

# The New York, Susquehanna and Western Railway Corporation

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President  
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September 11, 2023

J. B. Long, General Chairman  
ARSF  
9300 Runyan Road  
Catlettsburg, KY 41129

RE: Letter of agreement  
NYSW – BMWWE Agreement  
Dated March 21, 2022  
(MOW)

Dear Mr. Long:

Pursuant to our conversations, the Carrier and the Organization have reached agreement to change the provisions of certain of the terms of the above referenced contract as follows:

1. Sick Leave: Section 21.1 is revised to read as follows, with an effective date of January 1, 2023:

21.1 Employees off sick will be granted sick leave each calendar year as follows:

<u>Length of Service</u>	<u>Sick Leave Days</u>
Effective upon date of hire	2
Ten (10) Years (effective January 1)	3

2. Floating Holiday: Section 20.2 is revised to read as follows, with an effective date of January 1, 2023:

20.2 Starting in 2022, in addition to the specific holidays provided in Rule 20.1, each employee will be entitled to two (2) additional floating holidays of holiday pay, which will be paid pursuant to Section 1 above. To be entitled for such pay, the employee must request and obtain prior approval from the Carrier, such approval will not be unreasonably withheld. Floating holidays may not be held over from year to year. Employees may also use their two (2) floating holidays as a sick leave day, as outlined in Rule 21. If the employee uses a floating holiday as a sick leave day, prior approval is not required and the provisions of Rule 21 would apply.

3. CDL Provisions: The following new provisions are added to the Agreement effective as of

January 1, 2023:

### 10.7 CDL Training

- (a) From time to time, the Carrier in its discretion may make Commercial Drivers License (“CDL”) training available. In such event,
- (i) The Carrier will bulletin the types of CDL training, qualifications for the training, the location to be held, at least thirty (30) days prior to the start of such training. Such bulletins will be displayed at each headquarters for not less than fourteen (14) days. The successful applicant(s) will be notified by bulletin.
  - (ii) In the selection of applicants, qualification and aptitude being sufficient, earliest date of entry in Carrier’s service shall govern.
- (b) The Carrier shall pay all fees and costs related to or necessary for obtaining such CDL, including but not limited to obtaining a commercial learner’s permit, entry-level driver training with a FMCSA registered training provider, testing, lost wages, lodging, meals and transportation expenses, as well as all medical fees and registration fees for obtaining the CDL and any Carrier approved CDL endorsements. Once the CDL is obtained, subsequent additional fees and costs required to and related to maintaining the license requirements, or to obtain additional necessary endorsements, will also be reimbursed.
- (c) Employees shall be permitted the use of appropriate Carrier vehicle(s) to obtain necessary drive time and to take CDL road tests.
- (d) Should an employee enter CDL training and fail to successfully complete such training within twelve (12) months, such employee will be removed from such training and will be ineligible for consideration for future CDL training for a period of twelve (12) months, unless otherwise agreed to by the General Chairman and Chief Engineer.

7.3 Employees who hold a CDL license and medical certificate to operate commercial vehicles and work a minimum of 100 working days during the calendar year shall be paid \$800.00, subject to all legally required taxes and/or withholding, in a separate transaction (not combined with other compensation) within the first two weeks of December.

3.4 The Carrier may require Foreman positions to hold CDL qualifications if the Carrier, in good faith, deems such qualification is needed for the protection of service. In the event that senior applicant for such a position does not qualify solely because of a lack of CDL qualifications, then:

- The carrier will arrange for the applicant to attend the next CDL training school available.
- The provisions of Rule 10.7 (b) and rule 10.7 (c) shall apply to such training.
- The applicant will be awarded the foreman position effective to the original date of the bid once he meets all qualifications.
- In the event of failure of the applicant to obtain the CDL license through no fault of the Carrier within 60 days of the start of the training school, the Union, the applicant and the Carrier will meet to discuss in good faith whether the applicant is continuing a good faith effort to obtain the license. If the applicant is continuing to make efforts to obtain the license,

the parties will discuss the possibility of a 30-day extension for the applicant to obtain the CDL license. If the applicant is not making any attempts to obtain the license, the applicant will be disqualified, the applicant will be removed from such training and will be ineligible for consideration for future CDL training for a period of twelve (12) months, unless otherwise agreed to by the General Chairman and Chief Engineer.

Please counter-sign below to indicate your concurrence with the above.

Respectfully,

A handwritten signature in black ink, appearing to be "J.B. Long", written over the word "Respectfully,".

  
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J.B. Long