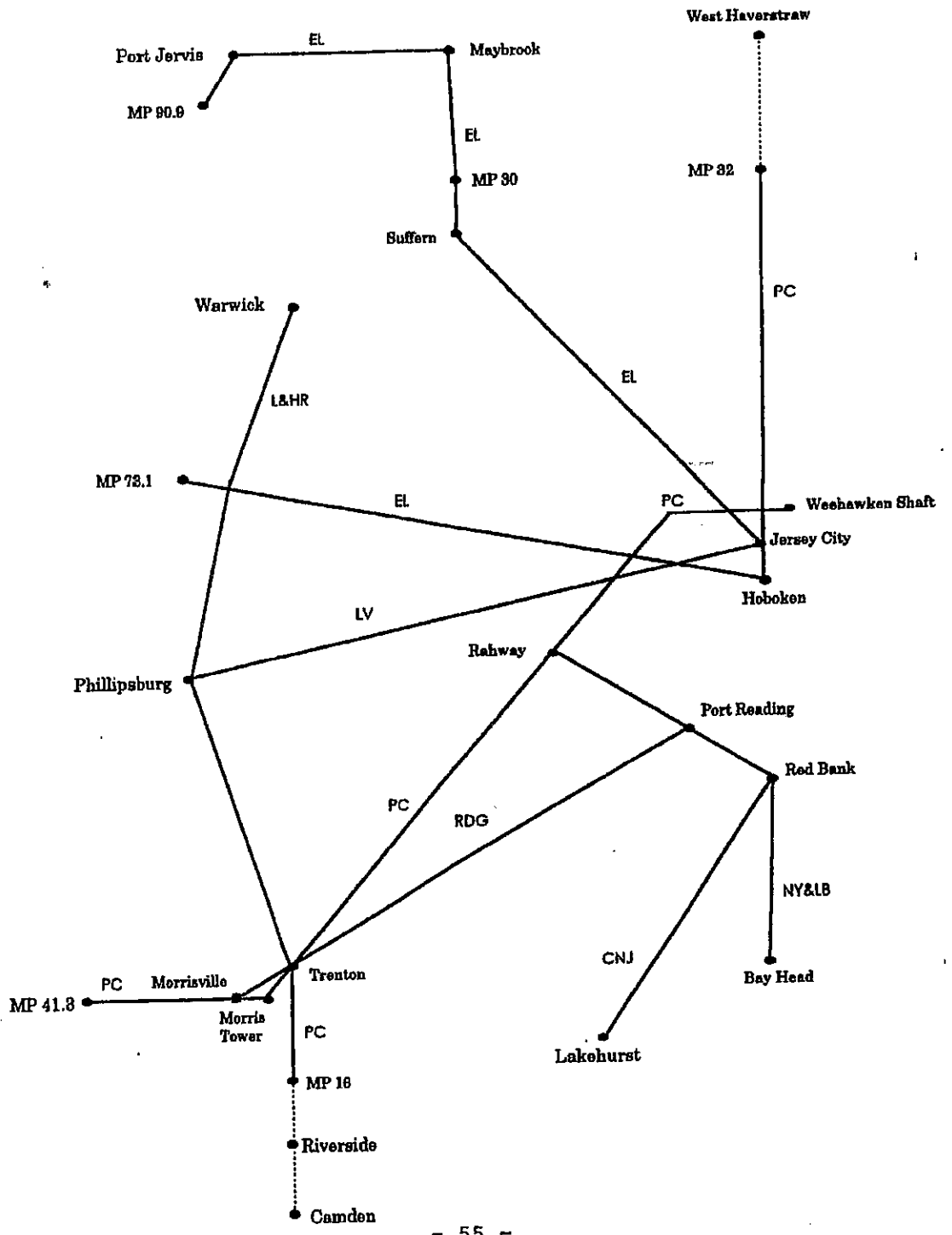
**CNJ- Red Bank to MP 65.9 (South of Lakehurst)**

**LV Main Line - Jersey City to PA State Line (MP 76.6)**

**NY&LB - Entire Line**

**All other Branches in this territory.**

**Seniority District 6**



**Consolidated Rail Corporation**

**Seniority District 7**

**PC Main Line - Morris Tower (MP 58.6) to Washington**

**PC Main Line - Philadelphia to MP 43 (East of Parkesburg)**

**PC Port Road Branch - Perryville to MP 38.2 (East of Safe Harbor)**

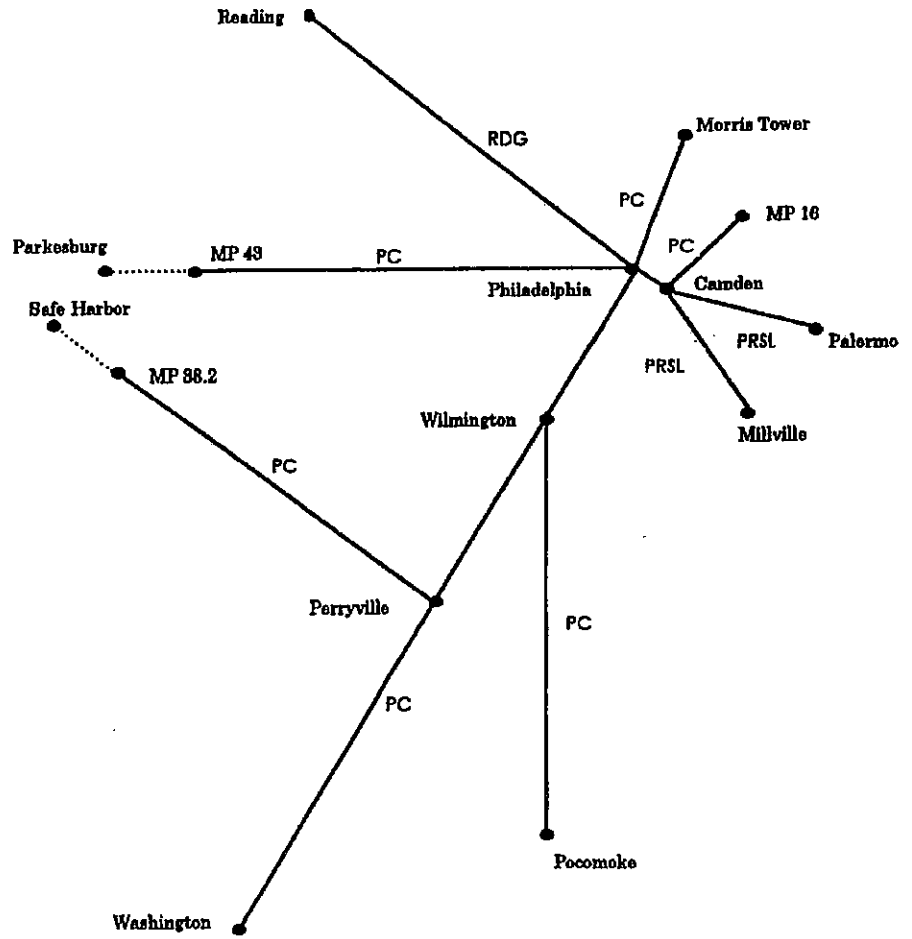
**PC Bordentown Branch - Camden to MP 16 (West of Riverside)**

**PRSL - Entire Line**

**RDG Main Line - Philadelphia to Reading**

**All other Branches in this territory**

Seniority District 7



**Consolidated Rail Corporation**

**Seniority District 8**

PC Main Line - MP 43 (East of Parkesburg) to Mifflin (MP 153.6)

PC Main Line - Harrisburg to MP 270.3 (West of Watsontown)

PC Port Road Branch - Harrisburg to MP 38.2 (East of Safe Harbor)

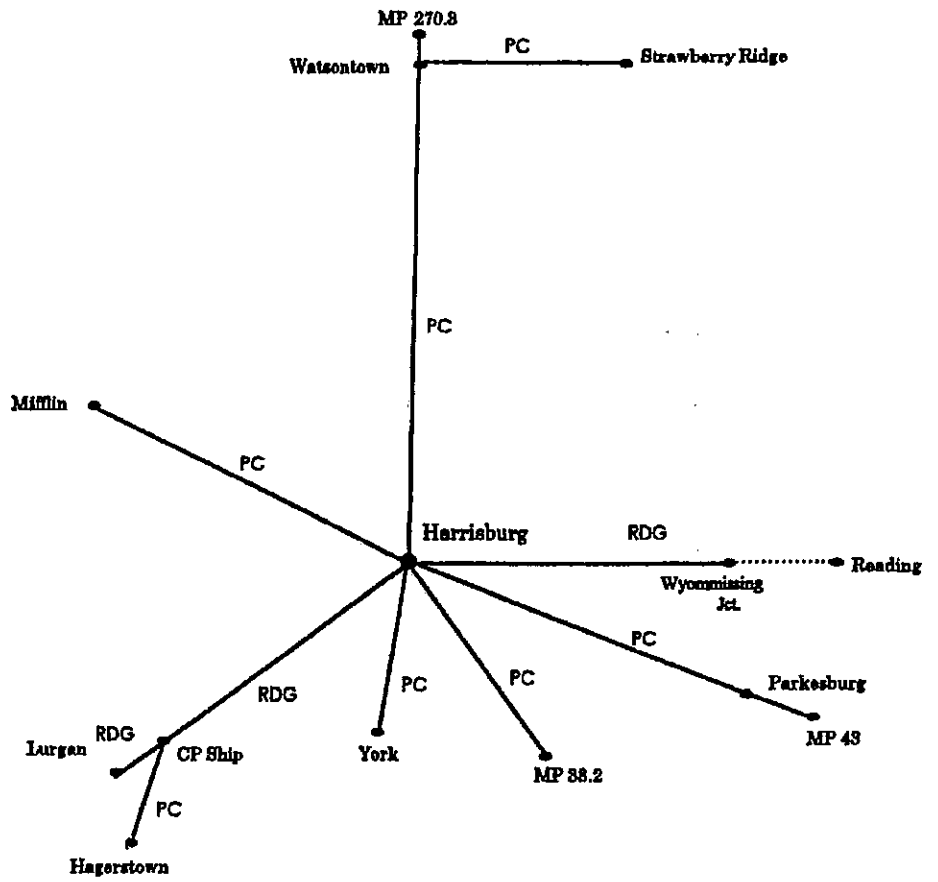
PC Hagerstown Secondary - CP Shipp to Hagerstown

RDG Lebanon Valley Branch - Wyomissing Jct. (MP 2.3) to Harrisburg

RDG Philadelphia, Harrisburg, & Pittsburgh Branch - Harrisburg to Lurgan

All other Branches in this territory

**Seniority District 8**



**Consolidated Rail Corporation**

**Seniority District 9**

**PC Main Line - MP 270.3 (West of Watsontown) to MP 91.6 (South of Larabee)**

**PC Main Line - Mifflin (MP 153.6) to ConPitt Jct. (MP 290.5)**

**PC WBV Secondary - Keating to Clearfield**

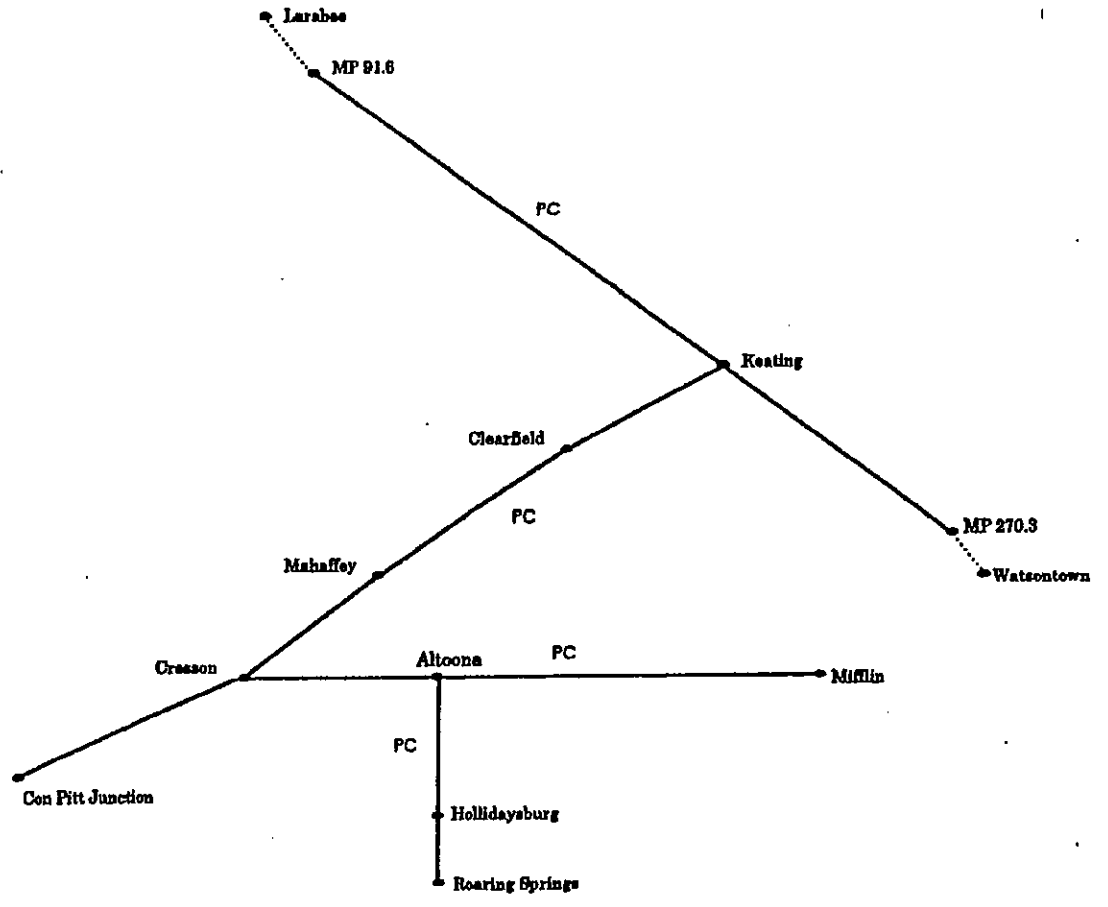
**PC Cherry Tree Secondary - Clearfield to Mahaffey**

**PC Cresson Secondary - Mahaffey to Cresson**

**PC Cove Secondary - Altoona to Roaring Springs**

**All other Branches in this territory**

Seniority District 2



**Consolidated Rail Corporation**

**Seniority District 10**

**PC Main Line - MP 329.4 (East of Lyons) to MP 42 (West of Dunkirk)**

**PC Auburn Branch - MP 30 (West of Auburn) to Geneva**

**PC Ontario Branch - MP 60.3 (East of Sodus Point) to Suspension Bridge**

**PC Main Line - Buffalo to MP 91.6 (South of Larabee)**

**PC Dunkirk Industrial - Dunkirk to Warren (excl.)**

**LV Main Line - MP 272.4 (West of Sayre) to Buffalo**

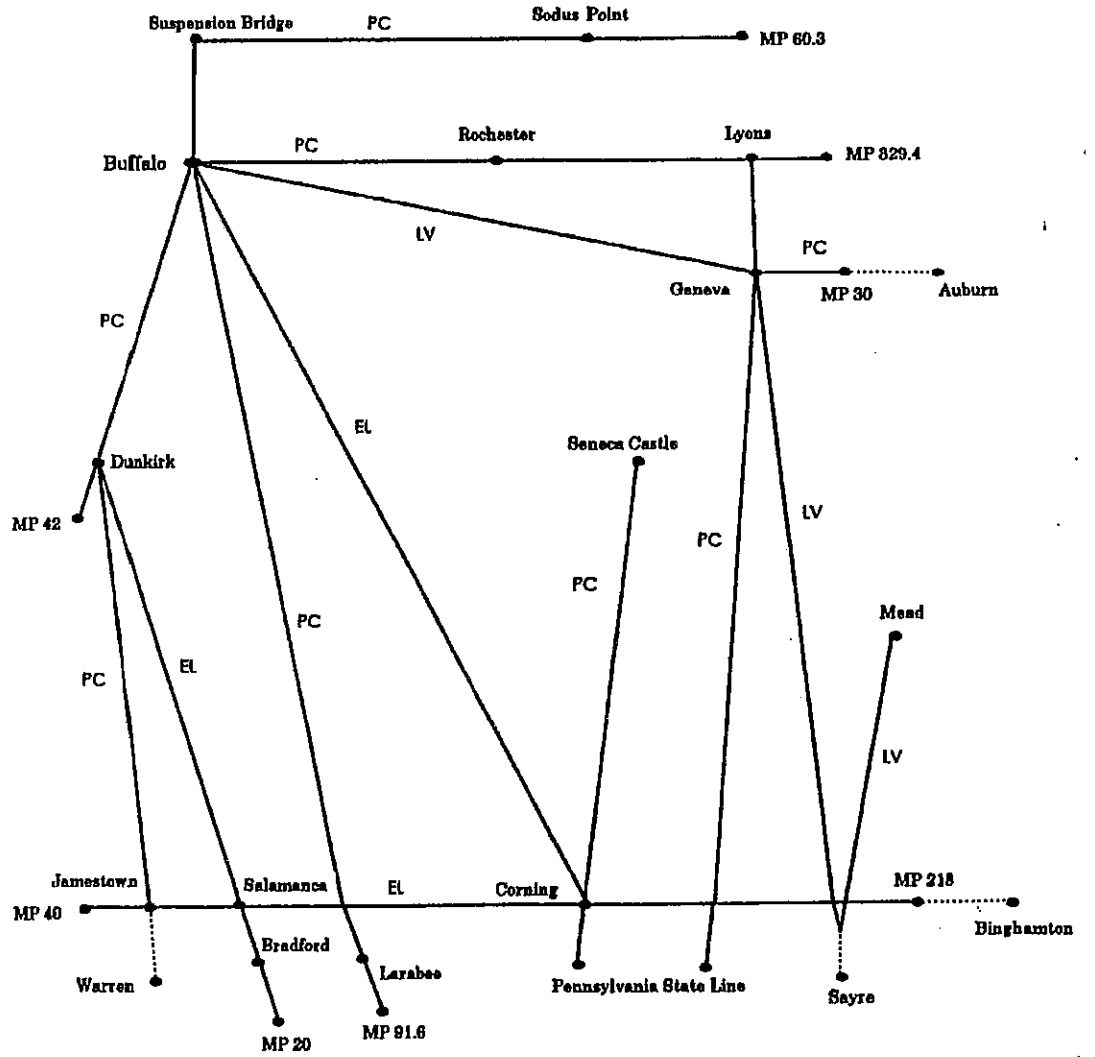
**EL Main Line - MP 218 (West of Binghamton) to MP 40 (West of Jamestown)**

**EL Bradford Branch - Carrollton (East of Salamanca) to MP 20 (South of Bradford)**

**EL Main Line - MP 218 (West of Binghamton) to Buffalo**

**All other Branches in this territory**

**Seniority District 10**



**Consolidated Rail Corporation**

**Seniority District 11**

**PC Main Line - MP 42 (West of Dunkirk) to Painesville (MP 153.2)**

**PC Emporium Secondary - Johnsonburg (MP 102.2 to Corry)**

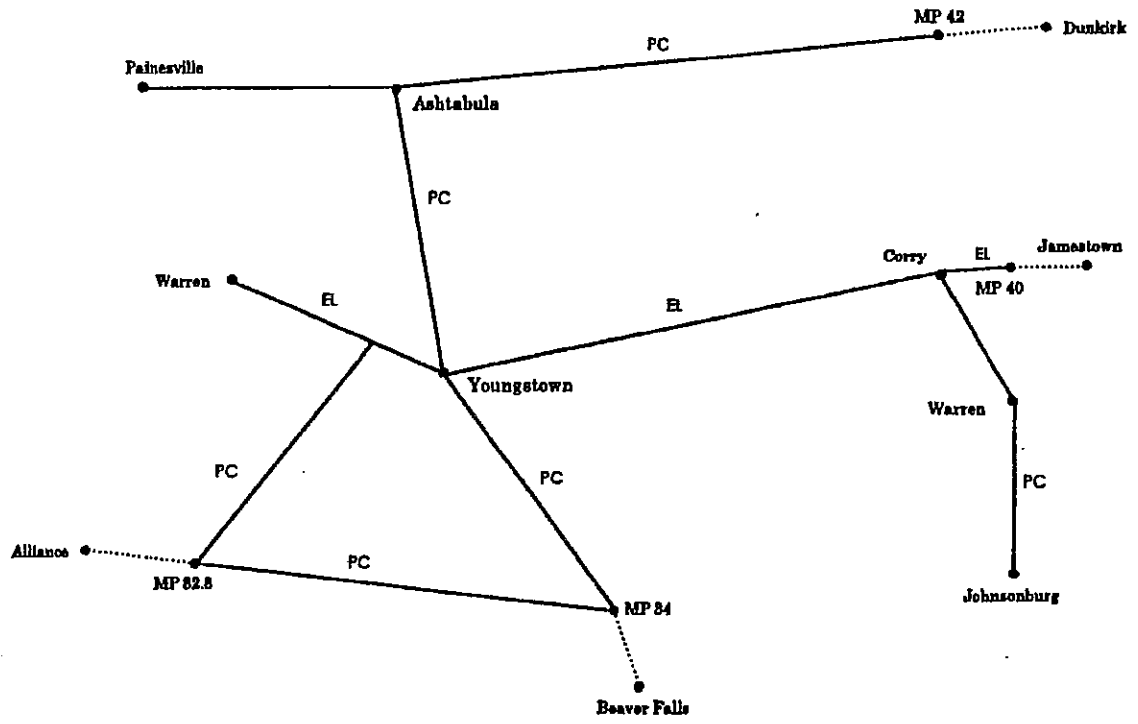
**PC Main Line - MP 34 (West of Beaver Falls) to MP 82.8 (East of Alliance)**

**PC Minerva Branch - Alliance (excl.) to Newton Falls**

**EL Main Line - MP 40 (West of Jamestown) to Warren**

**All other Branches in the territory**

Seniority District 11



**Consolidated Rail Corporation**

**Seniority District 12**

**PC Main Line - ConPitt Jct. (MP 290.5) to Pittsburgh**

**PC Black Lick Secondary - Black Lick (MP 43.3) to Blairsville**

**PC Low Grade Secondary - Reynoldsville (MP 56.1) to Redbank**

**PC JF&C Branch - Brookville to Knox (MP 100.3)**

**PC Main Line - Pittsburgh to MP 34 (West of Beaver Falls)**

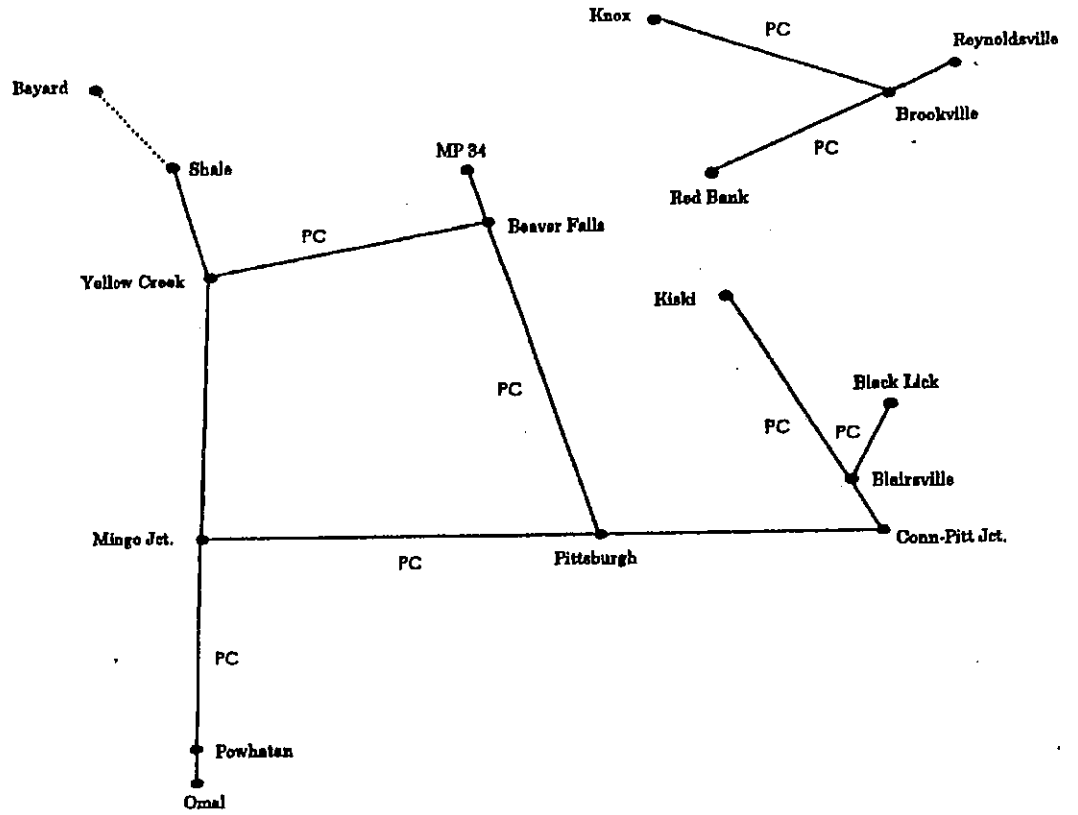
**PC Bayard Branch - Yellow Creek to Shale (MP 42.7)**

**PC Main Line - Pittsburgh to Mingo Junction**

**PC River Line - Yellow Creek Powhatan**

**All other Branches in this territory**

Seniority District 12



**Consolidated Rail Corporation**

**Seniority District 13**

**PC Main Line - Painesville (MP 153.2) to MP 240.7 (East of Sandusky)**

**PC Main Line - Cleveland to Crestline (excl.)**

**PC Main Line - MP 82.8 (East of Alliance) to Crestline (excl.)**

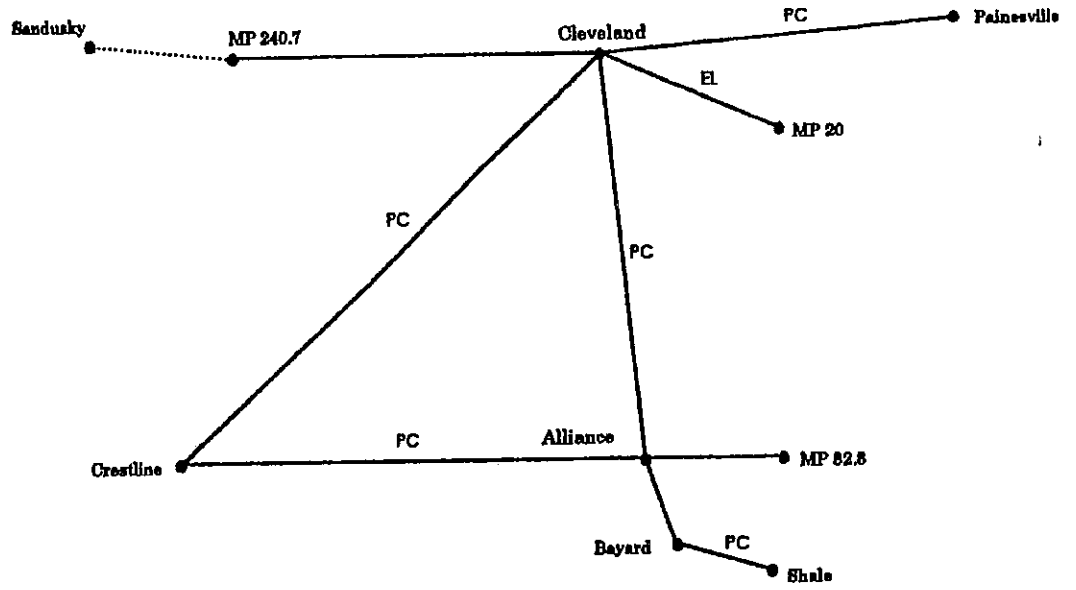
**PC Cleveland Main Line - Bayard to Cleveland (Drawbridge)**

**PC Bayard Branch - Bayard to Shale (MP 42.7)**

**EL - Cleveland Branch - MP 20 to Cleveland**

**All other Branches in this territory**

**Seniority District 13**



**Consolidated Rail Corporation**

**Seniority District 14**

**PC Main Line - Crestline (incl.) to MP 263.5 (West of Lima)**

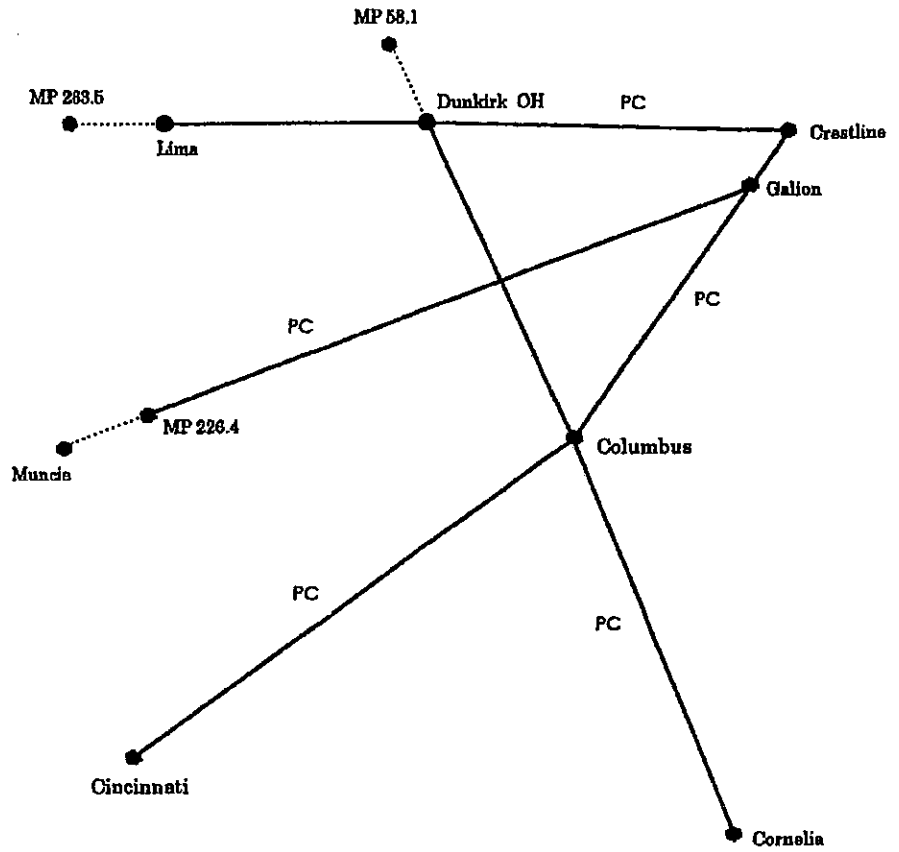
**PC Main Line - Columbus to Cincinnati**

**PC Main Line - MP 80.3 (West of Galion) to MP 226.4 (East of Muncie)**

**PC Western Branch - Columbus to MP 58.1 (North of Dunkirk, OH)**

**All other Branches in this territory**

**Seniority District 14**



**Consolidated Rail Corporation**

**Seniority District 15**

**PC Michigan Line - Detroit (MP 2.02) to Kalamazoo (MP 145.06)**

**PC Kalamazoo Branch - MP 2.1 (East of Elkhart) MP 106.9 (North of Grand Rapids)**

**PC Chicago Line - MP 240.7 (East of Sandusky) to MP 420.1 (East of Elkhart)**

**PC Detroit Line - Toledo (MP 2.7) to Detroit (MP 57.7)**

**PC Toledo Branch - Toledo to MP 58.1 (North of Dunkirk, OH)**

**PC Lansing Secondary - Jackson to Lansing**

**PC Eastern Running Track - Toledo (MP 4.0) to MP 8.5**

**PC Carrothers Industrial Branch & Secondary - Toledo to Woodville**

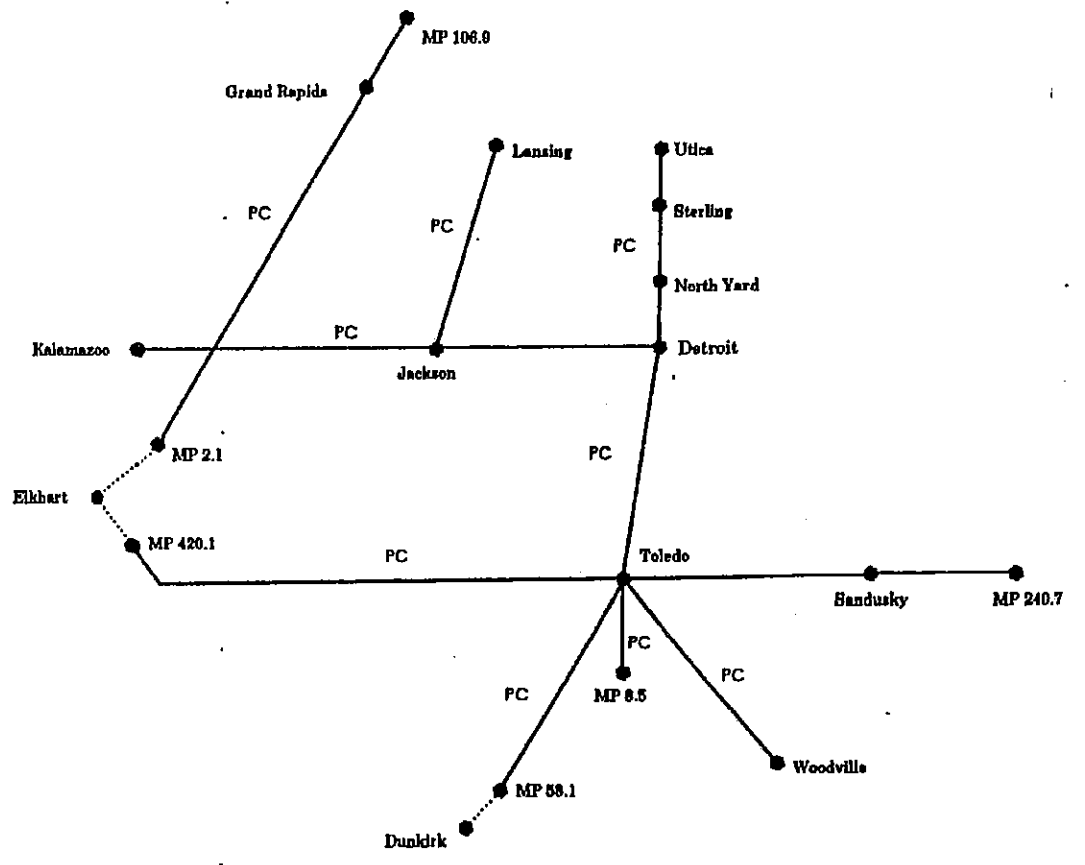
**PC North Yard Branch - Detroit (MP 2.7) to North Yard (MP 9.6)**

**PC Sterling Secondary - North Yard (MP 9.6) to Sterling (MP 20.7)**

**PC Utica Industrial Track - Sterling (MP 20.7) to Utica (MP 26.8)**

**All other Branches in this territory**

Seniority District 15



**Consolidated Rail Corporation**

**Seniority District 16**

**PC Chicago Line - MP 420.1 (East of Elkhart) to Chicago**

**PC Ft. Wayne Line - MP 263.5 (West of Lima) to Chicago**

**PC Kankakee/Streator Line - Chicago (Osborn-MP 6.3) to Hennepin**

**PC Danville Secondary - Schneider to Danville**

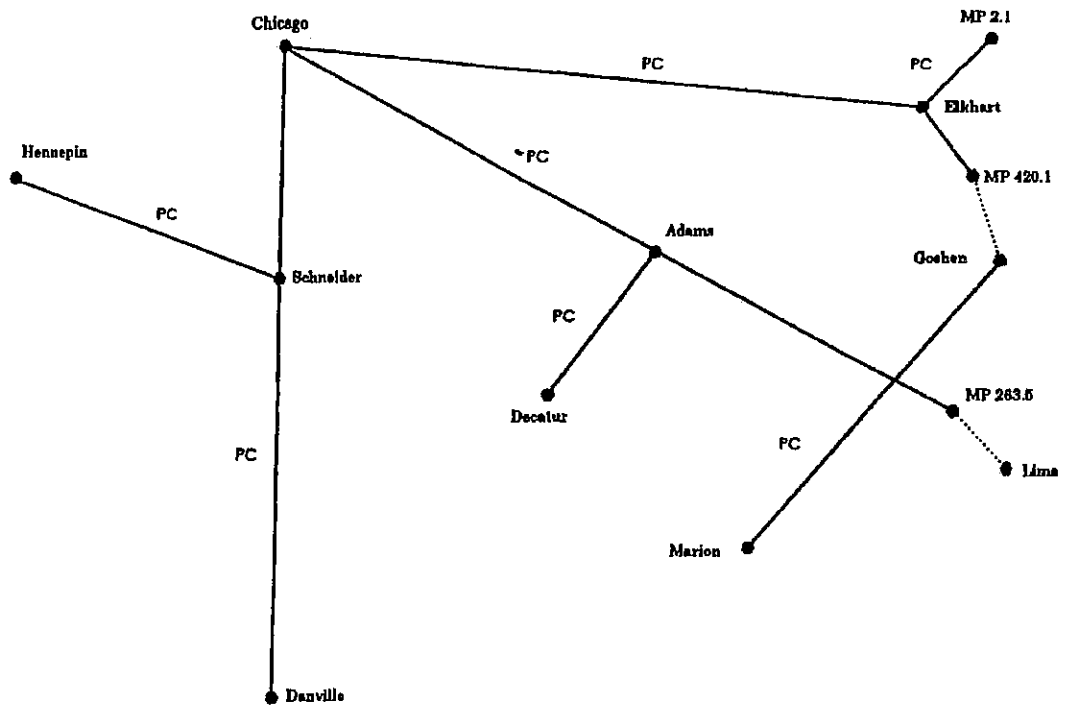
**PC Marion Branch - Goshen (excl.) to Marion, IN. (excl.)**

**PC Decatur Secondary - Decatur, IN. to Adams**

**PC Kalamazoo Line - MP 0.0 to MP 2.1 (East of Elkhart)**

**All other Branches in this territory**

Seniority District 16



**Consolidated Rail Corporation**

**Seniority District 17**

**PC Main Line - MP 130.5 (West of Dunkirk, IN) to Marion**

**PC Main Line - MP 226.4 (East of Muncie) to Indianapolis**

**PC Main Line - Indianapolis to St. Louis**

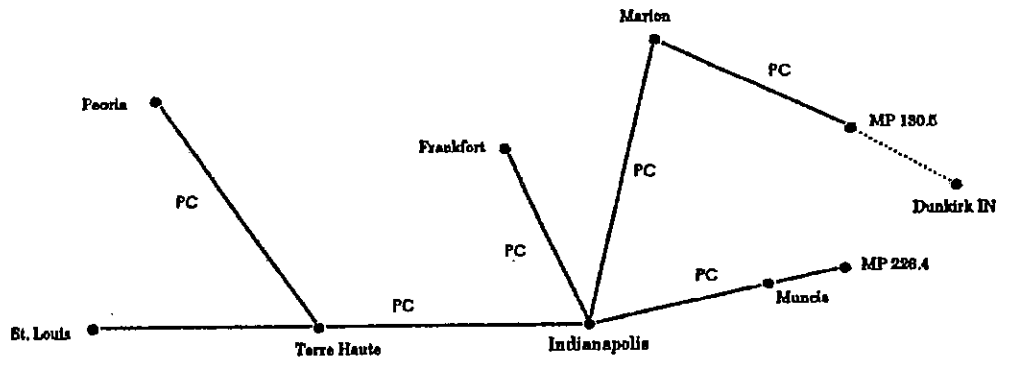
**PC Danville & Pekin Secondary - Terre Haute to Peoria**

**PC Michigan Branch - Indianapolis to Marion, IN. (incl.)**

**PC I&F Branch - Indianapolis to Frankfort**

**All other Branches in this territory**

Seniority District 17



**Consolidated Rail Corporation**

**Seniority District 18**

**PC - All Ontario, Canada Lines**

**Consolidated Rail Corporation**

**Seniority District 19**

**PC - Altoona Heavy Repair Shops (if agreed to by individual craft committees)**

AGREEMENT MADE THIS 23RD DAY OF JUNE 1989, BY AND BETWEEN CONSOLIDATED RAIL CORPORATION AND ITS FOREMEN IN THE MAINTENANCE OF EQUIPMENT DEPARTMENT AND MECHANICAL FOREMEN IN THE MAINTENANCE OF WAY DEPARTMENT REPRESENTED BY THE UNITED RAILWAY SUPERVISORS ASSOCIATION ESTABLISHING UNIFORM STANDARDS FOR ATTENDING EDUCATION AND TRAINING SESSIONS.

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It is agreed:

1. The Company may require employees holding seniority and working as foremen in the Maintenance of Equipment and Maintenance of Way Departments to attend appropriate training sessions in order to more fully qualify them for their job responsibilities. Valid reasons for not being able to attend a training session will be accepted.
2. (a) Training sessions generally will be held in Philadelphia, PA, but are not restricted to this location.  
(b) Training sessions will ordinarily be one (1) week but may vary.  
(c) The Company will designate the location and dates of the training sessions and the officer of the Company to whom the individual employee will report.  
(d) Employees will be required to report to designated training sessions Monday through Friday and will be allowed their basic daily rate for each day. Daily hours will not necessarily be uniform but in no event will employees be required to attend in excess of 40 hours per week.  
(e) Employees who are absent from a training session without furnishing a bona fide reason to the Company or who, in the judgement of the designated Company officer, are failing to maintain satisfactory progress may be returned to their regular assignment.
3. Necessary meals and lodging at the training location will be provided by the Company.

4. (a) The Company will designate the means of transportation for employees attending training sessions. Employees will be permitted to return home each weekend at Company expense, in addition to the initial and final trip.

If an employee uses means of transportation other than that designated by the Company, he will be reimbursed for expenses and travel time as if he had used the means of transportation authorized by the Company.

(b) If personal transportation is authorized, mileage, based on American Automobile Association (AAA) calculations, will be allowed between the employee's residence and the location of the training session at the authorized mileage rate. Travel time for the initial and final trip will be paid at the straight time rate on the basis of one and one-half minutes per mile. The cost of necessary meals and highway tolls will also be reimbursed for the initial and final trips.

(c) If public transportation is authorized, the employee will be reimbursed for the actual cost of public transportation. The timetable of the authorized mode of transportation will be used to calculate travel time. In addition, an allowance of two hours, each way, at straight time will be allowed to cover other travel and waiting time allowed and incidental expenses for the initial and final trip. Each employee must make his own reservations. Anyone having a travel connection after 7:00 p.m. on the final Friday will be entitled to the evening meal at Company expense.

(d) Employees attending school from remote locations may elect to remain at the motel over the weekend at Company expense in lieu of a weekend trip home.

5. This agreement becomes effective July 1, 1989. It may be terminated by either party giving one year advance notice in writing to the other party. However, this will not prevent the parties from agreeing on amendments or modifications without necessitating such notice.

Signed this 23rd day of June 1989, at Philadelphia, PA.

/s/ R. F. Zwolenik  
R. F. Zwolenik  
President and General Chairman

/s/ R. E. Swert  
R. E. Swert  
Vice President-Labor Relations

/s/ A. T. Butterbaugh  
A. T. Butterbaugh  
General Chairman

/s/ J. A. Smith  
J. A. Smith  
General Chairman

/s/ R. C. Skocich  
R. C. Skocich  
General Chairman

/s/ D. J. Broadbent  
D. J. Broadbent  
General Chairman

/s/ E. J. Zaldaris  
E. J. Zaldaris  
General Chairman

/s/ J. O. McGill  
J. O. McGill  
General Chairman

/s/ G. F. Richter  
G. F. Richter  
General Chairman



