

***TENTATIVE AGREEMENT***

**LETTER OF UNDERSTANDING NO. 16**

**SUBJECT: SECTION 6.10(b) OF COLLECTIVE  
BARGAINING AGREEMENT**

The Company and the Union agree that Section 6.10(b) of their Collective Bargaining Agreement shall be administered as follows:

1. With respect to Subparagraph 6.10(b)(1), the Company's practice is to seek volunteers for the advance scheduling of overtime within the shop and shift. However, the parties agree that an exception may be made for certain assignments where the employee regularly assigned to either the job, crew or position is the appropriate individual to perform the work of the overtime call-out. Therefore, the parties agree that in order to ensure that the employee regularly assigned to either the job, crew or position is designated to work the overtime pursuant to Subparagraph 6.10(b)(1)(a) only when he/she is the appropriate individual, such designation may be made only if it is approved by the Director or his/her delegate, the delegate being at least one (1) level above the employee's immediate supervisor.
2. With respect to Subparagraph 6.10(b)(2)(f) the parties agree that the reference to deficient schedule performance or work quality being "currently documented" shall mean a Corrective Action Memo. In order to be used under Subparagraph 6.10(b)(2)(f), a Corrective Action Memo must state the period, not to exceed ninety (90) days, it will remain in effect and may serve as a basis for exclusion from overtime consideration only during that period.
3. The Company will provide notification of designated weekend overtime no later than the first rest break on Friday. When emergent situations arise following first rest break, notification of such overtime will be provided as soon as possible.

Dated: September 4, 2008