

**NEW YORK DOCK IMPLEMENTING AGREEMENT**

between

**SPRINGFIELD TERMINAL RAILWAY COMPANY**

and

**PITTSBURG & SHAWMUT RAILROAD LLC d/b/a  
BERKSHIRE & EASTERN RAILROAD**

and

**EMPLOYEES REPRESENTED BY**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)**

WHEREAS, the Surface Transportation Board approved the replacement of Springfield Terminal Railway Company (“ST”) by Pittsburg & Shawmut Railroad LLC d/b/a Berkshire & Eastern Railroad (“B&E”) as operator of Pan Am Southern LLC (“PAS”) in Decision No. 9, *CSX Corp., et al.—Control and Merger—Pan Am Systems, Inc., et al.*, Finance Docket No. 36472 (served April 14, 2022) (hereinafter “Transaction”).

WHEREAS, after B&E becomes operator of PAS, ST will only operate the lines of the railroad subsidiaries of Pan Am Railways, Inc. (“PAR”).

WHEREAS, the STB imposed the New York Dock employee protective conditions on its approval of the Transaction.

WHEREAS, the parties signatory hereto desire to reach an implementing agreement in satisfaction of Article I, Section 4 of the New York Dock employee protective conditions, which addresses changes in operations that flow from the Transaction.

**NOW, THEREFORE, IT IS AGREED:**

## ARTICLE I

Upon no less than fourteen (14) days advance written notice by ST and B&E (hereinafter collectively "Carriers") to the General Chairman signatory hereto, ST and B&E may effect the following selection or rearrangement of forces as described herein to implement the Transaction. Pursuant to the terms of this Agreement, all ST employees in active service on the date of this Agreement will have an opportunity to continue railroad employment.

## ARTICLE II—WORKFORCE DIVISION

A. The purpose of this Agreement is to ensure that ST and B&E will have sufficient electrical workers in place for their respective needs of service by the date that B&E commences operation of PAS, hereinafter referred to as "Change Over Date." The Carriers will determine Change Over Date and employees will be given at least thirty (30) days advance individual notice by the Carriers of the Change Over Date once that date is established.

B. B&E will be a new operating entity with a new seniority district of limits extending westward from CPF 312 on the freight mainline to Rotterdam Jct. including all mainline, branch lines industrial track and all yard tracks including the Conn River mainline but not including the Worcester mainline from Barbers Station to MPX 25. ST will remain an existing operating entity operating the PAR System extending eastward from CPF 312 to KEAG, including the Worcester mainline from Barbers Station to MPX 25 in accordance with STB Finance Docket No. 36472 (Sub-No. 5).

C. Currently, ST has electrician positions at East Deerfield, South Deerfield, Mechanicville, Waterville, North Billerica, Oldtown and Rigby. From the effective date of this Agreement until thirty (30) days thereafter ("Allocation Period"), electricians desiring to change locations from a position on PAR to a position on PAS or from a position on PAS to a position

on PAR may exercise any displacement rights they have under the ST-IBEW collective bargaining agreement. Electricians in active service who do not have an existing displacement right as of the effective date of this Agreement will be permitted to make a one-time displacement from PAR to PAS or from PAS to PAR. For the avoidance of doubt, electricians that have an existing displacement right as of the effective date of this Agreement will not be given an additional move as described above. At the end of the Allocation Period, all electricians will remain on the position they hold until Change Over Date.

D. On Change Over Date, all electricians employed at Waterville, North Billerica, Oldtown and Rigby will continue to be employed by ST under the current ST collective bargaining agreement.

E. On Change Over Date, all electricians employed at East Deerfield, South Deerfield and Mechanicville will become employed by B&E under the current ST collective bargaining agreement, as amended by Attachment I hereto.

F. Employees on leave of absence or who are otherwise inactive shall, to the extent provided by the current ST-IBEW Agreement, retain seniority only at the location where the employee last actively worked.

G. Electrical workers must accept the position awarded pursuant to this Agreement. An employee who accepts the position he or she was awarded will be entitled to the protections of the New York Dock conditions if the employee is placed in a worse position as a result of the Transaction. If the employee's position requires the employee to move his or her place of residence, the employee will be entitled to the moving expenses outlined in Article VII below. However, an employee who voluntarily selects a position during the Allocation Period, which requires a change in residence, is not entitled to such moving expenses. An employee

who declines to accept a position pursuant to this Agreement will forfeit all seniority and will not be provided any labor protection benefits under New York Dock.

H. Employees will be given at least thirty (30) days advance notice by the Carriers of the Change Over Date once established.

#### ARTICLE III—TEMPORARY TRANSFERS

The parties recognize that, because of changes in employment levels that may occur before, during or after the division of the workforce pursuant to Article II, but before Change Over Date, the Carriers may need to make temporary transfers of employees between positions on them in order to ensure that each Carrier has a sufficient workforce at the appropriate locations at Change Over Date to meet the needs of service. The Carriers will initially seek volunteers for such temporary transfers or will assign in reverse seniority order if no volunteers are available, on terms mutually agreed upon between the Organization and the Carriers.

#### ARTICLE IV—SENIORITY RIGHTS

A. ST will within fifteen (15) days after the Allocation Period, publish a new seniority roster for electrical workers reflecting the fact that there may be fewer ST electrical workers due to the Transaction, some ST electrical workers will be holding position with B&E, and ST will only operate lines of the PAR rail carriers. This new ST seniority roster will become effective on Change Over Date. ST employees who are not holding positions at B&E will retain the system seniority date and any prior rights they had as of the date of this Agreement. ST will post the seniority roster at the locations where electrical workers report to work and provide copies to the Organization.

B. B&E will within fifteen (15) days after the Allocation Period publish the seniority roster for electrical workers on B&E. Former ST employees will be placed onto the B&E roster

using their ST entered service date as shown on the current ST roster for electrical workers. This new B&E seniority roster will become effective on Change Over Date. ST will post the B&E seniority roster at locations where electrical workers report to work and provide copies to the Organization.

C. Employees accepting employment with B&E will become exclusively employees of B&E and will be removed from ST seniority system rosters at Change Over Date except as provided in Article VI.

D. Former ST employees who become B&E employees under Article II shall be credited with prior service for vacation, personal leave days, and other benefits under the applicable collective bargaining agreement (Attachment 1), which are granted on the basis of qualifying years of service.

#### ARTICLE V—APPLICABLE COLLECTIVE BARGAINING AGREEMENT

A. The applicable collective bargaining agreement for employees working in the electrical worker craft or class on ST will be the ST-IBEW Agreement. The applicable collective bargaining agreement for employees working in the electrical worker craft or class on B&E will be the ST-IBEW Agreement as adopted and modified by B&E, which is Attachment 1 to this Agreement.

#### ARTICLE VI—RESIDUAL SENIORITY (FLOW BACK) RIGHTS

A. Employees who select or are placed on positions with B&E shall retain residual seniority rights on the ST Seniority Roster for a period of one (1) year from Change Over Date. Such employees shall be permitted to exercise their ST residual seniority rights only if they are furloughed from their position(s) with B&E within one (1) year and cannot exercise seniority to any other position with B&E. In that event only, furloughed B&E employees with residual ST

seniority shall be permitted to exercise a one-time, irrevocable option to exercise their residual seniority on ST to a position that is available. In the event there is no available position, ST shall identify a position outside the craft for such employees. In the event an employee exercises his/her residual seniority rights under this provision, such employee shall forfeit all further seniority rights on B&E.

B. In the event that the ST seniority roster is integrated with the seniority of employees of CSX Transportation, Inc. during the one-year period during which employees hold residual seniority rights, provision shall be made to ensure that such employees will retain their residual seniority rights under the CSXT-IBEW Implementing Agreement for the remainder of that one-year period.

C. In the event the employee accepts another position in another craft while in furlough status, this does not negate the employee's ability to exercise his seniority pursuant to the terms of Article VI.

#### ARTICLE VII – MOVING EXPENSES

A. Moving and relocation expense benefits shall be those specified in Articles 9 and 12 of the New York Dock conditions.

B. For purposes of Article 9 and Article 12 of the New York Dock conditions, the provisions as contained within New York Dock will be controlling.

#### ARTICLE VIII—LABOR PROTECTION CLAIMS PROCEDURE

A. All provisions of New York Dock will apply except as follows.

B. Claims filed by a ST employee must be filed with the carrier official designated by ST to receive such claims. Claims filed by a B&E employee must be filed with the carrier official designated by B&E to receive such claims. The employee will use the form in

Attachment 2 to claim protective benefits. To the extent employees who remain with ST or accept employment with B&E are adversely affected by the replacement of ST by the B&E as operator of PAS, the parties agree that the 4% wage increase granted to ST employees by that Side Letter between ST and IBEW dated March 29, 2023, will not be considered part of or included in that employee's total compensation prior to the Change Over Date for purposes of calculating displacement or dismissal allowances under the New York Dock conditions.

C. Monthly claims for displacement or dismissal allowances must be submitted by U.S. mail or electronically as mutually agreed upon by the Carrier and the General Chairman and be postmarked or emailed by the employee not later than sixty (60) days from the last day of the month for which a claim is being made. Claims not made within this time limit will not be entertained or allowed.

D. Each dismissed employee shall also provide his or her Carrier with the following information for the month in which he or she is seeking a dismissal allowance no later than sixty (60) days from the last day of the month for which the claim is being made on a form provided by the Carrier, Attachment 3. This form is in addition to the Claim Form referenced in Paragraph B above (Attachment 2).

1. The day(s) claimed by such employee under any unemployment insurance act.
2. The day(s) each such employee worked in other employment, the name and address of the employer, and the gross earnings made by the dismissed employee in such other employment.

E. If the employee referred to in this Article has nothing to report under this Article on account of not being entitled to benefits under any unemployment insurance law and having

no earnings from any other employment, such employee shall submit, within the term provided for in Paragraph D of this Article, Attachment 3, stating "Nothing to Report".

F. The failure of any employee referred to in this Article to provide the information required by this Article shall result in the withholding of all protective benefits during the month covered by such information pending Carrier's request of such information from the employee.

G. When claims for compensation alleged to be due have been presented in accordance with paragraph B above and are not allowed, the employee or his or her representative will be notified in writing by the Carrier of the reason for the declination within ninety (90) days from the date such claims were received. When not so notified, claims will be allowed, but their allowance shall only apply to the particular claim and shall not be considered a precedent.

H. An employee may appeal a claim declination to the Carrier's designated Labor Relations Officer. Appeals from decision regarding claims for compensation alleged to be due will be made in writing within ninety (90) days from the date of the notice of declination or they will not be allowed.

I. When such timely appeals filed pursuant to Paragraph H above are not allowed, the employee or his or her representative will be notified of the reasons for the declination, in writing, within ninety (90) days from the date appeal was received. When not so notified, claims for compensation alleged to be due will be allowed, but their allowance shall only apply to the particular claim and shall not be considered a precedent.

J. Failure to comply with the time limits set forth above will cause the matter to be closed, but this will not be considered as a precedent or waiver of the contentions of either party to similar claims.



K. All claims involving a decision by the designated Labor Relations Officer will be barred unless, within six (6) months from the date of said officer's decision, proceedings are initiated by the employee or his or her representative pursuant to Article I, Section 11 of the New York Dock conditions.

#### ARTICLE IX—DISPUTE RESOLUTION

Any disputes arising over the interpretation, application, or enforcement of this Agreement shall be resolved in accordance with the dispute resolution procedures in Article I, Section 11 of the New York Dock conditions. Nothing in this Agreement is intended to modify Attachment 1, the letter dated May 17, 2023 from Pan Am Railways, or the letters dated May 17, 2023 from CSX Transportation, Inc.

#### ARTICLE X—GENERAL

A. This Agreement, together with Attachments 1 to 4, shall constitute the implementing agreement required by Article I, Section 4 of the New York Dock conditions imposed in Docket No. 36472 (Sub-No. 5) (Attachment 4).

B. If there is any inconsistency or conflict between this Agreement and any collective bargaining agreement or any implementing agreement, the terms of this Agreement control, provided that nothing in this Agreement is intended to modify the New York Dock protective conditions.

C. This Agreement shall become effective upon notice to the General Chairman pursuant to Article I.

Signed this 24<sup>th</sup> day of MAY, 2023.

**\* SUBJECT TO RATIFICATION \***

FOR SPRINGFIELD TERMINAL  
RAILWAY COMPANY



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INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS



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FOR PITTSBURG & SHAWMUT  
RAILROAD LLC d/b/a BERKSHIRE &  
EASTERN RAILROAD

*Brad Ovitt*

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## ATTACHMENT 1

### Transition Agreement Between Berkshire & Eastern Railroad And International Brotherhood of Electrical Workers

Berkshire & Eastern Railroad ("B&E" or "Carrier") and the International Brotherhood of Electrical Workers, System Council No. 7 ("IBEW" or "Organization") will apply the terms of *The Springfield Terminal Railway Company and International Brotherhood of Electrical Workers System Council No. 7 Effective June 10, 2018*, with the following changes:

Article/Section	Description
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Throughout: Replace *Springfield Terminal Railway Company* and *ST* with *Berkshire & Eastern Railroad* and *B&E*, respectively.

*In the application of this Agreement, it is understood and agreed that, as operator on the Pan Am Southern Railway territory, the Carrier will perform maintenance tasks but lacks the capacity for rebuild level work, which it will not perform.*

- |             |  |
|-------------|--|
| 4.2         | Delete sentence regarding Backshop.  |
| 4.3 and 4.4 | Replace 20 with 30 minutes   |
| 10.1        | Delete references to Prior Rights Seniority  |
| 10.1        | Add the following: <i>In the event any Berkshire and Eastern Railroad electrical worker is furloughed, such employee will be given an opportunity to be given the first right of hire with Springfield Terminal or CSXT on or after the changeover date.</i>   |
| 11          | Delete Rule 11. 3 and references to Prior Rights Seniority.  |
| 15.1        | Add: <i>Any or all attendees may participate via video conference.</i>   |
| 18          | The current vacation rule shall be applicable only to former ST employees hired by B&E through the Implementing Agreement process. For employees hired outside that process, apply instead earn-as-you-go vacation shown on Exhibit 1. Employees may exercise the one-time option to elect earn-as-you-go vacation by notifying B&E no later than the deadline for submission of vacation picks for the following calendar year. |
| 20          | Leaves of absence shall not exceed 30 days.  |
| 42.1        | All employees with 1 year or more of seniority will be granted five (5) annual sick leave days.  |

**ATTACHMENT 1**

**Transition Agreement Between  
Berkshire & Eastern Railroad  
And  
International Brotherhood of Electrical Workers**

It is further agreed as follows:

1. Effective upon Change Over Date, the rates of pay in Article 33.1 shall be:

Licensed Electricians	\$34.94
Electricians	\$33.91

2. The moratorium for the ST collective bargaining agreement, as adopted by the parties, shall be extended as follows: Neither party to this Agreement will serve notices to the other under Section 6 of the Railway Labor Act, as amended, prior to June 10, 2023, to be effective no sooner than June 10, 2024.



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Arthur J. Davidson  
General Chairman  
IBEW System Council No. 7



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Brad Ovitt  
President  
Berkshire & Eastern Railroad

**ATTACHMENT 1**  
**Transition Agreement Between**  
**Berkshire & Eastern Railroad**  
**And**  
**International Brotherhood of Electrical Workers**

**EXHIBIT 1**

**Article 18 - Vacation**

18.1 Vacation will be earned throughout the year on a pro-rata basis ("earn-as-you-go") based on years of service as of January 1<sup>st</sup> of the year of hire, as follows:

Less than 1 year of service	8.00 hours per month (see note below)
1 to 5 years of service	8.67 hours per month (13 days)
After 5 years of service	10.67 hours per month (16 days)
After 10 years of service	12.67 hours per month (19 days)
After 15 years of service	14.00 hours per month (21 days)
After 25 years of service	16.67 hours per month (25 days)

Note: Individuals joining the company during a calendar year will begin earning vacation the month following their date of hire. (For example, an Employee hired August 15th will start earning vacation time on September 1<sup>st</sup>.)

18.2 Employees may use vacation time in the current calendar year before it is actually earned in that year, up to the projected vacation limit for the given year.

18.3 An Employee who severs their employment relationship will be paid for any unused and earned vacation through that date. New hires must work a minimum of six (6) months to receive unused/earned vacation payout. Employees will continue to earn vacation time during approved leaves of absence.

18.4 Vacation earned during a calendar year must be taken during the calendar year in which it is earned ("use-it or lose-it"). If the Carrier cancels a vacation the Employee will have the option to reschedule their vacation for later in the year or receive payment for canceled vacation. The Employee must inform the Carrier within fourteen (14) days of notification of canceled vacation, in writing, of their decision to either reschedule their vacation for a later date or receive payment. If said Employee does not make an election, the default will be to receive payment.

18.5 Weekly Vacation Scheduling: Employees will be required to submit vacation requests before December 1<sup>st</sup> for the following year to their General Manager. Vacation weeks will consist of five (5) paid days plus two (2) non-paid days. Vacation request will be granted and assigned in seniority order. All vacation weeks will be assigned to commence on the first day of the Employee's designated workweek and continue as a consecutive week.

a) If an Employee does not submit their vacation request by December 1<sup>st</sup> their vacation will not be assigned until after the Employees who submitted a timely request have their vacations assigned.

## **ATTACHMENT 1**

### **Transition Agreement Between**

**Berkshire & Eastern Railroad**

**And**

**International Brotherhood of Electrical Workers**

b) On or before December 5<sup>th</sup> all vacation requests that have been received by the Carrier, along with the number of Employees that can be off for vacation at any one time, will be forwarded to the Local Chairman for the purpose of preparing the vacation schedule. The Local Chairman, on or before December 20<sup>th</sup>, will submit to the Carrier the vacation schedule for the upcoming year. Upon approval thereof by the Carrier, the vacation schedule will be posted.

c) Employees earning vacation time after the annual assignment of vacation time must submit their request in writing to their Manager not less than twenty-one (21) days in advance of the date(s) being requested on which to observe a vacation day(s). The Carrier will grant or deny the request not less than ten (10) days in advance of the date so requested.

18.6 Daily Vacation: One week of vacation (five (5) days) plus the number of days over week increments to which an Employee is entitled may be observed in daily increments. If the Employee requests a day of vacation and there are sufficient Employees available to protect the service, the single day of vacation will be granted. An Employee submitting a request to observe a single day of vacation must do so not less than twenty-one (21) days in advance of the day being requested. The Carrier will grant or deny request not less than ten (10) days in advance of date so requested. All requests for single days of vacation must be submitted to the Carrier no later than October 1<sup>st</sup>. If more than one request is received for the same day off, the granting of the request will be first come, first served. If more than one (1) request is submitted on the same day for the same day off then it will be awarded based on seniority. Single days of vacation must be observed before December 15<sup>th</sup> of the current year.

**Request for Entitlement to New York Dock Benefits**

**Instructions:**

This Entitlement to Benefits Form is to assist the Employee and the Company in determining whether the Employee is entitled to benefits. We wish to do this as promptly as possible in order to expedite the processing of valid claims. You may help by completing the form with as many helpful facts as will assist the Company in its initial determination as to whether you have been adversely affected.

**Completed forms for Springfield Terminals employees:**

Springfield Terminals employees seeking benefits should return their form to:

Mr. Tony Lomanto  
Director Labor Relations  
CSXT – Springfield Terminal  
1700 Iron Horse Park  
N. Billerica, MA 01862  
Tony\_Lomanto@csx.com

**Completed forms for Berkshire & Eastern employees:**

Berkshire & Eastern employees seeking benefits should return their form to:

Bridget Shepard  
AVP Human Resources  
Genesee & Wyoming Railroad Services, Inc.  
200 Meridian Centre, Suite 300  
Rochester, NY 14618  
bshepard@gwrr.com

Notice of:  Placement in a worse position with respect to my compensation.

or

Loss of Employment.

Name: \_\_\_\_\_ ID No. \_\_\_\_\_ Craft: \_\_\_\_\_

Home Address: \_\_\_\_\_

Current Seniority Roster No.: \_\_\_\_\_ Seniority Date: \_\_\_\_\_

Hire Date: \_\_\_\_\_ Immediate Supervisor: \_\_\_\_\_

1. On what date were you first placed in a worse position or deprived of employment?

\_\_\_\_\_

How:  Position Abolished

Displaced by \_\_\_\_\_

Other. Explain \_\_\_\_\_

2. (a) What position did you hold immediately prior to the date shown in Item 1?

Position: \_\_\_\_\_ Location: \_\_\_\_\_

Rate of pay: \_\_\_\_\_ hour/day

(b) What position do you currently hold?

Position: \_\_\_\_\_ Location: \_\_\_\_\_

Rate of pay: \_\_\_\_\_ hour/day

(c) At the time of your displacement, did you exercise your seniority to obtain the highest paying position available to you? \_\_\_\_\_

If the answer is no, please explain: \_\_\_\_\_

\_\_\_\_\_

3. Identify what occurred that resulted in your being placed in a worse position or deprived of employment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Explain in detail how your work situation changed and caused you to be adversely affected. (Use additional sheet if necessary.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**I HEREBY CERTIFY THAT THIS INFORMATION IS TRUE AND CORRECT:**

\_\_\_\_\_

**(Signature)**

\_\_\_\_\_

**(Date)**

**Employee Report of Outside Earnings**  
**CSX Corp., et al.—Control and Merger—Pan Am Systems, Inc., et al., Finance Docket No. 36472 (Sub-No. 5)**

A.(ID No.) \_\_\_\_\_ D.(Protection Agreement) \_\_\_\_\_  
 B.(Employee Name) \_\_\_\_\_ F.(Protection Expiration Date) \_\_\_\_\_  
 C.(Claim Period (mm/yy)) \_\_\_\_\_ E.(Location and Railroad (ST or B&E)) \_\_\_\_\_

Earnings (including sick, vacation, personal leave, etc.)		Federal or State Unemployment Benefits	Remarks
Name of Employer	Outside Earnings		
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
<b>TOTAL</b>			

I hereby certify that the above information is true and correct, and I agree on request of Springfield Terminal or Berkshire & Eastern to submit promptly for inspection when available a copy of each (W-2) statement of earnings that I am furnished each year by my employers.

(Employee Signature) \_\_\_\_\_ / (Employee Name (Print)) \_\_\_\_\_ (Prepared by) \_\_\_\_\_ (Date) \_\_\_\_\_

## INSTRUCTIONS

### **The following fields must be completed:**

- A. Employee ID Number (6 digits only)
- B. Name - initials and last name only.
- C. Claim Period - Month and year
- D. Agreement - Name of agreement which allows guarantee  
Examples: New York Dock
- E. Location and Current Railroad (Springfield Terminal or Berkshire & Eastern)
- F. Expiration Date of Protection - List month, day and year
- G. List outside earnings and monies received from federal or state unemployment insurance programs such as Railroad Unemployment Insurance from the RRB for each day of the month. Be sure to include name of outside employer.
- H. Form must be signed by employee or person prepared by
- I. If an employee has no outside earnings and/or federal or state unemployment benefits for the month, write "Nothing to Report" in Row 1 for the appropriate column for Outside Earnings and/or Unemployment Benefits. For example, if the employee had no outside earnings or unemployment benefits for the month, write "Nothing to Report" in both the box in the Outside Earnings column and in the box for unemployment benefits.
- J. When form is completed, email, fax or mail to either the B&E or ST contact, as appropriate:

**Berkshire & Eastern Contact**  
Bridget Shepard  
A VP Human Resources  
G&W Railroad Services, Inc.  
200 Meridian Centre, Suite 300  
Rochester, NY 14618  
bshepard@gwr.com

**Springfield Terminal Contact**  
Mr. Tony Lomanto  
Director Labor Relations  
CSXT – Springfield Terminal  
1700 Iron Horse Park  
N. Billerica, MA 01862  
Tony\_Lomanto@csx.com

## Attachment 4

### NEW YORK DOCK PROTECTIVE CONDITIONS

Finance Docket No. 28250 Appendix III

Labor protective conditions to be imposed in railroad transactions pursuant to 49 U.S.C. 11343 et seq. [formerly sections 5(2) and 5(3) of the Interstate Commerce Act], except for trackage rights and lease proposals which are being considered elsewhere, are as follows:

1. Definitions. (a) "Transaction" means any action taken pursuant to authorizations of this Commission on which these provisions have been imposed.

(b) "Displaced employee" means an employee of the railroad who, as a result of a transaction is deprived of employment with the railroad because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of a transaction.

(c) "Dismissed employee" means an employee of the railroad who, as a result of a transaction is deprived employment with the railroad because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of a transaction.

(d) "Protective period" means the period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of 6 years therefrom, provided, however, that the protective period for any particular employee shall not continue for a longer period following the date he was displaced or dismissed than the period during which such employee was in the employ of the railroad prior to the date of his displacement or his dismissal. For purposes of this appendix, an employee's length of service shall be determined in accordance with the provisions of section 7(b) of the Washington Job Protection Agreement of May 1936.

2. The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of the railroad's employees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes.

3. Nothing in this Appendix shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements; provided, that if an employee otherwise is eligible for

protection under both this Appendix and some other job security or other protective conditions or arrangements, he shall elect between the benefits under this Appendix and similar benefits under such other arrangement and, for so long as he continues to receive such benefits under the provisions which he so elects, he shall not be entitled to the same type of benefit under the provisions which he does not so elect; provided further, that the benefits under this Appendix, or any other arrangement, shall be construed to include the conditions, responsibilities and obligations accompanying such benefits; and, provided further, that after expiration of the period for which such employee is entitled to protection under the arrangement which he so elects, he may then be entitled to protection under the other arrangement for the remainder, if any, of this protective period under that arrangement.

4. Notice and Agreement or Decision - (a) Each railroad contemplating a transaction which is subject to these conditions and may cause the dismissal or displacement of any employees, or rearrangement of forces, shall give at least ninety (90) days written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees of the railroad and by sending registered mail notice to the representatives of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes to be affected by such transaction, including an estimate of the number of employees of each class affected by the intended changes. Prior to consummation the parties shall negotiate in the following manner.

Within five (5) days from the date of receipt of notice, at the request of either the railroad or representatives of such interested employees, a place shall be selected to hold negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this appendix, and these negotiations shall commence immediately thereafter and continue for at least thirty (30) days. Each transaction which may result in a dismissal or displacement of employees or rearrangement of forces, shall provide for the selection of forces from all employees involved on a basis accepted as appropriate for application in the particular case and any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this section 4. If at the end of thirty (30) days there is a failure to agree, either party to the dispute may submit it for adjustment in accordance with the following procedures:

(1) Within five (5) days from the request for arbitration the parties shall select a neutral referee and in the event they are unable to agree within said five (5) days upon the selection of said referee then the National Mediation Board shall immediately appoint a referee.

(2) No later than twenty (20) days after a referee has been

designated a hearing on the dispute shall commence.

(3) The decision of the referee shall be final, binding and conclusive and shall be rendered within thirty (30) days from the commencement of the hearing of the dispute.

(4) The salary and expenses of the referee shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(b) No change in operations, services, facilities, or equipment shall occur until after an agreement is reached or the decision of a referee has been rendered.

5. Displacement allowances - (a) So long after a displaced employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall, during his protective period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced. Each displaced employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of his displacement as a result of the transaction (thereby producing average monthly compensation and average monthly time paid for in the test period), and provided further, that such allowance shall also be adjusted to reflect subsequent general wage increases. If a displaced employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(b) If a displaced employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for justifiable cause.

6. Dismissal allowances. - (a) A dismissed employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall also be adjusted to reflect subsequent general wage increases.

(b) The dismissal allowance of any dismissed employee who returns to service with the railroad shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of section 5.

(c) The dismissal allowance of any dismissed employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings in such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the railroad shall agree upon a procedure by which the railroad shall be currently informed of the earnings of such employee in employment other than with the railroad, and the benefits received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible after appropriate notification, if his return does not infringe upon the employment rights of other employees under a working agreement.

7. Separation allowance. - A dismissed employee entitled to protection under this appendix, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this appendix) accept a lump sum payment computed in accordance with section 9 of the Washington Job Protection Agreement of May, 1936.

8. Fringe benefits. - No employee of the railroad who is affected by a transaction shall be deprived, during his protection period, of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, reliefs, et cetera, under the same conditions and so long as such benefits continue to be accorded to other

employees of the railroad, in active or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

9. Moving expenses. - Any employee retained in the service of the railroad or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment as a result of the transaction, and who within his protective period is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects for the traveling expenses of himself and members of his family, including living expenses for himself and his family and for his own actual wage loss, not exceeding 3 working days, the exact extent of the responsibility of the railroad during the time necessary for such transfer and for reasonable time thereafter and the ways and means of transportation to be agreed upon in advance by the railroad and the affected employee or his representatives; provided, however, that changes in place of residence which are not a result of the transaction, shall not be considered to be within the purviews of this section; provided further, that the railroad shall, to the same extent provided above, assume the expenses, et cetera, for any employee furloughed within three (3) years after changing his point of employment as a result of a transaction, who elects to move his place of residence back to his original point of employment. No claims for reimbursement shall be paid under the provision of this section unless such claim is presented to the railroad within 90 days after the date on which the expenses were incurred.

10. Should the railroad rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving an employe of benefits to which he otherwise would have become entitled under this appendix, this appendix will apply to such employee.

11. Arbitration of disputes. - (a) In the event the railroad and its employees or their authorized representatives cannot settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this appendix, except section 4 and 12 of this article I, within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or the highest officer designated by the railroads, as the case may be, shall be deemed the selected member and the committee shall



then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree to a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding, upon the parties.

(b) In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the railroad will be entitled to appoint additional representatives so as to equal the number of labor organization representatives.

(c) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(d) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(e) In the event of any dispute as to whether or not a particular employee was affected by a transaction, it shall be his obligation to identify the transaction and specify the pertinent facts of that transaction relied upon. It shall then be the railroad's burden to prove that factors other than a transaction affected the employee.

12. Losses from home removal. - (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the railroad (or who is later restored to service after being entitled to receive a dismissal allowance) who is required to change the point of his employment within his protective period as a result of the transaction and is therefor required to move his place of residence:

(i) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by the railroad for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the date of the transaction so as to be unaffected thereby. The railroad shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other person.

(ii) If the employee is under a contract to purchase his home, the railroad shall protect him against loss to the extent of the fair value of equity he may have in the home and in addition shall relieve him from any further obligation under his contract.

(iii) If the employee holds an unexpired lease of a dwelling occupied by him as his home, the railroad shall protect him from all loss and cost in securing the cancellation of said lease.

(b) Changes in place of residence which are not the result of a transaction shall not be considered to be within the purview of this section.

(c) No claim for loss shall be paid under the provisions of this section unless such claim is presented to the railroad within 1 year after the date the employee is required to move.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employee, or their representatives and the railroad. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner. One to be selected by the representatives of the employees and one by the railroad, and these two, if unable to agree within 30 days upon a valuation, shall endeavor by agreement, within 10 days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the National Mediation Board to designate within 10 days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

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ARTICLE II

1. Any employee who is terminated or furloughed as a result of a transaction shall, if he so requests, be granted priority of employment or reemployment to fill a position comparable to that which he held when his employment was terminated or he was furloughed, even though in a different craft or class, on the railroad which he is, or by training or retraining physically and mentally can become, qualified, not, however, in contravention of collective bargaining agreements relating thereto.

2. In the event such training or retraining is requested by

such employee, the railroad shall provide for such training or retraining at no cost to the employee.

3. If such a terminated or furloughed employee who had made a request under section 1 or 2 of the Article II fails without good cause within 10 calendar days to accept an offer of a position comparable to that which he held when terminated or furloughed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such 10-day period, forfeit all rights and benefits under this appendix.



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

May 17, 2023

Arthur J. Davidson  
General Chairman – System Council No.7, IBEW  
300 Cantrell Street  
Philadelphia, PA 19148

Re: Section 6 Notice and Agreement

Dear Mr. Davidson:

This will confirm the understanding reached between the parties during the recent negotiations leading to a new collective bargaining agreement, which is effective June 10, 2023.

Contingent upon ratification of the Implementing Agreement and in full satisfaction of the pending Section 6 Notices, the rates of pay in **Rule 33. Rates of Pay of the ST-IBEW Agreement** will be adjusted effective June 10, 2023 to reflect a 4% general wage increase as follows.

	<u>Hourly Rate</u>	
	<u>Licensed</u>	<u>Electricians</u>
	<u>Electricians (B&amp;B)</u>	
<b>June 10, 2023</b>	<b>\$34.94</b>	<b>\$33.91</b>

The ST-IBEW Agreement, as amended by this Side Letter and the New York Dock implementing agreement in STB Docket No. 36472 (Sub-No. 5), supersedes in their entirety all prior collective bargaining agreements, memoranda of agreement, letters of understanding, Carrier letters or local agreements or understandings and constitutes the whole agreement between the Parties.

It is further understood that neither party to the ST-IBEW Agreement will serve notices to the other under Section 6 of the Railway Labor Act, as amended, prior to January 1, 2024, to be effective no sooner than June 10, 2024.

Very truly yours,

Anthony F. Lomanto  
Director, Labor Relations

I agree:

Arthur Davidson  
General Chairman – System Council No.7, IBEW



Jeff Wall  
Vice President, Labor Relations  
CSX Transportation, Inc.  
500 Water Street  
Jacksonville, FL 32202  
jeff\_wall@csx.com

*VIA EMAIL*

May 17, 2023

Arthur J. Davidson  
General Chairman – IBEW System Council No.7  
300 Cantrell St.  
Philadelphia, PA 19148

Re: Phase Two Letter of Understanding

Dear Mr. Davidson:

This will confirm our discussions relating to the recently concluded Implementing Agreement negotiations regarding Finance Docket No. 36472 (Sub-No. 5). This will confirm that CSX Transportation, Inc. (CSX) agrees to place employees who remain with Springfield Terminal Railway Company (ST) under the appropriate CSX collective bargaining agreement following the replacement of ST by the Pittsburg & Shawmut Railroad LLC d/b/a Berkshire & Eastern Railroad (“B&E”) as operator of Pan Am Southern LLC (“PAS”), provided that the parties have reached an implementing agreement under the New York Dock conditions in connection with the merger of ST into CSX (the “Merger Transaction”).

Accordingly, the Parties agree as follows:

1. Immediately upon commencement of B&E’s operation of PAS, CSX and ST will serve a notice pursuant to Article I, Section 4 of the New York Dock conditions in Finance Docket No. 36472 to negotiate an Implementing Agreement to effectuate the Merger Transaction, including the placement of employees who remain with ST under the applicable CSX-IBEW collective bargaining agreement (the “Phase 2 Implementing Agreement”).
2. In the event the Parties are unable to reach a Phase 2 Implementing Agreement within thirty (30) days after commencement of negotiations, either party may submit the matter to arbitration pursuant to Section 4 of the New York Dock conditions before an Arbitrator to be determined by agreement or alternate strike method.

Arthur J. Davidson  
May 17, 2023  
Page 2

Sincerely,



Agreed:

  

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Arthur Davidson

cc: Anthony Lomanto



Jeff Wall  
Vice President, Labor Relations  
CSX Transportation, Inc.  
500 Water Street  
Jacksonville, FL 32202  
jeff\_wall@csx.com

*VIA EMAIL*

May 17, 2023

Arthur J. Davidson  
General Chairman – System Council No. 7, IBEW  
300 Cantrell Street  
Philadelphia, PA 19148

Re: New York Dock Implementing Agreement Negotiations – Pan Am Railways

Dear Mr. Davidson:

Per our previous discussion, I am authorized to commit to you that, contingent upon IBEW's final execution of the phase one New York Dock Implementing Agreement (attached) and related attachments, effective July 1, 2023, Springfield Terminal will apply the existing CSXT pay rates to all IBEW represented employees and will continue to apply the CSXT future pay rates thereafter. This agreement will not apply to those IBEW represented employees who accept employment with the Berkshire and Eastern Railroad.

It is further agreed that implementation of CSXT pay rates will not be considered part of or included in any employee's total compensation prior to the change over date for purposes of calculating displacement or dismissal allowances under the New York Dock conditions.

If you accept this offer, please execute and return the attached implementing agreement and a copy of this letter with your signature indicating your concurrence in the space below. Thank you.

Sincerely,

Agreed:

\_\_\_\_\_  
Arthur Davidson

cc: Anthony Lomanto