

ARTICLE 44 - MOVING EXPENSES/OPTIONAL SEVERANCE FOR PROTECTED EMPLOYEES

(a) Except in the event a layoff is the result of any reason set forth in Article 42(c), a protected employee who is directly affected by a reduction in force will be afforded the opportunity to elect one, but only one, of the following options:

(1) If he changes base stations under the provisions of Article 15, he will be afforded moving expenses in accordance with Article 15(d) plus a \$12,500 (minus appropriate taxes) special moving allowance, provided he establishes and the Company verifies permanent residency in his new work location and actually relocates his personal possessions and/or household goods as appropriate to that new location within one (1) year of notice of reduction in force; (except that an employee in a protected status (full or part time) and who as a result of a reduction in force, elects to change stations and status (full or part time) when that same status was available to him at his original city, will not be entitled to this \$12,500 special moving allowance)-~~or~~

or

(2) Accept a \$12,500 (minus appropriate taxes) special severance allowance plus severance as outlined in Article 37 thereby terminating ~~entirely~~ his employment relationship with the Company, forfeiting all his seniority and relinquishing any and all claim for re-employment and recall.

(b) ~~The attachments on the following pages are agreed to by the parties and are incorporated as part of this Agreement. Only in the event of a station closing, employees holding a Crew Chief position, who are affected by the resulting reduction in force and who elect to displace the least senior Crew Chief in the system in the same classification, will, if they are a protected employee as defined by Article 42, be eligible for the provisions of Article 44(a)1, \$12,500 special moving allowance.~~

Formatted: Indent: Left: 0.5"

ATTACHMENT 44.1

~~May 16, 1991~~

~~Mr. Edward R. Koziatek
International Vice President
Transport Workers Union of America, AFL-CIO
1501 North Norwood Drive, Suite 125
Hurst, Texas 76054~~

~~Dear Ed:~~

~~This will confirm our understanding regarding the provisions of Articles 15, 42 and 44 of the Labor Agreements covering Mechanics, Fleet Services and related employees, and Articles 15, 40 and 42 of the Stock Clerk Agreement. It is agreed that in the event of a station closing only, employees holding a bid who are affected by the resulting reduction in force and who elect to displace the junior bid job holder in the system in the same classification will, if they are a protected employee as defined by Article 42 (Article 40 of the Stock Clerk Agreement), be eligible for the provisions of Article 44 (Article 42 of the Stock Clerk Agreement), \$12,500 special allowance.~~

~~If the above accurately reflects our understanding, please sign in the space below. As always, if circumstances should arise not addressed specifically by the Labor Agreement or this Letter of Understanding, we will promptly meet to review such issues.~~

~~Sincerely,~~

~~S.L. Crosser
Managing Director
Employee Relations~~

~~Agreed to this date:~~

~~Edward R. Koziatek~~