

June 27, 2023

Cynthia T. Brown
Chief, Section of Administration
Surface Transportation Board Office of Proceedings
395 E Street, SW
Washington, DC 20423

ENTERED
Office of Proceedings
July 10, 2023
Part of
Public Record

RE: STB Docket No. FD 36472

CSX Corporation and CSX Transportation, Inc. et al. - Control and Merger - Pan Am Systems, Inc., Pan Am Railways, Inc., Boston and Maine Corporation, Maine Central Railroad Company, Northern Railroad, Pan Am Southern LLC., Portland Terminal Company, Springfield Terminal Railway Company, Stony Brook Railroad Company and Vermont & Massachusetts Railroad Company

Dear Ms. Brown:

By way of introduction, I am the Lodge President of the BMW Springfield Terminal Railway Company (a.k.a. Pan Am Railways) headquartered in proximity to Deerfield, Massachusetts. I am writing this letter in collaboration with the membership of the Brotherhood of Maintenance of Way Employees Division, Springfield Terminal Railway Company a.k.a. Pan Am Railways Systems.

My objective with this correspondence is to inform the Surface Transportation Board that a carrier motivated 'Implementation Agreement' which on its face is very inconsistent with the mandated New York Dock labor protections. The New York Dock labor protections, a settlement that was decided by and was exclusively determined by the carrier's and union management without input, consensus or ratification of the union membership. I write this hoping you will truly appreciate the level of anxiety that our members feel after passing the well over 1 year anniversary of the STB decision. This includes that for the same, well over 1 year of intentionally being fed rumors and misinformation.

Myself and fellow BMW members were infuriated when we found out by a fluke occurrence that our senior BMW union leadership apparently signed this (see attached 37 page agreement (PDF)) agreement, which ostensibly modifies our New York Dock labor protection.

Due to the significant impact of this transaction to the n/f Pan Am Rail System as well as the impact to the labor force that operated and maintained the services in compliance with all Federal, State regulations, laws and statutes. This paired transaction (a sale and then a lease of operation) barely emphasize the impact to the separation of a rail network that not only divests in the properties (52% and 48%) it also dismantles 72% of its workforces covered under the Collective Bargaining Agreement with Springfield Terminal Railway.

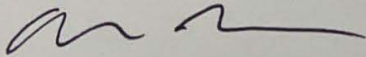
There were numerous calls to union leadership to allow settlement to fall in the jurisdiction of the referee. BMW membership looking at the significant loss in our resolution by a national mediation board's appointment of a 'referee'. Our right to review and ratify the agreement was intentionally ignored.

Ms. Brown, we understand that the membership gives the union limited discretion to make decisions and to act in our interest on what it perceives to be the best interests of its members. However, this does not mean that a union can act freely and without any limitation. Under the doctrine of the duty of

fair representation, the law requires that when a union represents or negotiates on behalf of all the employees in our bargaining unit, BMWWE must conduct themselves in a manner that is not 'arbitrary, discriminatory, or behalves in bad faith'. We have logical doubts about our representation.

I have addressed this to your attention because it would seem that you have the custodial responsibility to gather all the filings for STB Docket No. FD 36472. We would like to make you aware of our situation. I would like to Thank You in advance for your care and understanding in this matter.

Sincerely;



Daryl Brunelle
BMWWE Lodge # 0347 President
Springfield Terminal Railway Company

cc: BMWWE Lodge # 0160 President
All Parties of Record

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

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION, IBT

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. ST employees in the maintenance of way ("MOW") craft will be divided between ST and B&E in a manner such that ST and B&E will have sufficient MOW employees 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 estimate that it will occur no sooner than thirty (30) days after positions have been awarded on ST and B&E for all crafts.

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. Because ST will no longer operate PAS, all ST MOW positions headquartered on

PAS locations will be converted to B&E positions effective on Change Over Date. ST positions that support track and bridge and building maintenance and repair on PAS will similarly converted to B&E positions. ST estimates that fifty-nine (59) MOW positions will be abolished because ST will no longer operate PAS. This Agreement provides the method for the selection and assignment of forces to fill positions established by B&E.

D. In order that ST employees who are in active service will have the ability to bid on positions on ST or B&E, ST will re-advertise all MOW positions on ST, except those to be abolished which support PAS territory.

E. After expiration of the notice period in Article I, ST and B&E will jointly issue a Special Bulletin advertising all of the MOW positions expected to be in place on Change Over Date on rail lines operated by ST and on rail lines operated by B&E. The bulletin will, as appropriate for each Carrier, specify the location of each position on ST or B&E, general description of work, sub department, class, headquarters, reporting time and point, hours of service, rest days, rate of pay, type of machine, and bid closing date. The bulletin will be emailed to the company email address of all employees listed on the roster and also posted at all ST headquarter points where MOW employees report for duty. A copy of the Special Bulletin will be provided to the General Chairman and Local Chairmen.

F. Employees in active service will be awarded positions on ST or B&E using the bid process described in Article III.

G. MOW employees hired, promoted or returning from dismissal after the Bid Closing Date, including trainees, who are initially assigned a position on PAR will be limited to exercising displacement rights to existing PAR locations and shall become an ST employee as of

Change Over Date. Likewise, MOW employees hired, promoted or returning from dismissal after Reallocation Date, including trainees, who are initially assigned to a position on PAS will be limited to exercising displacement rights to existing PAS locations and shall become a B&E employee as of Change Over Date. The Parties will, upon request, meet and confer between Bid Closing Date and Change Over Date to address any concerns regarding employees who were unable to exercise seniority to their preferred carrier.

H. Except as provided in the last sentence of Section G above, any adjustments to allocations or assignments will be accomplished through the procedures in Article IV.

I. B&E will determine the number of MOW positions it will establish, but it expects to establish forty-four (44) MOW positions as operator of PAS. B&E will have fewer MOW positions because, as part of the approved Transaction, B&E will not have any responsibility as operator for performing capital projects on PAS.

J. MOW employees must accept the position awarded pursuant to this Agreement regardless of its distance from that employee's current reporting point. An MOW employee exercising seniority to accept the position he or she was awarded through the Bid Process 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 replacement of ST by B&E as PAS operator. If the awarded 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 in the Bid Process, which requires a change in residence, is not entitled to such moving expenses. An employee who declines an awarded position at the end of the Bid Process will forfeit his/her seniority and will not be afforded any labor protection benefits under New York Dock.

ARTICLE III—BID PROCESS

A. Employees who are in active service must submit a single bid by the bid closing date listing their preferred positions in the order of the employee's preference using the Carrier form in Attachment 3. Employees on leave of absence must either return to service and participate in the Bid Process or have their seniority rights designated in accordance with Article V., paragraph E. Employees can list on their bid as many positions as are included in the Joint Bulletin for which they are qualified, with number one on the bid form being the most preferred position, number two being the next preferred, and so on. Employees are encouraged to list several positions in the event that they are not awarded their most preferred position(s). Bids must be emailed to spechull@panamrailways.com, faxed to (978) 663-1213, or hand-delivered to an employee's supervisor by the bid closing date. Employees are required to attach all qualifications, licenses, medical certifications to their bid form.

B. Positions will be awarded in seniority order to the senior qualified employee. For purposes of this bid process, seniority means first seniority in the class in which the assignment is to be made, and thereafter in the lower classes respectively in the same group in the order in which they appear on the seniority roster.

C. In addition to the above, in awarding any particular equipment operator position, positions will first be awarded to employees in seniority order using their seniority on the E.O. seniority roster and who are already qualified on the equipment that is the subject of the assignment. An employee bidding on ST positions who held a Work Equipment Repairmen ("WER") position may only exercise other- than- WER seniority if unable to hold another WER position.

D. If at the end of the bid process steps above there are employees who did not have sufficient seniority to be awarded any of the positions that they identified on their bid form, or they failed to submit a bid, such employees will in seniority order using trackman seniority on the system seniority roster be awarded a remaining position for which the employee is qualified. Such employees will first be awarded any unfilled positions on B&E. Then, they will be awarded any unfilled positions on ST.

E. Notices of positions awarded through the bid process will be posted at all headquarters and provided to the General Chairmen. Although an employee will be awarded his or her position through the bid process, he or she will not be placed on the new position until Change Over Date. The employee will continue to work in the position that he or she held on the date of the Special Bulletin until Change Over Date. If the position awarded an ST employee on ST is the same position that he or she holds on ST as of the date of the Special Bulletin, such employee will remain on that position after Change Over Date. When an employee is placed on an awarded position on ST, the employee will also be placed in the system seniority zone in which that position is headquartered or located. After the bid process, employees cannot displace or be displaced by other employees between when positions are awarded through the bid process and thirty (30) days after Change Over Date. Employees will be given at least thirty (30) days advance individual notice by the Carriers of the Change Over Date once established.

ARTICLE IV—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 III, but before Change Over Date, the Carriers may need to make temporary transfers of employees between 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 Carrier will initially seek volunteers for such temporary transfers or will assign in reverse seniority order if no volunteers are available. No temporary transfers of employees will take place until the terms are mutual agreed upon by the parties to this Agreement.

ARTICLE V—SENIORITY RIGHTS

A. After all positions have been awarded on ST, ST will within fifteen (15) days thereafter publish new seniority rosters reflecting the fact that there may be fewer ST MOW employees due to the Transaction, some ST employees will have been awarded positions on B&E, and ST will only operate lines of the PAR rail carriers. ST employees who are not awarded positions at B&E will retain the system seniority dates and any prior rights designations they had as of the date of this Agreement. This new ST seniority roster will become effective on Change Over Date. ST will post the seniority rosters at all headquarters and provide copies to the Organization.

B. After all positions have been awarded on B&E, B&E will within fifteen (15) days thereafter publish seniority roster(s) on B&E. Former ST employees will be placed onto the B&E roster(s) using the trackman seniority date from the ST system seniority roster. This new B&E seniority roster will become effective on Change Over Date. ST will post the B&E seniority roster at all headquarters 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 all ST seniority rosters at Change Over Date.

D. Former ST employees who become B&E employees by virtue of holding a position on PAS shall be credited with prior service for vacation, personal leave days, and other

benefits under the applicable collective bargaining agreement (Attachment 2), which are granted on the basis of qualifying years of service.

E. Employees remaining on leave of absence or who are otherwise inactive shall, to the extent provided by the current ST-BMWE Agreement, retain seniority only at the location where the employee last actively worked. An employee placed on the B&E seniority roster in accordance with this Paragraph E will be removed from the ST roster on Change Over Date in accordance with the seniority integration method in Paragraph B above. The employee will continue to accrue B&E seniority until such time as the employee exercises his or her seniority to return to the craft on B&E, subject to compliance with any union shop or seniority retention requirements. An employee not placed on the B&E seniority roster in accordance with this Paragraph E shall remain on the ST seniority roster consistent with the provisions of Paragraph A above.

ARTICLE VI—APPLICABLE COLLECTIVE BARGAINING AGREEMENT

A. The applicable collective bargaining agreement for employees working in the MOW craft or class on ST will be the ST-BMWED Agreement as modified by provisions in Attachment 1 to this Agreement.

B. The applicable collective bargaining agreement for employees working in the MOW craft or class on B&E will be the ST-BMWED Agreement as adopted and modified by B&E, which is Attachment 2 to this Agreement.

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 except as voluntarily modified by the Parties in this Article

B. For purposes of Article 9 of the New York Dock conditions, a change of residence means that the employee's new reporting point is more than thirty (30) highway miles from his/her reporting point on the date of the Special Bulletin.

C. Eligibility and Coverage

The provisions of these benefits apply to relocations meeting the following conditions:

1. The employee could not obtain through the exercise of seniority a MOW employee position during the Selection Process that did not require a change in residence or was required to change his residence as a result of being displaced pursuant to the Selection Process.

2. A change in residence is required, i.e., the employee must actually relocate to a new residence.

3. The home is occupied by the employee and is the employee's principal place of residence (includes modular and mobile homes).

4. The employee and/or spouse are the owner(s) of the home.

D. Sale of Residence

1. A relocating employee has the option of being reimbursed by the Carrier for any loss suffered in the sale of his or her house for less than its fair value. The Carrier shall in each instance be afforded an opportunity to purchase the home at fair value before it is sold by the employee to any other person. The employee must notify the Carrier at least 30 days prior to an intended sale in order that the Carrier can exercise its option. The Carrier is not required to

purchase the employee's home. This section applies to the employee's primary residence only, and does not apply to vacation homes, income or investment property.

E. Personal Sale of Residence

1. An employee wishing to sell his or her house may do so by personally handling the transaction or by utilizing a real estate broker. The reimbursed expenses incurred to sell the property are subject to the following conditions.

2. For purposes of what is considered moving expenses or reimbursable loss on the sale of a residence for purposes of Articles 9 and 12 of New York Dock, the Parties agree that reasonable and customary closing costs borne by the seller may be reimbursed to the extent that the employee suffered a loss on the sale of his or her residence. The total amount of such reimbursable expenses is capped at the amount of the difference between the fair value of the home and the amount at which it actually sold below such value. The following are closing costs that are reimbursable:

- a. Title search
- b. Title insurance
- c. Recordation and transfer fees
- d. Appraisal fees

F. Moving Expenses

1. An employee who actually changes his or her residence will, for up to five (5) days, be reimbursed for all reasonable and customary expenses of hunting for a new residence and/or moving his household and other personal effects to a new location, for associated travelling expenses and living expenses of himself and members of family, and for his or her own actual wage loss.

2. An employee who resides in a mobile home as his or her principal place of residence and owns the mobile home but not the land on which it is situated may also be reimbursed the reasonable costs in moving the mobile home from the old location to a new location, including electrical, water, and sewer connections, and blocking/unblocking (this only covers disconnecting and reconnecting to existing services, i.e., will not drill well).

G. Documentation

1. The Carrier may require documentation from an employee for all reimbursable expenses and allowances under this Article.

2. All claims for moving expense reimbursements must be received by the Carrier within 45 days of their incurrence.

H. Any disagreements over the value of a home, the loss sustained on its sale, the loss under a contract for purchase, loss and costs in securing termination of a lease, or any other questions in connection with these matters shall be decided pursuant to the dispute resolution procedures in Article I, Section 12(d) of the New York Dock conditions. All other disputes arising under this Article VI are subject to the dispute resolution procedures in Article I, Section 11 of the conditions.

ARTICLE VIII—ELECTION OF LABOR PROTECTION BENEFITS

A. In order that the first provision set forth in Article I, Section 3 of the New York Dock conditions may be properly administered, each employee determined to be a displaced employee or a dismissed employee, if any, as a result of this Transaction, who is also otherwise eligible for protective benefits and conditions under some other job security or other protective conditions or arrangements, shall within thirty (30) days after having established displaced or

dismissed status under the New York Dock conditions elect between the benefits under such other arrangement and this Agreement. This election shall not serve to alter or effect any application of the substantive provisions of Article I, Section 3.

B. In the event an employee fails to make such an election within said thirty (30) day period, he or she will be subject to the protective benefits in this Agreement.

C. There shall be no duplication or pyramiding of protective benefits by any employee under this Agreement and any other agreement or protective arrangement.

ARTICLE IX—LABOR PROTECTION CLAIMS PROCEDURE

A. In order to provide a standard method for handling claims for protective benefits under the New York Dock conditions, the following procedures will apply in connection with this Transaction.

B. Claims must 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 3 to claim protective benefits. To the extent that 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 any wage increase granted after April 14, 2022, 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 General Chairmen, and be

postmarked or emailed by the employee no 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 4. This form is in addition to the Claim Form referenced in Paragraph B above (Attachment 3).

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 receiving 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 4, 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 I 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 X—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.

ARTICLE XI—GENERAL

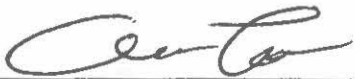
A. This Agreement, together with Attachments 1 to 5, shall constitute the implementing agreement required by Article I, Section 4 of the New York Dock conditions imposed in Docket No. 36472 (Sub-No.5) (Attachment 5), and satisfy the notice and implementing agreement requirements of the February 7, 1965 Agreement if applicable.

B. If there is any inconsistency or conflict between this Agreement, the New York Dock Protective conditions including in Attachment 5, and any collective bargaining agreement or any implementing agreement, the terms of this Agreement control.

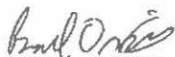
C. This Agreement shall become effective upon notice to the General Chairman pursuant to Article I.

Signed this 22nd day of June, 2023.

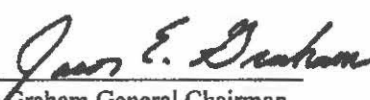
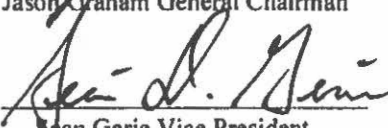
FOR SPRINGFIELD TERMINAL
RAILWAY COMPANY


Anthony Lomanto

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


Brad Ovitt

FOR BROTHERHOOD OF MAINTENANCE OF
WAY EMPLOYES DIVISION IBT


Jason E. Graham General Chairman

Sean Gerie Vice President

BMWED

ATTACHMENT 1

This Attachment I is part of the New York Dock Implementing Agreement in STB Finance Docket No. 36472 between Springfield Terminal Railway Company, Pittsburg & Shawmut Railroad LLC d/b/a as Berkshire & Eastern Railroad, and the Brotherhood of Maintenance of Way Employees Division, IBT. The current Agreement between Springfield Terminal Railway Company and the Brotherhood of Maintenance of Way Employees Division, IBT remains in effect except as otherwise modified by this Attachment I.

1) Article 26. Discipline

In Para. 26. 1, "East Deerfield" location is deleted.

2) System Seniority Zones

Zones 8, 9, 10, and 11 are deleted from System Seniority Zones covered by this Agreement.

The territory outlined in Zone 6 on the System Seniority Zone map shall not include MP 312 to Ayer Yard or Ayer Yard to MPX25, which is track owned by Pan Am Southern and which for which ST will no longer be responsible as Operator of Pan Am Southern.

3) Production Zones

Production Zone D is deleted from Production Zones covered by this Agreement.

4) Prior Rights Zones

The Springfield Terminal Western District Prior Rights is amended to include only trackage from CPF 201 to MP 312 and the Worcester Main Line.

5) The maps for System Seniority Zones, Production Zones, and Prior Rights Zones are replaced by the maps attached to this Attachment 1.

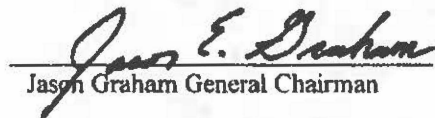
Dated: June 22, 2023

For Springfield Terminal Railway Company:

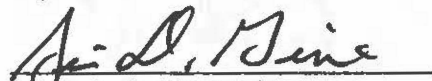
A handwritten signature in cursive script, appearing to read 'Tony Lomanto', written over a horizontal line.

Tony Lomanto

For Brotherhood of Maintenance of Way Employees Division, IBT:

A handwritten signature in cursive script, appearing to read 'Jason E. Graham', written over a horizontal line.

Jason Graham General Chairman

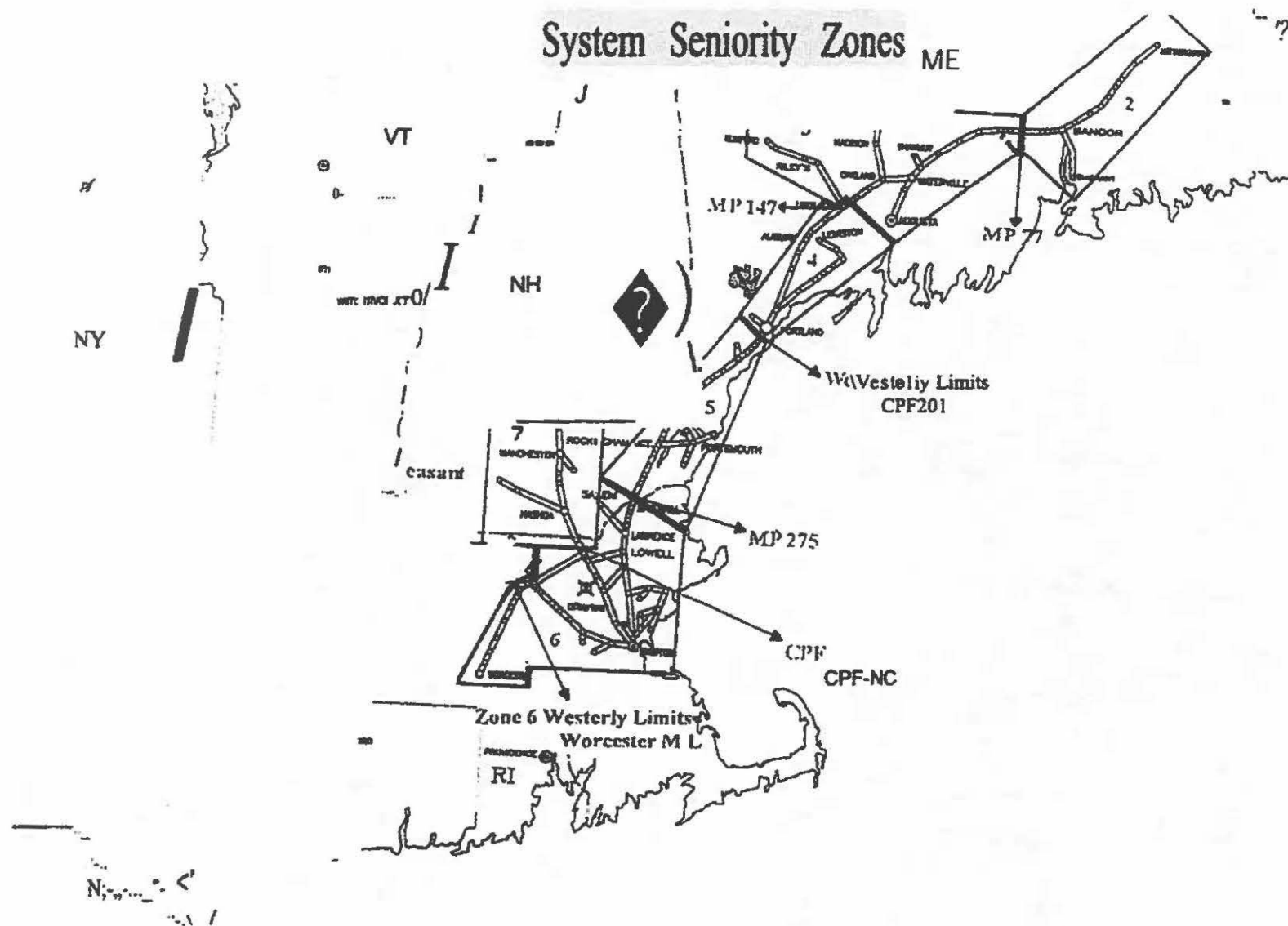
A handwritten signature in cursive script, appearing to read 'Sean Gerie', written over a horizontal line.

Sean Gerie Vice President

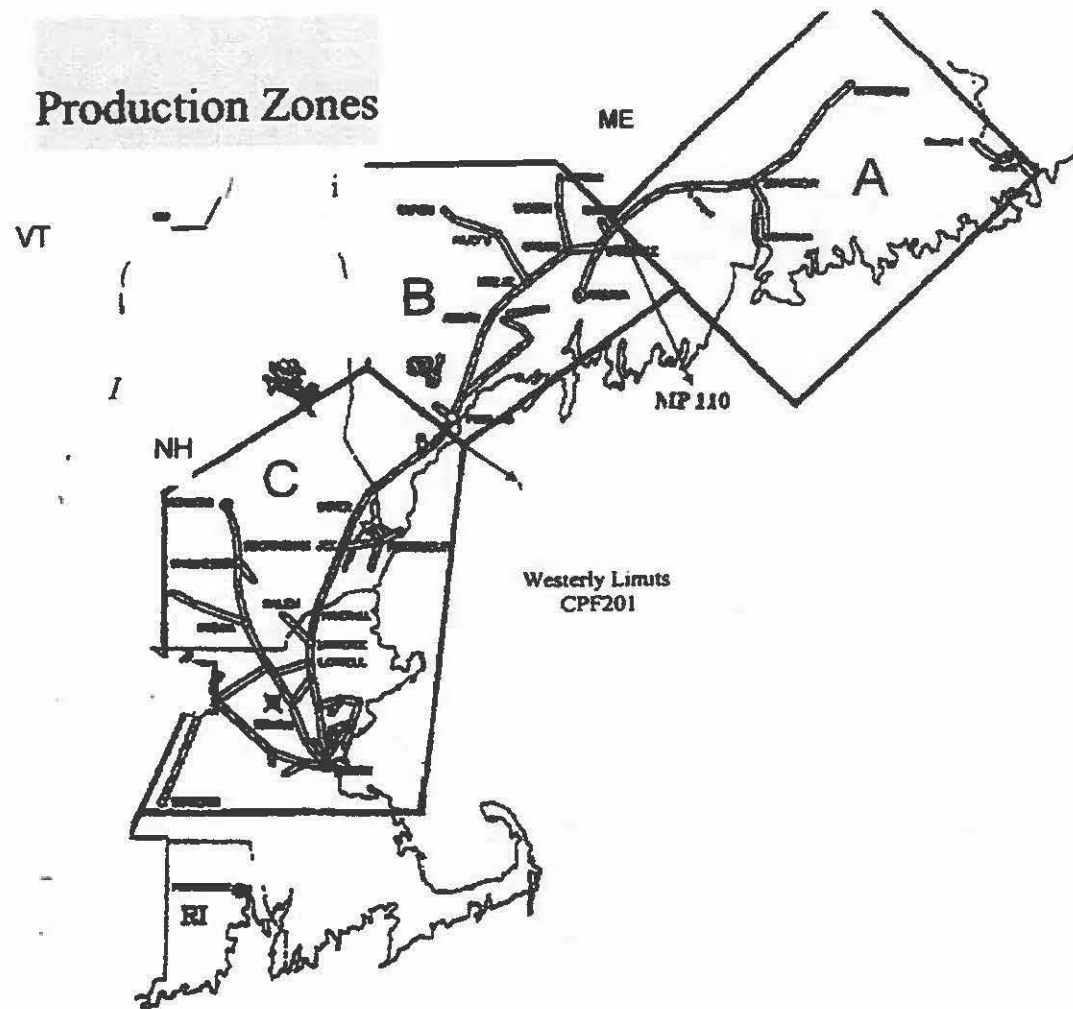
Article 26. Discipline

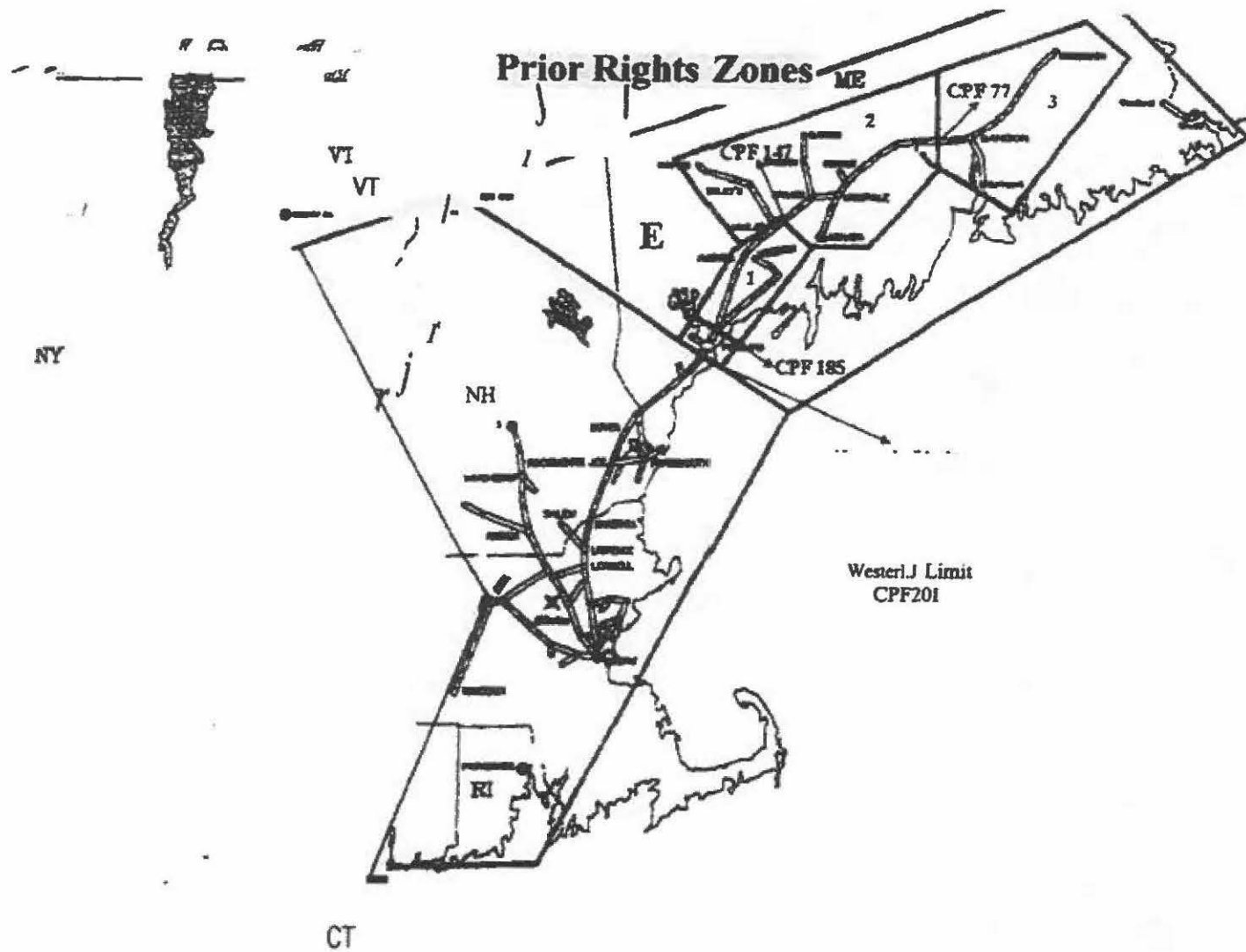
- 26.1 No employee will be disciplined without a fair hearing. The notice of hearing will be mailed to the employee within 14 days of the Carrier's first knowledge of the act or occurrence. The notice of hearing will contain information sufficient to apprise the employee of the act or occurrence to be investigated. Such information will include date, time, location, assignment, and occupation of employee at the time of the incident. The notice of hearing will also include a list of witnesses to be called. The hearing will be scheduled to take place on a regularly scheduled work day within 30 days of the Carrier's first knowledge of the act or occurrence. The hearing may be postponed by either party due to sickness, injury, or vacation of principals or witnesses. The hearing may be postponed for other reasons by mutual consent of the parties. The hearing may be adjourned to secure necessary witnesses or if it cannot be completed in a day. Hearings will be held at one of the following locations, whichever is closest to the employee's headquarter point - Waterville, Rigby, No. Billerica, East Deerfield. Employees required to attend a hearing at a location other than the location closest to the headquarter point will be allowed Personal Auto Expense payment from the location closest to the headquarter point to the location where the hearing is held and return.
- 26.2 An employee may not be suspended pending a hearing except when the act or occurrence to be investigated is of a serious nature such as Rule Gt insubordination, extreme negligence, dishonesty, or when continuing an employee in service may constitute a threat to Carrier personnel, carrier property, or property entrusted to the custody of the Carrier. Suspension pending a hearing will not be considered as prejudicial to the employee and will be used sparingly by the Carrier.
- 26.3 The employee will have the opportunity to request that the Carrier provide necessary witnesses not listed on the notice of hearing and will have the opportunity to secure the presence of witnesses in his own behalf. The employee will have the right to representation and he and his representative will have the right to question all witnesses.
- 26.4 The employee must be notified within fifteen (15) days of the completion of

System Seniority Zones



Production Zones





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ATTACHMENT 2

Transition Agreement Between Berkshire & Eastern Railroad And Brotherhood of Maintenance of Way Employees Division

Berkshire & Eastern Railroad ("B&E" or "Carrier") and the Brotherhood of Maintenance of Way Employees Division ("BMWED" or "Organization") will apply the terms of the *Agreement between the Springfield Terminal Railway Company and the Brotherhood of Maintenance of Way Employees* dated March 26, 2020, with the following changes:

Article/Section	Description
Throughout	Replace <i>Springfield Terminal Railway Company</i> and <i>ST</i> with <i>Berkshire & Eastern Railroad</i> and <i>B&E</i> , respectively
Throughout	Replace <i>Manager of Engineering Personnel</i> with <i>General Manager</i>
Throughout	Delete references to <i>prior rights</i> and <i>seniority zones</i>
3.1 NEW	(a) Because B&E is not the owner of the Pan Am Southern, it is understood and agreed that the owners may elect to perform capital maintenance pursuant to the terms of their respective BMWED collective bargaining agreements. Accordingly, in the application of this Agreement, it is understood and agreed that the Carrier will not perform large scale capital budget work on the territory of the Pan Am Southern Railway and shall not be required to maintain the personnel or equipment necessary to perform such work. (b) Routine maintenance, inspection/repair and small-scale maintenance production work such as, but not limited to tie installation and surfacing continuous welded rail installation, and field welding, excluding that which is identified in the Owners' approved annual capital plan, or amendments, will continue to be performed by the Carrier's own BMWED represented employees, unless contracted out in accordance with this Article. Renumber current 3.1 and 3.2 as 3.2 and 3.3, respectively.
4.2, .3	Delete
5	Revise seniority sub-departments and titles to consist of: Track (Foreman, Machine Operator, Trackman, Chauffeur) Welding (On-track Welder), B&B (Foreman, Mechanic), and Work Equipment (Repairman).
6	Eliminate classes within sub-departments consistent with 5 above and maintain single rosters for each. Recognize Assistant Foreman seniority for Foreman bidding.
6.2, .3, .4, .5	Delete (sub-department rosters) consistent with B&E jurisdiction.
6.6	Delete (prior rights)

ATTACHMENT 2

Transition Agreement Between Berkshire & Eastern Railroad And Brotherhood of Maintenance of Way Employees Division

Article/Section	Description
9.1	Delete phrase <i>except Production Crews</i> .
9.2	Add to last sentence: <i>to the extent possible</i> .
10.4	Add new subsection (g): <i>The aforementioned territories shall be: Eastern (Fitchburg reporting location, consisting of former Zone 8 extending to CPF 312), Central (East Deerfield and South Deerfield reporting locations, consisting of former Zones 9 and 11), and Western (Mechanicville and North Adams reporting locations, consisting of former Zone 10).</i>
12.10	Insert in first sentence: <i>Leaves of Absence per 12.1-12.9 are not required...</i> Replace <i>Pan Am Railways Certification of Bona Fide Sickness/Injury Form</i> and <i>BFSI Form</i> with <i>Carrier Form</i> ; delete form following Article 12.
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 in Exhibit 2. Current employees may exercise a 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. B&E will excuse absences due to 2023 vacations scheduled with ST.
26.1	Delete and replace locations sentence with: <i>Hearings will be held at a mutually agreeable location.</i>
27A	Delete
35.1	Add: <i>It is understood that in the application of this Article that any force promotion by the Carrier of an employee working in other than their highest rated position may only be made in the specific work territory the employee is currently assigned. The work zones are as follows: Eastern (Fitchburg reporting location, consisting of former Zone 8 extending to CPF 312), Central (East Deerfield and South Deerfield reporting locations, consisting of former Zones 9 and 11), and Western (Mechanicville and North Adams reporting locations, consisting of former Zone 10).</i>
Side Letters	Delete Nos. 1, 2, 5, 6, 9, 10.

ATTACHMENT 2

Transition Agreement Between

**Berkshire & Eastern Railroad
And**

Brotherhood of Maintenance of Way Employees Division

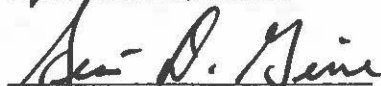
It is further agreed by the parties as follows:

1. The pay rates in Article 30.1 scheduled to become effective on September 1, 2024 will become effective for employees of B&E represented by the Organization at B&E's commencement of operations over the PAS on "Change Over Date" as defined in the Implementing Agreement relating to the Transaction.
2. The Moratorium Clause (Article 43.1) adopted by the parties to cover employees of B&E represented by the Organization shall be changed to read: *Neither party to this 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 January 1, 2025.*
3. Notwithstanding the estimate contained in the STB filing, B&E has agreed to increase the number of Maintenance of Way ("MOW") positions it will make available to fifty-nine (59), rather than forty-four (44). If fewer than fifty-nine employees accept positions with B&E, the number of positions established by B&E will be reduced to not less than forty-four (44).
4. These additional provisions address the specific circumstances of this Transaction and shall be without precedent or prejudice to either party's position in any other transaction.

The seniority of current BMWED-represented employees of Springfield Terminal shown in Exhibit I will be recognized for hiring and placement into B&E Maintenance of Way positions, and in the determination of relative rights of such B&E employees thereafter.

Effective this 22nd day of June, 2023.


Jason Graham
General Chairman, BMWED


Sean Gerie
Vice President, BMWED


Brad Ovitt
President, Berkshire & Eastern Railroad

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 Terminal employees:

Springfield Terminal 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)

Attachment 4

12/8/2022
(Instructions on reverse side)

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.)				
	Name of Employer	Outside Earnings	Federal or State Unemployment Benefits	Remarks
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				
TOTAL				

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
AVP Human Resources
G&W Railroad Services, Inc.
200 Meridian Centre, Suite 300
Rochester, NY 14618
bshepard@gwrr.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 5

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 employee 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.

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.