

Tentative Agreement

ARTICLE 26-System Boards of Adjustment

- A. In compliance with Section 204, Title II of the Railway Labor Act ("RLA"), as amended, there is hereby established a System Board of Adjustment (the "Board") for the purpose of adjusting and deciding grievances which may arise under the terms of this Agreement.
- B. The Board shall consist of three (3) members: a neutral member, a member selected by the Company and a member selected by the Union. Upon timely receipt of appeal from the Union to the Board and the Company's Vice President-Labor Relations, or following submission of a Company grievance by the Vice President-Labor Relations to the Board and the Union, the Company's Vice President-Labor Relations or their designee shall contact the designated representative of the Union to select a mutually agreeable arbitrator to serve as the neutral member of the Board. The parties will keep each other advised of their current Board membership.
- C. The neutral arbitrator shall be selected by the Company and the Union from an established panel of neutrals as described in Paragraph E below. If the Company and the Union cannot agree upon the neutral member, they shall select ~~him/her~~ the neutral member by alternately striking names from the panel. The order of striking shall be determined by coin toss for the first case in which a neutral member is chosen under these provisions and, in subsequent cases, the parties shall alternate taking the first strike. Either the Union or the Company, as the parties determine in each instance, shall contact the selected neutral, with appropriate notice to the other party, to determine their availability. Unless otherwise mutually agreed upon, if the neutral member selected for the particular case is unable to serve within ninety (90) days after their selection (or thirty (30) days in the case of an expedited hearing), the neutral who remained on the list prior to the last strike shall be contacted as noted above. Such a procedure will be followed until a panel member is selected to hear the case.
- D. If the Company or the Union member of the Board considers a grievance which has been submitted to the Board to have sufficient urgency and importance, then that member shall provide written notice to the parties and the other Board member of the need for an expedited arbitration. The parties shall select an arbitrator in accordance with the provisions of this Article as expeditiously as possible. The Board hearing shall take place not more than thirty (30) days following notice of the need for expedited hearing, or at such later date as the parties mutually agree.
- E. The panel of neutrals shall consist of eleven (11) neutrals. The parties shall agree on a panel of neutrals in the following manner:
 1. Each party shall provide to the other a list of thirteen (13) neutrals within fourteen (14) days after the signing of this Agreement. Any names found on both lists will be deemed to be members of the panel. Any other names from either list, which can be agreed upon by the parties, will also be placed on the panel.
 2. Should the parties fail to agree upon a panel of eleven (11) neutrals within forty-five (45) days after the signing of this Agreement, then either party may petition the National Mediation Board ("NMB") for a list of candidates consisting of the requisite number needed plus a number of additional candidates equal to three (3) times the number of remaining neutrals needed. Any candidate offered by the NMB shall be a member of the National Academy of Arbitrators. The parties will then use an alternate strike process to arrive at the necessary number of neutrals, with the order of striking to be determined by coin toss.

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3. Each panel member shall serve for a minimum period of twelve (12) months, effective on the date that the parties reach resolution on the first panel of eleven (11) neutrals. After a panel member has served for a twelve (12) month period, either the Company or the Union may serve notice to remove them by notifying the other party. Within thirty (30) days of such notification or if a vacancy occurs on the panel the parties will endeavor to select a replacement. If the parties cannot agree on a replacement panel member within thirty (30) days, either the Union or the Company may petition the NMB to provide seven (7) names of arbitrators who are members of the National Academy of Arbitrators and the Company and the Union will select under the procedures set forth in Paragraph C above, one (1) of the seven (7) arbitrators as a replacement panel member.
- F. The location of the hearings of the Board for the purpose of contract interpretation will be rotated between the Company's corporate headquarters and Union headquarters, unless the parties mutually agree otherwise. Hearings of the Board for the purpose of discipline and/or termination will take place at the hub or gateway city closest to the grievant's work location, unless the parties mutually agree otherwise.
- G. The Board shall have jurisdiction over grievances under this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation or working conditions covered by this Agreement or any of its amendments.
- H. The Board shall consider any grievance properly submitted to it by the Union or by the Vice President-Labor Relations when such grievance has not been previously settled in accordance with the terms provided for in this Agreement.
- I. An employee covered by this Agreement may be represented at Board hearings by any person designated by ~~him~~ the employee and the Company may be represented by any person designated by it. Evidence may be presented both orally and in writing. The Board may summon any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute.
- J. The decision of the Board shall be rendered within thirty (30) days after the close of the hearing. A majority vote of the members of the Board shall be necessary to make a decision. The decisions will be final and binding upon the Company, the Union and the grievant(s).
- K. The time limits specified in this Article may be extended by mutual agreement between the parties to this Agreement.
- L. Nothing contained in this Article will be construed to limit, restrict, or abridge the rights or privileges accorded either to the employees, the Company, or their duly accredited representatives under the provisions of the RLA, as amended.
- M. The Board shall maintain a complete record of all matters submitted to it for consideration, and of all findings and decisions made by it.
- N. Each of the parties will assume the compensation, travel expense and other expenses of the Board members selected by them.
- O. Each of the parties will assume the compensation, travel expense and other expenses of the witnesses called or summoned by them. The grievant, a Union representative and witnesses, who are employees of the Company, shall receive free roundtrip transportation on space positive status over the Company system from the point of duty or assignment to the location of the hearing, to the extent permitted by law.

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- P. The Company and Union members, acting jointly, shall have the authority to incur such other expenses as, in their judgment, may be deemed necessary for the proper conduct of the business of the Board, and such expenses shall be borne one-half (1/2) by each of the parties. Board members, who are employees of the Company, shall be furnished free round trip transportation over the Company system on space positive status for the purpose of attending meetings of the Board, to the extent permitted by law. Union Board members who are employees of the Company shall be granted necessary time off without pay for the performance of their duties as Board members.
- Q. A Board member shall be free to discharge their duty in their capacity as a Board member in an independent manner without fear that their individual relations with the Company or with the Union may be affected in any manner by any action taken by ~~him~~ the Board member in good faith.
- R. In addition to the Board process described above, the parties hereby establish a Quarterly System Board of Adjustment (the "Quarterly Board"). The following procedures shall apply:
1. On or before November 1, the Company and the Union shall mutually agree on the selection of one (1) neutral to be chosen from the panel of arbitrators resulting from the process described above in Paragraph E, together with one (1) Union appointed member and one (1) Company appointed member, to constitute the Quarterly Board to serve for the following year or other mutually agreed pre-determined period. In coordination with the selected Quarterly Board, four (4) dates shall be selected for the following year for the Quarterly Board to meet.
 2. The Quarterly Board shall sit for a pre-determined period as mutually agreed to by the parties, and is authorized to hear and decide only those grievances that the parties mutually agree are appropriate for submission to the Quarterly Board, and such agreement shall not be unreasonably withheld.
 3. At least forty-five (45) days prior to each date selected for the Quarterly Board meetings, the Company and the Union shall meet. The parties shall meet at the Company's headquarters on mutually agreeable dates, or by telephone if agreed to by the parties, once a quarter to attempt to resolve grievances, and if not resolved, to determine whether the parties agree to submit any grievances to the Quarterly Board. The party that does not agree to submission of a grievance to the Quarterly Board must provide its rationale. The parties shall then, as necessary, schedule with the Quarterly Board an agreed upon number of hearing days once a quarter. In addition, the parties shall agree to and schedule with the Quarterly Board the dates and times of the hearings. To the extent either the Company or the Union believes the process is not working or agreement to submit to the Quarterly Board is being unreasonably withheld, a meeting shall be scheduled with the Company Vice President of Labor or the appropriate Union official.
 4. At the conclusion of the hearing of each grievance, the Quarterly Board shall issue an award.
 5. The Quarterly Board shall issue a written award without a written or oral opinion. If a discipline or discharge case, and the grievance is sustained whether in whole or in part, the Quarterly Board shall include any remedy in its written award. Awards issued by the


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- Quarterly Board shall not establish precedent and will not be used or referred to in the future by either party except to enforce the terms of the award.
6. By ~~mutually agreeing to~~ submitting a case to the Quarterly Board, each party agrees ~~to~~ they will have waived their its rights to arbitration before the Board. A case not submitted to the Quarterly Board shall remain pending before the Board.
 7. For each grievance, attendees will include those individuals a party deems are necessary to present the party's position.
 8. In addition to those attendees deemed necessary pursuant to Paragraph R.7 above, a grievant in a discipline and discharge grievance shall have the right to attend the hearing, and if they so choose, to testify.
 9. Each party shall inform the other party, in writing (stating name and case number), of its attendees and witnesses at least ten (10) calendar days prior to the date the case is to be heard.
 10. Each party shall have no more than one (1) hour to present its case, unless the parties mutually agree that this limit should be increased to ninety (90) minutes for a particular case. This one (1) hour period shall include the party's opening statement (if one is desired), the direct examination of its own witness(es), and the cross-examination of the other party's witness(es). Additionally, each party shall have the right to present rebuttal and surrebuttal and/or to make a closing argument. The parties must submit all documentary evidence during the hearing. Post hearing briefs or submissions will not be allowed.
 11. Once either party has presented evidence in support of its case, there will be no adjournments or postponements of the hearing unless mutually agreed to by the parties.
 12. The Quarterly Board is prohibited from calling any additional witnesses, except those witnesses so designated pursuant to Paragraph R.9 above to testify in a proceeding.
 13. There shall be no transcripts or electronic records made of the proceedings. The parties, however, shall maintain a docket of the cases heard before the Quarterly Board.
 14. Unless specifically amended by Paragraphs R.1 through R.13 above, the provisions of the Board procedure set forth in this Article shall be applicable to the Quarterly Board.

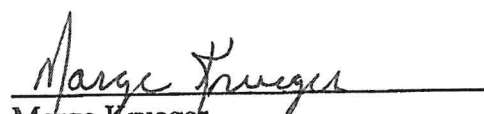
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For the Company:

For the Union:



Lynn Vaughn
Managing Director of Labor



Marge Krueger
Co-Chair, CWA-IBT Association

Tentative Agreement

12/8/23
Date

12/8/23
Date

Jerry Glass

Kimberly Barboro
Kimberly Barboro
Co-Chair, CWA-IBT Association

Date

12/12/23
Date