AGREEMENT

BETWEEN THE

BUFFALO & PITTSBURGH RAILROAD, INC.

ITS CLERICAL AND STOREROOM EMPLOYEES REPRESENTED

BY THE

UNITED TRANSPORTATION UNION
YARDMASTER DEPARTMENT

EFFECTIVE

January 1, 1992

Amended

November 7, 1994
May 29, 1998
June 15, 2001
May 1, 2004
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**ADDENDUM A - CLERKS AND STOREKEEPERS SENIORITY ROSTER AND PRIOR RIGHTS**

**ADDENDUM B - PRIOR RIGHTS**
ARTICLE 1
SCOPE AND DEFINITION

The provisions of this Agreement shall govern the hours of service, working conditions, and rates of pay of Clerks and Storekeepers as specified in Article 6. The duties and responsibilities of clerks and storekeepers include:

A. Non-exclusive performance of (1) clerical and (2) storekeeper duties, such as:

1. Calling crews for work, computer entries, train consisting and answering telephones;

2. Computer inventory: unloading trucks and storing materials: dispensing materials to car department and locomotive department.

B. Such other duties as assigned by the Carrier.

The term "Duly Accredited Representative" as used in this Agreement will be understood to mean the regularly constituted Committee, or any member or members thereof, or an Officer of the United Transportation Union-Yardmaster Department.

An extra Clerk is an individual who has been selected by the Carrier to perform extra Clerk service and who has acquired clerical seniority under the Agreement.

ARTICLE 2
BASIC DAY, OVERTIME, STARTING TIME AND CALL

A. Eight (8) consecutive hours or less shall constitute a day's work.

B. Time worked in excess of eight (8) hours in any twenty-four (24) hour period, except as provided hereafter, or work performed by an employee on his designated rest days shall, be paid for at time and one-half. This will not apply where two (2) tours of duty are worked during a twenty-four (24) hour period in the exercise of seniority or in the filling of a regular relief assignment, nor to extra Clerks where there is a definite break of time between the two tours of duty.

C. Regularly assigned clerical employees will have a designated time and place to go on duty and will go off duty. At locations where three (3) tours of duty are worked, no regular assignment shall begin work between midnight and 6:00 AM At locations where less than three (3) tours of duty are worked, no regular assignment will begin work between midnight and 5:00 AM. Starting time restrictions of this paragraph may be changed by mutual
agreement between the General Chairman and the Carrier.

ARTICLE 3
FIVE DAY WORK WEEK

A. The Carrier may not reduce the work week of a regularly assigned Clerk to less than five (5) days per week except as provided in Article 4.

Two (2) regular rest days each week, designed by the Carrier, shall be assigned to each position. Consistent with the requirements of the service, due regard shall be given to the preference of the regular Clerks, in seniority order, in fixing the rest days of their positions.

Such assigned rest days shall be the same days each week and shall be consecutive to the fullest extent possible. The Carrier may assign non-consecutive days off to a position whenever consecutive days off would cause or necessitate working a Clerk with reasonable regularity in excess of five (5) days per week, or by agreement with the General Chairman.

B. The term "rest days" as used in this Agreement means that for a regularly assigned Clerk seventy-two (72) hours, and for a regularly assigned relief clerk (who performs five (5) consecutive days Clerk service) fifty-six (56) hours, shall elapse between the time he is required to report on the day preceding his rest days and the time he is required to report for duty on the day following his rest days. These definitions of the term "rest days" will not apply in the case of transfers due to clerks exercising seniority.

C. Nothing in this Agreement shall be construed to require the filling of an assignment on the days off of the regularly assigned Clerk when work requirements are of insufficient volume.

D. Any tour of duty worked by a Clerk in the exercise of his rights in another craft or class will not be considered in any way in connection with the application of the provision of this Agreement.

E. It is understood that personal leave days are not authorized under this Agreement. With the Carrier's consent, trading off will be permitted where it is mutually agreed between qualified employees for a period not to exceed two (2) weeks, and not causing additional pay.

ARTICLE 4
RELIEF ASSIGNMENTS

Where relief requirements regularly consist of five (5) days work per week, relief Clerk positions will be established and filled in accordance with Article 10.

Where relief requirements regularly consist of four (4) days work per week relief Clerk positions
providing for four (4) days per week, may, by agreement between the General Chairman and the Carrier, be established and filled in accordance with Article 10. Employees assigned to such positions will have preference over extra Clerks for available extra work covered by this Agreement to the extent of one (1) day per workweek.

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

ARTICLE 5
POSITION TRANSFER

A regularly assigned Clerk transferring from one regular position to another regular position assumes the rest days assigned to the latter position and will be paid straight time for days he actually works on such positions between last assigned rest day of former position and first assigned rest day of new position.

ARTICLE 6
RATES OF PAY

A. Effective November 1, 2003 the Clerk’s daily rate is increased three percent (3%) to $126.05, and the daily rate for Storekeepers is increased to $120.83.

B. Effective May 1, 2005, the daily rate for Clerks is increased three percent (3%) to $129.83, and the daily rate for Storekeepers is increased to $124.45.

C. Effective May 1, 2006, the daily rate for Clerks is increased three percent (3%) to $133.72, and the daily rate for Storekeepers is increased to $128.19.

D. Clerks training student clerks will receive an instructor's allowance of $10.00 per day for each tour of duty that a trainee is assigned to that clerk.

E. Student clerks will receive 80% of the daily rate while in training.
ARTICLE 7
CLASSIFICATION

No change in the title of Clerk shall be made for the purpose of reducing the rate of pay of a position unless there is a change in its duties and responsibilities.

ARTICLE 8
QUALIFICATION AND PROMOTION

A. Qualifications for Clerks will be determined by the Carrier based upon the requirements of the job. Job qualifications will be posted periodically and will be available upon request, so employees will be informed.

B. Clerks will be considered for promotion.

ARTICLE 9
SERVICE LETTER

Clerks leaving a position covered by this Agreement shall, upon request, be given a service letter showing his dates of employment with the Carrier, as well as his position(s) and rate(s) of pay therefor.

ARTICLE 10
SENIORITY, BULLETINS, ASSIGNMENTS, AND STARTING TIME

A. The seniority rights of Clerks and Storekeepers will start at the time they enter service as a Clerk or Storekeeper.

B. The seniority rosters and prior rights for Clerks attached to this Agreement as Addendum A shall remain in effect. Applications for employment will be approved or disapproved within a probationary period of ninety (90) working days following the day the employee first performs service with the Carrier. An application that is rejected any time within such period will result in termination of the employee's relationship with the Carrier all purposes, and shall not be subject to the provisions of this Agreement, including Articles 21 and 22.

C. The General Chairman and Local Chairman will be advised promptly of all employees who acquire seniority under this rule.

D. The Carrier may establish two excepted clerical positions at Rochester, NY, consisting of the Secretary to the President and/or General Manager, and the engineering assistant. An
excepted clerical position is defined as a position covered by the provisions of this Agreement, except that it shall not be subject to the bid or displacement rules. The Carrier shall give first consideration to qualified clerks or storekeepers on the seniority rosters in filling a vacancy in an excepted position. The work week for an excepted position shall be defined as forty hours in a work week, and an employee on such a position shall receive at least the same pay and pay increases as the highest paid Clerks and Storekeepers covered by this Agreement.

E. Extra Clerks having established seniority under this rule must thereafter protect all clerical service available to them in the terminal where they are working, provided that if an extra Clerk misses call without a legitimate reason (illness which can be documented by a doctor's excuse, vacation, bereavement leave, jury duty or filling an official position) three (3) times in a calendar year, he shall forfeit his rights under this Agreement. Such an extra Clerk who forfeits his seniority for missing calls or for declining service will be notified in writing accordingly by a proper officer, with copies to the General Chairman.

F. The filling of any day-to-day vacancy or extra service, if required, for a clerk shall be by employees holding seniority but not working as such, by extra Clerks or regularly assigned Clerks. The order of preference shall be (1) senior extra Clerks; (2) regularly assigned Clerks. If no extra Clerk is available, a regularly assigned Clerk shall be used, in which case the senior qualified Clerk shall be asked first.

G. A Clerk promoted to a non-contract position or places on a special assignment with the Carrier may retain and accumulate seniority by complying with the maintenance of membership requirements of the Union Shop Addendum. In the event such an employee is involuntarily removed from such a position, he will be permitted to exercise his seniority rights, provided he does so within fifteen (15) days from the date so removed. In the event such an employee voluntarily relinquishes such a position, he shall not be permitted to displace any regularly assigned Clerk, and may bid only on vacancies or new positions after fifteen (15) days after relinquishment, or work as an unassigned Clerk.

H. A regularly assigned Clerk may be used on special assignment with the Carrier for up to sixty (60) days, and his regular assignment will be filled in accordance with the Agreement. After sixty (60) days, the employee will return to his former position unless the position has been filled by a senior employee in the exercise of his seniority under a provision of this Agreement.

ARTICLE 11
DISPLACEMENT RIGHTS

A. Clerks who are displaced for any reason must exercise their seniority rights within forty-eight (48) hours from time of displacement notice, except those on vacation, leave of absence or off due to sickness.

Calling the telephone number that the employee has designated to the Carrier shall satisfy
displacement notice.

B. Employees who are on vacation, leave of absence or off due to sickness at the time of displacement or posting of an advertisement will be permitted to displace a junior employee or claim an advertised position within forty-eight (48) hours of return to service.

C. The minimum displacement notice will be four (4) hours in advance of the starting time of the assignment to which displacement is made.

ARTICLE 12
REDUCTION IN FORCE

A. In the event of reduction in force, Clerks will be furloughed in accordance with their seniority. When forces are increased, they shall be returned to service in the order of their seniority. Clerks and Storekeepers desiring to avail themselves of this rule must file their address with the proper official, in writing, at the time of reduction, advise promptly of any change in address and renew address every ninety days.

B. The seniority of any employee who is employed by the Carrier upon the effective date of this Agreement who is furloughed for a period of thirty-six (36) continuous months will be terminated and the employee shall be removed from the seniority roster. Any employee who is employed by the Carrier after the effective date of this Agreement who is furloughed for a period of eighteen (18) continuous months will be terminated and the employee shall be removed from the seniority roster.

C. In the event Carrier decides to abolish a clerical position covered by the rules of this Agreement, the Company shall notify the General Chairman by telephone (confirmed in writing) or telegram not less than five (5) calendar days prior to the effective date of abolishment. If requested by the General Chairman, a representative of the Carrier and the General Chairman or his representative shall meet for the purpose of discussing such abolishment. The holding of such a conference shall not affect the effective date of abolishment.

D. Rules, agreements or practices, however established, that required advance notice to employees before abolishing positions or making force reductions are hereby modified to eliminate any requirement for such notices under emergency conditions, such as flood, snowstorm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph D below, provided that such conditions result in suspension of a Carrier's operations in whole or in part. It is understood and agreed that such force reductions will be confined solely to those work locations directly affected by any suspension of operations.

E. 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. If any employee works any portion of the day, he will be paid in accordance with existing rules.

F. Rules, agreements or practices, however, established, that require advance notice before positions are abolished or forces are reduced are hereby modified so as not to require advance notice where a suspension of a Carrier's operations in whole or in part is due to a labor dispute between said Carrier and any of its employees.

ARTICLE 13
RECALL TO WORK

A. When the work force is increased, furloughed employees will be recalled based on need, by calling employees in seniority order, and employees will retain their original employment dates and standing provided they report for duty within ten (10) days; from the date the furloughed employee receives notice of recall, confirmed by certified mail, return receipt requested. After an employee has received a recall notice, the employee must notify the Carrier within three (3) days of the date upon which the employee will return to work within the prescribed ten (10) day period.

B. Furloughed employees are required to keep the Carrier currently informed of their address and telephone number at which they can be reached. Failure to do so or failure to report for duty within the time designated in Article 13 (A) will result in forfeiture of all seniority rights and benefits.

C. The Carrier will not hire new full-time, permanent employees while there are employees on layoff who are qualified for vacancies or who can qualify within a reasonable time.

ARTICLE 14
BULLETINING NEW POSITIONS

A. New positions, or vacancies known to be of more than thirty (30) days duration, except for vacation, covered by this Agreement will be bulletined by the Carrier for five (5) calendar days. Applications, in triplicate, bearing the personal signature of the applicant, must be filed with the designated officer of the Carrier within five (5) calendar days from the date of the bulletin. One copy will be sent by the applicant to the General Chairman, one copy to the designated Carrier Officer, and the third copy will be retained by the applicant for his record. Ability and fitness being sufficient, of which the Carrier shall be the judge, seniority in the craft or class shall prevail in filling the position or vacancy.

B. Assignment shall be made within five (5) days after expiration of the bulletin.
C. The time limits provided in this Article may be changed by mutual agreement in writing between the designated Carrier Officer and General Chairman.

ARTICLE 15
TEMPORARY VACANCIES

Vacancies reasonably believed to be of at least five (5) days but less than thirty-one (31) days in duration because of the unavailability of the incumbent shall be filled by the senior Clerk making written application to the designated Carrier Officer. If no Clerk makes application for the vacancy, the junior Clerk will be assigned to such vacancy.

ARTICLE 16
LEAVING THE SERVICE

An employee covered by this Agreement who leaves the service of his own accord shall forfeit all seniority and employment rights and benefits. Such an employee who is discharged shall also forfeit all such rights and benefits, unless he is reinstated under Article 22 other than on a leniency basis.

ARTICLE 17
SENIORITY ROSTERS

Seniority rosters will be published as of January 1 of each year and posted on the bulletin board in each location where Clerks report for duty, with copies to the General Chairman and Local Chairman. Rosters will be open for correction for a period of sixty (60) days from the date issued, so far as the establishment of seniority for employees after the date of the previous roster is concerned. Errors in carrying forward the record from previous rosters may be corrected at any time.

ARTICLE 18
CHANGES IN ASSIGNMENTS

Where the tour of duty of a Clerk holding a permanent position covered by this Agreement is permanently changed two (2) hours or more, the position will be bulletined and filled in accordance with Article 14. (This does not apply to changes incident to daylight savings time.) When a rest day of such a position is changed, the position will be bulletined and filled in accordance with Article 14. Employees holding such positions shall exercise seniority within forty-eight (48) hours of the change.
ARTICLE 19
CHANGES IN RATES

Except when changes in rates result from negotiations for adjustment of a general character, the changing of a rate of a specified position for a particular reason shall constitute a new position, unless otherwise mutually agreed to.

ARTICLE 20
LEAVE OF ABSENCE

Except for physical disability or as provided in Article 10, Sections (b) and (d), leave of absence in excess of ninety (90) days in any calendar year shall not be granted, unless by agreement between Carrier and the General Chairman provided, Clerks upon request shall be given leave of absence, without impairment of seniority rights, to accept an elective public office. Clerks engaged in outside employment, except as provided above, will forfeit all rights under this Agreement, unless mutually agreed to between the Carrier and the General Chairman.

ARTICLE 21
CLAIMS OR GRIEVANCES

A. All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier designated to receive them, within thirty (30) calendar days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within thirty (30) calendar days from the date it is presented notify the employee or his representative of the reason(s) for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions for the Carrier as to other similar claims or grievances.

B. If a disallowed claim or grievance is to be appealed, such appeal must be taken to the highest designated officer of the Carrier within thirty (30) calendar days from the receipt of notice of disallowance. In all cases, the representative of the Carrier shall be notified within this thirty (30) day period of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees) as to other similar claims or grievances. It is understood, however, that the parties may by written agreement, at any stage of the handling of a claim or grievance on the property, extend the thirty (30) calendar day period for either a decision or appeal, up to and including the final appeal on the property.
The procedure outlined in paragraphs A. and B. pertaining to appeal by the employee and decision by the Carrier shall govern in appeals taken to each succeeding officer except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest officer shall be barred unless, within six (6) months from the date of said officer's decision, proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 153 Second of the Railway Labor Act. It is understood, however, that the parties may by written agreement extend the six (6) month period referred to in this paragraph.

A claim may be filed at any time for an alleged continuing violation of any provision of this Agreement and all rights of the claimant(s) shall, under this rule, be fully protected by the filing of one claim or grievance based thereon, as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than thirty (30) calendar days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reimbursement with pay for time lost shall be sufficient.

Representatives of the Organization may file and prosecute claims and grievances for and on behalf of the employees it represents. This rule does not obligate the Carrier to refuse permission to an individual employee to present his own grievance. The effect of this rule in such a case is to require that the General Chairman or his designee be permitted to be a party to all conferences, negotiations, or hearings between the grievant and the representative (s) of the Carrier.

This Article shall not apply to requests for leniency.

ARTICLE 22
DISCIPLINE

Except as otherwise provided in this Agreement, no clerical employee shall be disciplined, disqualified or dismissed without a fair and impartial hearing before a designated officer of the Carrier. Such an employee shall be apprised in writing of the specific charge(s) against him, with a copy to the General Chairman, and the hearing will be held within ten (10) days thereafter, if possible. The employee shall have a reasonable opportunity to secure the presence of necessary witnesses and shall have the right to be represented by the duly authorized representative. He may, however, be held out of service pending such investigation.

A stenographic report or tape recording will be taken of such hearing and the employee charged and the General Chairman shall each be furnished with one copy.

A decision shall be rendered within twenty (20) days after the hearing is closed, with one
copy each to the General Chairman and the employee charged.

D. An employee dissatisfied with the decision shall have the right to appeal to the next higher designated officer. If an appeal is taken, the appeal and decision must be within the time limit speed within paragraph B. of Article 21.

E. An employee found to have been improperly disciplined, disqualified or dismissed shall be restored to his full seniority rights and shall be paid at his regular rate for all the time lost by him solely as a result of such improper action.

F. At the hearing or on the appeal, the General Chairman or his designee may assist the charged employee. This rule does not obligate the Carrier to refuse permission to a charged employee to present his own case personally. The effect of this rule in such a case is to require that the General Chairman or his designee be permitted to be a party to all conference, negotiations, or hearings between the charged employee and the representative (s) or the Carrier.

G. The time limits contained in this Article may be extended by mutual agreement in writing.

H. A charged employee may request an informal conference prior to the hearing provided in paragraph A. above, and may be accompanied by the General Chairman or his designee, upon request in the event that a satisfactory resolution is reached at this conference, it will be reduced to writing and the charged employee, as a part of the written settlement shall waive the formal hearing procedure. If the parties are unable to reach a settlement, no reference shall be made to these discussions by either of the parties in any subsequent handling of the charge (s) under the discipline procedure.

ARTICLE 23
VACATIONS

A. Regularly assigned Clerks and Storekeepers who qualify will receive paid vacation time on the following schedule:

<table>
<thead>
<tr>
<th>Seniority</th>
<th>Vacation Time</th>
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<tbody>
<tr>
<td>One (1) Year</td>
<td>Two Weeks (10 days)</td>
</tr>
<tr>
<td>Two (2) Years</td>
<td>Three Weeks (15 days)</td>
</tr>
<tr>
<td>Ten (10) Years</td>
<td>Three Weeks (15 days)</td>
</tr>
<tr>
<td>Eighteen (18)</td>
<td>Four Weeks (20 days)</td>
</tr>
<tr>
<td>Twenty-five (25)</td>
<td>Five Weeks (25 days)</td>
</tr>
</tbody>
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Employed on or before November 7, 1994

Vacation time cannot be accumulated from year to year, and there will be no pay for vacation in lieu of time off.

B. To be eligible for vacation pay, an employee must have earned one hundred forty (140) vacation credits in the preceding calendar year. One (1) credit is earned for every day a
regularly assigned Clerk performs work covered by this Agreement. Carrier service performed by an employee outside this agreement will count towards the vacation schedule of minimum days.

C. A regularly assigned Clerk who has earned the minimum number of credits to quality for vacation pay will receive one (1) week's pay at the normal assignment rate for every week to which he is entitled.

D. Vacation requests from those who qualify in a given calendar year must be submitted in writing to the designated Carrier representative no later than January 31 of each year. Those employees with the greatest seniority will have priority if duplicate requests for the same vacation times are received. When submitting requests, employees should include at least three (3) choices in case of duplicate requests.

E. All vacations will commence at the beginning of the tour of duty for the employee's designated workweek and continue as consecutive week(s). No vacation will be allowed to be taken on a daily basis except under unusual circumstances, and then only when approved by the Carrier. Employees are encouraged to take their vacations when they will have the least effect on the Carrier.

The company will determine the feasibility of any request that may interfere with its service or operation. Employees may split their vacation into not less than one (1) week segments.

**ARTICLE 24**

**HOLIDAYS**

A. Any employee performing service as a Clerk or Storekeeper shall be paid at the rate of time and one-half for all hours actually worked on any of the following enumerated holidays, in addition to their regular pay:

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<th>Date described</th>
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<tbody>
<tr>
<td>New Year's Day</td>
<td>Thanksgiving Day</td>
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<tr>
<td>Good Friday</td>
<td>Day following Thanksgiving Day</td>
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<tr>
<td>Memorial Day</td>
<td>Christmas Eve Day</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Labor Day</td>
<td>New Year's Eve</td>
</tr>
</tbody>
</table>

B. To be eligible for holiday pay, an employee must have worked his last workday before the holiday, as well as his first work day following the holiday. Employees who are on vacation or bereavement leave on those days are considered to two met this requirement, and are eligible for holiday pay.

C. In instances when a recognized holiday, or the day such holiday is observed by the State or nation, falls on an assigned work day of a regular Clerk assignment, the Carrier shall have the right to blank such position on that day and the Clerk then holding such assignment shall be
paid for that day on the basis of his regular straight time rate of pay, provided he does not render other compensated service for the railroad during the hours of such clerical assignment. If any work of such position is performed by other than the incumbent on the shift on which it is blanked, it shall be performed in accordance with the provisions of this Agreement.

D. Holiday pay is paid in addition to earned wages, and is computed as one (1) straight-time day's pay at the rate of the employee's normal assignment. All holidays specified in paragraph A. will be on the day such holidays are officially observed in Pennsylvania, except for the designated floating holiday.

ARTICLE 25
BEREAVEMENT LEAVE

A. A regularly assigned Clerk will be granted a leave of up to three (3) days with pay, calculated at his regular straight-time daily rate, when a death occurs in the immediate family. "Immediate family" is defined as the employee's spouse, child, parent, parent-in-law, stepparent, stepchild, grandchild, brother or sister. The days of leave for which the clerk will be paid are limited to those days on which he is regularly travelling to and from or attending the funeral. No pay will be granted to employees for this purpose who are already on vacation, leave of absence or layoff.

Agreed-Upon Interpretations:

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

A-1: An employee will have the following options in deciding when to take bereavement leave:
   a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
   b) three consecutive calendar days, ending the day of the funeral service; or
   c) three consecutive calendar days, ending the day following the funeral service.

Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

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

Example: Employee has a work week of Monday to Friday - off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.
Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?

A-3: A maximum of two days.

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

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

ARTICLE 26
JURY DUTY

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

A. A Clerk must exercise any right to secure exemption from the summons and/or jury duty service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.

B. A Clerk must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

C. The number of days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.

D. No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay, is on leave of absence or layoff.

E. When a Clerk is excused from railroad service on account of jury duty, the Carrier shall have the option of determining whether or not the Clerk's regular position shall be blanked, notwithstanding the provisions of any other rules.
ARTICLE 27
ATTENDING COURT OR COMPANY INVESTIGATIONS

Clerks required by the Carrier to attend court as witnesses, or to attend Carrier investigations in which they are not directly involved, will be paid for all time lost; if attended before or after assigned work hours, they will be paid for actual time in attendance at the pro rata rate if it is a work day, with a minimum of two (2) hours pro rata; and if it is an assigned rest day, they will be paid for actual time in attendance at the time and one-half rate with a minimum of eight (8) hours pro rata. Court fees and mileage and reasonable expenses will be assigned to the Carrier in cases where pay is allowed.

ARTICLE 28
HEALTH AND DENTAL INSURANCE

A. The Carrier shall continue to pay the full cost of health and dental benefits at the level of health and dental benefits, or reasonable equivalent, currently provided to employees permanently assigned to the position of clerk, during the term of this Agreement. The Carrier shall have the right to determine, in its discretion, the source through which such benefits are provided. Dependent coverage shall be provided at a cost to the employee of $15.00 per month. Payment shall be through payroll deduction.

B. The Carrier shall provide insurance to all Clerks and Storekeepers under SUPPLEMENTAL SICKNESS BENEFIT PLAN RAILROAD YARDMASTER EMPLOYEES, as provided under group contract 9000 issued by Trustmark (formerly Benefit Trust Life Insurance Company). Clerk and Storekeepers will reimburse the Carrier for the cost of the plan through regular payroll deductions. In the event that a Clerk or Storekeeper does not earn enough in any month to reimburse the Carrier, that Clerk or Storekeeper shall be responsible for making the required payment directly to the Carrier.

ARTICLE 29
ATTENDING RULE CLASSES AND EXAMINATIONS

A. Employees who are required to attend rule, rule re-certification, medical, or instructional classes on their own time shall be paid time consumed, with a minimum of four (4) hours for each attendance, at the applicable rate of the position to which assigned.

B. Employees required to attend rule, rule re-certification, medical, or instructional classes, shall be afforded an opportunity to take same without loss of work.

C. Employees (regular or extra) who lose time as a result of being required to attend rule, rule re-certification, medical or instructional classes shall be paid for all time lost.
ARTICLE 30
DEDUCTION AGREEMENT

A. It is agreed that the Carrier will, in accordance with and subject to the terms and conditions of this Deduction Agreement, deduct from the wages due to each employee represented by the Union from whom it receives a valid written wage assignment, described in Section 2., an amount each month during the continuance in effect of his agreement, which shall be equal to the aggregate of the amounts to be paid by such employee to the Union for periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such Union.

B. No such deductions as fixed by Section A. shall be made from the wages of an employee until after execution by the employee and delivery by the Union to the Carrier of a written wage assignment in a manner and form similar to that provided in Attachment "A", which is made a part hereof. The wage assignment shall be revocable and the revocation shall be executed on a form similar to that appearing in Attachment "B", which is made a part hereof.

The assignment and revocation forms are to be furnished by the Union without expense to the Carrier, in the form designated by the Carrier.

The Carrier shall have no responsibility or obligation whatsoever in connection with the procurement and the execution of such forms by employees and the Union shall arrange for the delivery of the executed forms to the Carrier. The necessary assignment and revocation forms shall be delivered, with the Master Deduction List hereinafter provided for, to the payroll-making office of the Carrier not later than the 16th day of the month in which the deduction, or termination of deduction, is to be made effective by the Carrier.

Where the employee submits a form similar to the Wage Assignment Revocation (Attachment "B") signifying his intent and desire to revoke the Wage Assignment Authorization previously submitted by him, to the payroll-making office of the Carrier not later than the 16th day of the month, the Carrier will accept it and arrange for the discontinuance of the deduction thereafter.

C. The General Chairman of the Union shall furnish to the payroll-making office the name and address of the Secretary-Treasurer authorized to sign the Master Deduction List, together with three (3) original signatures of the Secretary Treasurer and advise promptly in the event of any change in the name or mailing address of the Secretary-Treasurer.

D. Deductions as provided for herein will be made by the Carrier in accordance with the Master Deduction List furnished to it by the Union. The Secretary-Treasurer of the Union shall furnish a Master Deduction List for all members who have authorized such deductions, showing the amount of the regular monthly deduction of each member. The Master Deduction List shall be prepared in the form and shall contain the information specified in Attachment "C", which is made a part hereof. Only one copy is needed by the Carrier. The Master Deduction List should reach the payroll-making office no later than the 16th of the
month following the effective date of this Agreement. The Secretary-Treasurer of the Union will maintain a copy of the Master Deduction List and keep it updated for all changes. Employees should be shown in alphabetical order with their identification numbers. The name and complete mailing address of the Secretary-Treasurer to whom the remittance is to be mailed by the Carrier shall be shown on these lists.

E. The amounts contained in said Master Deduction List for individual employees shall, where ever possible, remain the same from on a payroll period to the next. No deduction will be made for any employee for whom an entry on the Master Deduction List is incomplete, illegible or otherwise doubtful. Entries for individual employees may be considered incomplete unless the list contains the information required as specified in Attachment "C", which is made a part hereof.

It will only be necessary for the Secretary-Treasurer to furnish the payroll-making office each month information as to any change in the deductions from those shown on the Master Deduction List.

The reason for each change in deduction should be fully explained in the "Remarks" column, such as: New Authorization Form, Revocation, Omitted Deduction, Arrears, etc. In cases of Permanent Deduction, Special Assessments and Change in Permanent Deduction, the following abbreviations may be used: Perm. Ded., Spl. Assc., Change Perm. Ded. This is essential so that change may be made where necessary in the deduction file information as taken from the Master Deduction List. The amount to be deducted as established in the deduction file information will not be changed until there is a permanent change in the amount to be deducted each month. In cases of omitted items or non-permanent increases in the amount to be deducted, only the amount in excess of the regular deduction should be reported. In this manner the excess deduction will be dropped from succeeding reports, and only the regular deductions will be continued.

This information should be furnished to the payroll-making office no later than the 16th of each month, beginning with the month of . It should be reported on the same kind of form as used for the "Master Deduction List", only one copy will be necessary.

F. Deductions will be made, to the extent of available earnings, each month beginning with coverage for according to information shown on these lists. The deductions will be made only from earnings due the employees for the first payroll period of each month, which is the first period of the month which contains only earnings for the current month.

The carrier will remit by check to the Secretary-Treasurer of the Union the total amount of the deductions on or before the 25th day of the succeeding month.

A machine-produced list, in alphabetical order showing amount deducted for each employee each month, will be forwarded to the Secretary-Treasurer along with the remittance. A copy of the list will be forwarded to the General Chairman.

The absence of any employees from these lists will indicate such employees were not
working or did not have sufficient earnings from which to make the deductions. Regular
deductions will be made in subsequent periods to the extent of available earnings as long as
the employee's name remains on the Master Deduction List:

No deductions will be accumulated or carried over from month-to-month for any reason
whatsoever. In the event of any error by the Carrier, it shall be authorized to adjust it,
advising all concerned accordingly. In the event of an error by the Carrier in the amount of its
remittance to the Union, if such error is not otherwise adjusted prior to the dispatch of the
remittance the following month, The Carrier will be permitted to adjust the amount of
succeeding remittance to correct the error.

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

i. Federal, State and Municipal taxes,
ii. Amounts held by order of court by garnishment and attachments,
iii. Amounts due the Carrier,
iv. Prior Valid Assignments and Deductions

H. Responsibility of the Carrier under this Deduction Agreement shall be limited to remitting to
the Union amounts actually deducted from wages of the employees pursuant to this
Deduction Agreement and the deductions specified on a deduction list or for failure to do so.
Any questions arising as to the correctness of the amount listed and deducted shall be
handled between the employee involved and the Union, unless the Carrier, recognizing a
mathematical mistake by it, elects to make direct adjustment pursuant to the fourth paragraph
of Section F. above.

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

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

K. In the event of any change in the representations of any craft or class of employees covered
by the deduction lists submitted under this Deduction Agreement, this Deduction Agreement
shall automatically terminate as to such employees from the date that the official notification
is received from the National Mediation Board of such change. If the Union institutes any
suit against the Carrier under this Deduction Agreement, said Deduction Agreement shall
terminate immediately.
ARTICLE 31
UNION SHOP

A. 1. All employees covered by the Agreement shall, as a condition of their continued employment, become members of the organization party to that Agreement representing their craft or class within sixty calendar days of the date they are first appointed to a permanent position as such employees after the effective date of that Agreement, and thereafter shall remain members in good standing in such Organization.

2. An employee who has completed training as a Clerk-Storekeeper and works as such more than five (5) days in a calendar month will pay Clerk-Storekeeper dues for that month provided no union dues are payable to another labor Organization holding contract with the Carrier. Monthly dues payable under this paragraph will be made by direct payment to the Organization rather than under "Article 30 - Deduction Agreement".

B. 1. Employees who retain seniority under the rules and working conditions provided in the Agreement who are regularly assigned or transferred to full-time employment not covered by that Agreement, or who are furloughed on account of force reduction, will not be required to maintain membership where required by Section A. of this Article so long as they remain in such other employment or furloughed, but they may do so at their option. Should such employees return to service covered by the Agreement, they shall, as a condition of their continued employment subject to Section A above, be required to become and remain members in good standing in the Organization representing their craft or class within thirty (30) days from the date of their return to such service.

2. The seniority status and rights of employees furloughed to serve in the Armed Forces shall not be terminated by reason of any of the provisions of this Article, but such employees shall, upon resumption of employment covered by the Agreement, be covered by Section A of this Article.

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

D. 1. The Carrier will furnish the Organization information requested by the General Chairman with respect to the employment status of employees in the craft or class represented by it, and which is reasonably necessary for the administration of this Article. The Organization will notify the Carrier in writing of any employee who, by reason of failure to comply with the
terms of this Article, is not entitled to continue in employment. Upon receipt of such notice, the Carrier will, as promptly as practicable, but within ten (10) calendar days of such receipt, so notify such employee in writing by certified mail, return receipt requested, or by personal delivery evidenced by receipt. A copy of such notice shall be given to the organization. Any such employee who disputes the fact that he has failed to comply with the terms of this Article, shall, within a period of ten (10) calendar days from receipt of such notice, request the Carrier in writing to accord him a hearing. Upon receipt of such request, the Carrier shall set a date for hearing which shall be held as soon as possible and within ten (10) calendar days of the date of receipt or request therefor. Notice of the date set for hearing shall be promptly given the employee in writing by certified mail, return receipt requested, or by personal delivery evidenced by receipt. A copy of such notice of hearing shall be given to the Organization and the Organization shall attend and participate in the hearing. The receipt by the Carrier of a request for hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered. If such employee fails to request a hearing as provided herein, the Carrier shall proceed to terminate his employment on the basis of the record created by the foregoing procedures, and seniority in that craft or class not later than thirty (30) calendar days from receipt of the above-described notice from the organization, unless the Carrier and the Organization agree otherwise in writing.

2. The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this Article and shall render a decision accordingly. Such decision shall be rendered within ten (10) calendar days of the hearing date and the employee and the Organization shall be promptly advised thereof. If the decision is that the employee has not complied with the terms of this Article, his employment and seniority in that class or craft shall be terminated within ten (10) calendar days of the date of said decision, unless the Carrier and the Organization agree otherwise in writing. If the decision of the Carrier is not satisfactory to the employee or to the Organization, it may be appealed directly to the highest officer of the Carrier designated to handle such appeals. Such appeal shall be taken within nine (9) calendar days from receipt of the decision appealed from, and if taken, shall operate to stay action on the termination of employment, until the decision on appeal is rendered within ten (10) calendar days of the date the appeal is taken, and the employee and the Organization shall be promptly advised thereof. If the decision on such appeal is that the employee has not complied with the terms of this Article, his employment and seniority in that class or craft shall be terminated within ten (10) calendar days of the date of said decision, unless the Carrier and the Organization agree otherwise in writing. Such decision on appeal shall be final and binding unless within seven (7) calendar days thereof the Organization requests in writing that the decision be reviewed in joint conference by the President of the Carrier or his designee, and the General Chairman involved, or his designated representative. If such request is made, the decision on appeal shall be reviewed in such joint conference within seven (7) calendar days of the date such request is received, and any decision rendered within such seven day period shall be final and binding. If the decision on such review is that the employee has not complied with the terms of this Article, his employment and seniority in that class or craft shall be terminated within ten (10) calendar days of the date of said decision, unless the Carrier and the Organization agree otherwise in writing.
3. Time limits specified in this Section may be extended in individual cases by written agreement of the Carrier and the General Chairman.

4. Provisions of discipline rules contained in the Agreement will not apply to cases arising under this Article.

5. The General Chairman of the organization shall notify the Carrier in writing of the titles and addresses of its officers and representatives who are authorized to serve and receive the notices described in this Section. The Carrier shall notify the General Chairman of the Organization of the titles and address of its officers or representatives who are authorized to receive such notices.

E. Notwithstanding anything in this Article, the Carrier shall not be required to terminate the employment of any employee until such time as the services of a qualified replacement are available. The determination of whether a qualified replacement is available shall be made jointly between the designated representative of the Carrier and the designated representative of the Organization involved. The Carrier may not, however, retain any employee in service under the provisions of this Section for a period in excess of thirty (30) calendar days from the date of the decision from the last appeal taken. Employees whose service is extended under the provisions of this Section shall not, during such extension, retain or acquire any seniority rights.

F. An employee whose employment and seniority in a craft or class is terminated pursuant to the provisions of this Article shall have no time or money claim by reason thereof.

ARTICLE 32
401(k) SAVINGS PLAN

Any employee who is covered by the collective bargaining agreement may contribute to the Genesee & Wyoming Inc. 401(k) Savings Plan for Union Employees (the “Plan”) beginning the first quarter following date of hire.

The Buffalo & Pittsburgh Railroad Inc., agrees to make matching contributions to the Genesee & Wyoming Inc. 401(k) Savings Plan for Union Employees who elect to defer compensation and have savings and investment contributions made to the Genesee & Wyoming Inc. 401(k) Savings Plan for Union Employees for a given plan year. These matching contributions will be equal to twenty-five percent (25%) of the amount of such deferrals for each plan year, provided that such matching contributions shall not exceed one and one-half (1 ½ %) of the employee’s compensation for such plan year. Eligibility begins 1st quarter following one year of service.

The Plan is intended to be a “qualified” plan within the meaning of Section 401 of the Internal Revenue Code.

At the request of either party, a meeting may be held for the purpose of reviewing the operation of the Plan as it relates to employees covered by the collective bargaining agreement.
ARTICLE 33
GENERAL PROVISIONS

A. The parties to this and all collective bargaining agreements between them intend to continue complying with all laws and regulations governing unlawful discrimination, such as discrimination on account of race, color, religion, national origin, sex, handicap, or status as a disabled veteran and/or a veteran of the Vietnam Era.

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

C. The parties may by mutual agreement, in writing, either waive or extend any time limitations provided in this Agreement.

ARTICLE 34
RIGHT TO MAKE AGREEMENTS

The right to make agreements covering rates of pay and working conditions, and to interpret and apply them, respectively for the Carrier and the employees herein covered, is retained by the parties signatory hereto.

ARTICLE 35
EFFECTIVE DATE

This Agreement, as amended, shall become effective May 1, 2004. This is the only Agreement between the parties, and shall continue in effect until changed under the provisions of the Railway Labor Act, as amended. However, neither party may serve a notice under Section 6 of the Act to change or supplement this Agreement until after January 1, 2007, not to become effective before April 30, 2007. This will not prevent the parties from making changes by mutual agreement before that date.
FOR UTU CLEARING HOUSE AGREEMENT

R. F. DeGenova, President

J. F. Moore, Local Chairman

4-21-04
Date

FOR BUFFALO CENTRAL RAILROAD

David J. Collins, President

Jason C. Fuller, Vice President, Transportation

4-21-04
Date
ADDENDUM A

CLERKS AND STOREKEEPER SENIORITY ROSTER AND PRIOR RIGHTS

January 1, 2001

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<td>Murdock, J. L. **</td>
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**Promoted Employee

The above employees have prior rights at the locations shown. An employee shall not have the right to bump to a different location except in the event of a position that has gone "no bid" to the employees at that location. Notice of such an opening shall be promptly posted at other locations where Clerks or Storekeepers are employed. This roster is not intended to prohibit the creation of a Clerk(s) position at Butler if this should be needed in the future.
ADDENDUM B

The agreed interpretation and application of prior rights on the Buffalo and Pittsburgh Railroad Company.

It is agreed that Warehousemen and Storekeepers will remain in a regular position in their respective seniority lists so long as their seniority permits. When employees are displaced from a regular position in their class and craft in their prior right territory, they may within their respective seniority lists become a junior employee in a class and craft in which they hold seniority. Employees who displace a non-prior right territory must return to a position in their prior right territory on the first available position. Displacement made pursuant to this agreement must be within the time limits specified in the controlling Agreement.

This interpretation does not extend the requirement of employees to protect their seniority under existing agreements.

Agreed: May 7, 2004

FOR UTILITIES DEPARTMENT

R. E. [Signature]
Chairman

J. T. Moore [Signature]

FOR BUFFALO & PITTSBURGH RAILROAD

David J. [Signature]

Jason [Signature] [Position]

Date 4-21-04

Date 4-21-04

TOTAL F. 84
March 25, 2004

R.P. De Genova  
General Chairman  
UTU B&P Yardmasters and Clerks  
8127 Cliffview Drive  
Poland, Ohio 44514-2763

Information regarding Grievances or Claims from Buffalo & Pittsburg UTU Yardmasters, Clerks, and Storekeepers employees should be forwarded to:

Mark Mead  
Transportation Administrator  
1200-C Scottsville Road  
Suite 200  
Rochester, NY 14624  
(585) 463-3458  
Fax: (585) 463-3458

Appeals should be forwarded to:

Jason Fuller  
VP Transportation Operations  
1200-C Scottsville Road  
Suite 200  
Rochester, NY 14624  
(585) 463-3414  
Fax: (585) 463-3414

Information concerning Job Bulletins or changes from Rochester & Southern union employees will be published by:

Clerk/Callers  
1200-C Scottsville Road  
Suite 200  
Rochester, NY 14624  
(585) 463-3411  
Fax: (585) 463-3341

Respectfully,

Jason C. Fuller- VP Transportation NYPA Region .