

AGREEMENT
between the
South Buffalo Railway Company
and
South Buffalo Railway Carmen Division
Transportation Communications International Union

IT IS AGREED:

ARTICLE 1-RULE 3-RATES OF PAY

General Wage Increase

- A. Effective upon ratification all hourly, daily and monthly rates of pay will be increased to \$18.65 for Carman Leader and \$18.50 for Carman.

Second General Wage Increase

- B. Effective January 1, 2009 all hourly, daily and monthly rate of pay shall be increased by 3%.

Third General Wage Increase

- C. Effective January 1, 2010 all hourly, daily and monthly rate of pay shall be increased by 3%.

Fourth General Wage Increase

- D. Effective January 1, 2011 all hourly, daily and monthly rate of pay shall be increased by 4%.

- E. Rate of pay in effect throughout the terms of this agreement are listed in Attachment A.

ARTICLE II
Signing Bonus

A lump sum signing bonus in the amount of \$2,000.00 shall be made to all Full time employees covered by this agreement who were employed before January 1, 2006 will receive a \$2,000 signing bonus within 30 days after ratification.

Full time employees who were hired after January 1, 2006 will receive a pro rated portion of the signing bonus based on the number of months worked after January 1, 2006.

ARTICLE III
Health Care

- (a) Employees covered by this Agreement will be covered by the same benefits as provided to other Genesee Wyoming Inc. employees. A booklet outlining the coverage is available for review. Employees must first meet the qualifying criteria described in the Plan before they become eligible to receive benefits.
- (b) If an Employee is placed on furlough, disability or sickness while he is covered and the carrier has made at least three monthly payments

on behalf of that employee under the Policy, his coverage will continue during his furlough until the end of the fourth month following the month in which he last rendered compensated service or received vacation pay prior to furlough. It is understood that the employee must keep his employment relationship for coverage to continue.

- (c) The Carrier will pay the cost of the Plan as long as the Employee Performs at least one day's service during the month to be covered. Should an Employee fail to qualify for coverage during a calendar month, he will be afforded the ability to continue coverage under the Company's Plan by paying the premium cost.
- (d) In the event an Employee wishes to obtain dependent care coverage, he will make a co-payment based on the Plan experience calculation, but not to exceed \$25 per weekly pay period. This co-payment may be increased annually based on the overall year to year percentage increase in the cost of the Plan, but shall not exceed \$50 per month during the life of this Agreement. Employees will make no contribution for their own coverage.

MORATORIUM

This agreement, if ratified by the Membership, is in full and final Settlement of the Organization's Section 6 Notice dated April 28, 2006 and all other pending notices.

All rules, practices and agreements in effect between the South Buffalo Railway Company and the Organizations, unless specifically modified, changed or abrogated herein, will remain in effect until changes in accordance with the provisions of the Railway Labor Act, as amended. Neither parties signatory hereto shall not serve nor progress prior any new notices prior to September 1, 2011, (not to be become effective before January 1, 2012).

Signed at Buffalo, New York the ____ day of _____ 2008

**For the
Brotherhood of Railway Carmen
Division TCU**

**For the Carrier
South Buffalo Railroad**

Jack H. Wright, International Rep.

David J. Collins, President

APPROVED:

R. A. Johnson, General President

APPENDIX A

South Buffalo Carman Hourly Basic Rate Of Pay

<u>Classification</u>	<u>Ratification</u>	3% 1/1/2009	3% 1/1/2010	4% 1/1/2011
Carman Leader	\$18.65	\$19.20	\$19.78	\$20.56
Carman	\$18.50	\$19.05	\$19.63	\$20.41