

1                                   **LETTER OF UNDERSTANDING NO. 16**

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

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

6       1. With respect to Subparagraph 6.10(b)(1), the Company's practice is to  
7       seek volunteers for the advance scheduling of overtime within the shop  
8       and shift. However, the parties agree that an exception may be made  
9       for certain assignments where the employee regularly assigned to either  
10      the job, crew or position is the appropriate individual to perform the  
11      work of the overtime call-out. Therefore, the parties agree that in order  
12      to ensure that the employee regularly assigned to either the job, crew or  
13      position is designated to work the overtime pursuant to Subparagraph  
14      6.10(b)(1)(a) only when he/she is the appropriate individual, such  
15      designation may be made only if it is approved by the Director or his/her  
16      delegate, the delegate being at least one (1) level above the employee's  
17      immediate supervisor.

18      2. With respect to Subparagraph 6.10(b)(2)(f) the parties agree that the  
19      reference to deficient schedule performance or work quality being  
20      "currently documented" shall mean a Corrective Action Memo. In order  
21      to be used under Subparagraph 6.10(b)(2)(f), a Corrective Action Memo  
22      must state the period, not to exceed ninety (90) days, it will remain in  
23      effect and may serve as a basis for exclusion from overtime  
24      consideration only during that period.

25      3. The Company will provide notification of designated weekend overtime  
26      no later than the first rest break on ~~Friday~~ Thursday. When emergent  
27      situations arise following first rest break, notification of such overtime  
28      will be provided as soon as possible.

29      4. The Company will provide notification of designated weekday overtime  
30      no later than first rest break for post-shift overtime on the day that  
31      overtime is to be worked.

32      3-5. The Company will provide notification of designated weekday overtime  
33      no later than last rest break for pre-shift overtime to be worked the  
34      following day.

35      Dated: ~~November 2, 2008~~ September 13, 2024