

**ARRANGEMENT PURSUANT TO SECTION 13(c) OF THE
FEDERAL TRANSIT ACT
PROTECTING WORKERS REPRESENTED BY THE
AMALGAMATED TRANSIT UNION**

WHEREAS, the Iowa Department of Transportation ("Public Body"), has made application under the Federal Transit Act ("Act"), to assist in the purchase of various capital equipment for numerous transit systems in the State of Iowa, including certain small urban and rural area transit providers listed on Appendix A as attached hereto (each such entity hereinafter referred to as a "Recipient"), as more fully described in the project application ("Project"); and

WHEREAS, certain Project services will operate in the vicinity and service area of Greyhound Lines, Inc., d/b/a Greyhound and Trailways (hereinafter referred to as "Greyhound") and of Jefferson Lines, Inc. (hereinafter referred to as "Jefferson"); and

WHEREAS, certain employees of Greyhound are represented by the Amalgamated Council of Greyhound Local Unions, Amalgamated Transit Union, AFL-CIO (hereinafter referred to, together with the other labor organization signatory hereto, as the "Union"); and

WHEREAS, certain employees of Jefferson are represented by Amalgamated Transit Union Local 1498; and

WHEREAS, Sections 3(e)(4), (9)(e)(1) and 13(c) of the Act require, as a condition of any such assistance, that suitable fair and equitable arrangements be made to protect urban mass transportation industry employees affected by such assistance; and

NOW, THEREFORE, the Public Body agrees that the following terms and conditions shall apply and shall be specified in any contract governing such Federal assistance to the Public Body and the Recipients:

(1)(a) As a condition of the release of funds to each Recipient identified in Appendix A attached hereto, the Public Body will assure that such Recipient agrees to be bound by the terms and conditions of this Arrangement and accepts the responsibility for full performance of these conditions. The Project Operator will provide the Union with written evidence of such agreement by the involved Recipient by transmitting such via certified mail to the Legal Department of the Amalgamated Transit Union in Washington, D.C., no later than thirty (30) days prior to the release of funds to such Recipient.

(b) The Public Body will act and remain as the guarantor of the obligations, rights and duties of each Recipient under this Arrangement. The Public Body will ensure that each Recipient fully performs and honors such obligations, rights and duties and shall assume such obligations, rights and duties if and to the extent that a Recipient is or becomes either legally, administratively or financially incapable of satisfying or otherwise fails to fully perform and honor such obligations, rights and duties.

(c) If any claim filed with a Recipient pursuant to Paragraph (8) of this Arrangement is not satisfied financially or administratively by the Recipient, such claim may be filed within five (5) days thereafter with the Public Body, which shall then be responsible for the disposition of such claim. The Public Body shall complete the processing of such claim pursuant to the provisions of Paragraph (8) hereof or shall provide an appropriate remedy for such claim if the Project Operator has failed to do so. Unless otherwise agreed to by the Public Body and the Union, nothing in this subparagraph shall require the parties to duplicate

any step in the processing of a claim which has already been accomplished pursuant to Paragraph (8) through dealings with the Recipient. In the processing of any such claim, the 60-day and 18-month time periods for the 6-month period relating to benefits as set forth in Paragraph (8) shall be calculated from the date the claim was first filed with the Recipient.

(d) For purposes of this Paragraph a claim will be considered "not satisfied administratively" if (i) the Recipient fails, within twenty-one (21) days after the date such claim is filed, to either honor such claim or give notice to the claimant and the claimant's representative of the basis for denying or modifying such claim, or (ii) the Recipient gives such notice and thereafter fails to comply with any of the remaining procedures set forth in Paragraph (8) and/or Paragraph (7).

(2) The term "Project," as used in this Arrangement, shall not be limited to the particular facility, service, or operation assisted by federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project", as used in this Arrangement, shall include events occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies directly or indirectly related thereto or traceable to the assistance provided and shall also include events on actions which are a result of Federal assistance under the Act; provided, however, that volume rises and falls of business, or changes in volume or character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this Arrangement.

An employee covered by this Arrangement, who is not dismissed, displaced or otherwise worsened in the employee's position with regard to his or her employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance or other make whole remedy under Paragraphs (13), (14) or (15) of this Arrangement.

(3)(a) The Project, as defined in Paragraph (2) of this Arrangement, shall be performed and carried out in full compliance with the protective conditions described herein and in such a manner and upon such terms and conditions as will not adversely affect employees represented by the Union. It shall be an obligation of each Recipient to assure that any and all of its transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees.

This subparagraph (a) is intended to express the general requirement that the rights and interests of employees represented by the Union be protected from effects of the Project. Initially, this means that each Recipient in designing and implementing the Project must consider the effects the Project may have on employees represented by the Union and attempt to minimize any adverse effects. If objectives can be met without adversely affecting such employees, it is expected that adverse effects will be avoided. The duty to minimize effects is not intended to preclude all actions which would adversely affect employees, but to balance such actions in favor of the interests of employees. In the context of particular Project events, this subparagraph is to be read in conjunction with other provisions of this Arrangement. It therefore is intended to emphasize the specific statutory requirements that the employees be protected against a worsening of their employment conditions and receive offsetting benefits to make them "whole" when unavoidable impacts occur.

(b) The Project activities defined by the scope and budget as incorporated in the contract of assistance between the federal government and the Public Body shall be undertaken, carried out and completed substantially as described in 1) the Project application forwarded to the Amalgamated Transit Union by the U.S. Department of Labor pursuant to the procedures of 29 C.F.R. §215.3 on February 7, 1992, and/or 2) any budget revision, administrative amendment or full grant amendment which a) the Secretary of Labor affirmatively determines, in an administrative action pursuant to 29 C.F.R. §215.5 undertaken prior to the formal and final approval thereof by the Federal Transit Administration, does not alter the scope or purpose of the Project or otherwise revises or amends the application in immaterial respects, or b) is the subject of a Section 13(c) certification action pursuant to the procedures established by 29 C.F.R. §215.3.

(4) The Recipients shall not take any action which impairs or interferes with the preservation or continuation of any rights, privileges and benefits (including pension rights and benefits) of employees represented by the Union (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof.

(5) The Recipients shall not take any action which impairs or interferes with the preservation and continuation of the collective bargaining rights of employees represented by the Union, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements.

(6)(a) Each Recipient shall provide sixty (60) days' notice of any intended actions which may result in displacements or dismissals or rearrangements of the working forces represented by the Union. Such notice shall be provided by certified mail to the Union representing the potentially affected employees. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the jurisdiction or control of the Recipient available to be filled by such affected employees.

(b) At the request of either the Recipient or the Union, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this Arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to arbitration in accordance with Paragraph (7) of this Arrangement. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(7)(a) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this Arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred to a board of arbitration as hereinafter provided.

(b) The involved Recipient and Union shall each, within ten (10) days, select one member of the arbitration board and the two members thus chosen shall select a third member who shall serve as chair. Should the two members be unable to agree upon the appointment of the neutral member within ten (10) days, either party may request the American Arbitration Association to furnish a list of five (5) persons from which the neutral member shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination, and thereafter each shall, in that order,

alternatively eliminate one name until only one name remains. The remaining person on the list shall be the neutral member.

(c) If either party fails to select its arbitrator within the prescribed time limit, the highest officer of the involved Union or Recipient, as the case may be, shall be deemed to be the selected arbitrator, and the board of arbitration shall then function and its decision shall have the same force and effect as though both parties had selected their arbitrators. If either party refuses or otherwise fails to eliminate names from the list provided by the American Arbitration Association, the other party shall select the neutral member from among the names on such list and the arbitration board shall then function and its decision shall have the same force and effect as though both parties had participated in the elimination of names from the list.

(d) Unless the parties mutually agree in writing to waive the right to an arbitration hearing, the parties shall exchange a list of intended witnesses prior to the commencement of the hearing. The neutral member of the arbitration board shall have the power to subpoena witnesses upon the request of any party and to compel the production of documents and other information denied in the pre-arbitration period which is deemed relevant to the disposition of the claim.

(e) Within not less than forty-five (45) days after the hearing of the dispute has been concluded and the record closed or, if oral hearings have been waived, from the date of transmitting the final statements and proofs to the neutral arbitrator, the neutral member shall deliver a proposed decision to the two other members of the arbitration panel and any executive session of the panel requested by either of those two members (such request to be made within fifteen (15) days after delivery of the proposed decision) shall be conducted within fifteen (15) days of the request for an executive session.

(f) The decision by majority vote of the arbitration board shall be final, binding and conclusive. Awards made pursuant to said arbitration may include full back pay and allowances to employee-claimants and such other remedies as may be deemed appropriate and equitable. The salaries and expenses of the neutral member shall be borne equally by the parties to the proceedings, and other expenses shall be paid by the party incurring them.

(g) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the employee's obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employees. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee.

(8) Each Recipient shall be financially responsible for the application of these conditions and each will make the necessary arrangements so that any employee affected as a result of the Project may file a claim, either individually or through the Union, for a dismissal or displacement allowance and/or other make whole remedy under Paragraphs (13), (14) or (15) of this Arrangement with the involved Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to the employee's employment is otherwise worsened as a result of the Project; provided, in the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event; provided, further, that no benefits shall be

payable for any period prior to six (6) months from the date of the filing of the claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to said claims. Within not less than twenty-one (21) days, the Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant and the employee's representative of the basis for denying or modifying such claim, giving reasons therefor. In the event the Recipient fails to honor such claim, the Union may invoke the following procedures for further joint investigation of the claim by giving notice in writing of its desire to pursue such procedures. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual material as may be relevant. As soon as practicable thereafter, the parties shall meet and attempt to agree upon the proper disposition of the claim. If no agreement is reached, and the Recipient decides to reject the claim, it shall give written notice of its rejection of the claim, detailing its reasons therefor. In the event the claim is so rejected by the Recipient, the claim may be processed to arbitration as hereinabove provided by Paragraph (7).

Nothing included herein as an obligation of the Recipient shall be construed to relieve Greyhound or Jefferson of any obligations which it has under existing collective bargaining agreements, including but not limited to obligations arising from the benefits referred to in Paragraph (18) hereof, nor make either a third-party beneficiary of the Recipient's obligations contained herein, nor deprive the Recipient of any right of subrogation.

(9) Nothing in this Arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this Arrangement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(10) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, he shall be granted priority of employment or reemployment to fill any vacant position within the jurisdiction or control of the involved Recipient for which the employee is, or by training or retraining within a reasonable period, can become qualified. In the event training or retraining is required by such employment or reemployment, the involved Recipient shall provide or provide for such training or retraining at no cost to the employee.

(11) Each Recipient will post, in prominent locations accessible to the employees represented by the Union, a notice stating that the Recipient has received federal assistance under the Act and has agreed to comply with the provisions of Section 13(c) of the Act. This notice shall also specify the terms and conditions set forth herein for the protection of employees. Each Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this Arrangement and to the proper determination of any claims arising thereunder and the Public Body shall itself maintain and keep on file such relevant books and records.

(12) In the event the Project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the Federal government and the Public Body; provided, however, that this Arrangement shall not merge into the contract of assistance, but shall be

independently binding and enforceable by and upon the parties thereto, and by any covered employee or the employee's representative, in accordance with its terms, nor shall any other employee protective agreement merge into or be superseded by this Arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(13)(a) Whenever an employee, retained in service, recalled to service, or employed pursuant to Paragraphs (6), (15) or (25) of this Arrangement, is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee," and shall be paid a monthly "displacement allowance" to be determined in accordance with this Paragraph (13) and be provided such other rights or relief as may be deemed to be appropriate in fairness and equity upon the particular facts and circumstances presented. Said displacement allowance shall be paid each displaced employee during the protective period following the date on which the employee is first "displaced," and shall continue during the protective period as long as the employee is unable, in the exercise of the employee's seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost-of-living adjustments where provided for; provided that notice concerning such positions is posted on bulletin boards convenient to the interested employees.

(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances, pay for time lost on account of on-the-job injury, and monthly compensation guarantees, and the employee's total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty (50) per centum of each such month, based upon the employee's normal work schedule immediately preceding the date of the employee's displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve (12), thereby producing the average monthly compensation and the average monthly time paid for. If the employee's length of service is less than twelve (12) months, the average monthly compensation and average monthly time paid for shall be computed by dividing separately the total compensation and total time paid by the number of months in which such employee performed compensated service more than fifty (50) per centum of each such month. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost-of-living adjustments where provided for. If the displaced employee's compensation in the employee's current position is less in any month during the employee's protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost-of-living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to the employee's average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise the employee's seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this Paragraph (13), as occupying the position the employee elects to decline.

(c) If any employee who is entitled to a monthly displacement allowance served as an agent or a representative of

employees on either a full or part-time basis in the twelve (12) months immediately preceding the employee's being adversely affected, the employee's monthly displacement allowance shall be computed by taking the average of the average monthly compensation and average monthly time paid for of the protected employees in active service immediately above or below the affected employee on the same seniority roster or the employee's own monthly displacement allowance, whichever is greater.

(d) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to the employee's employment.

(14)(a) Any employee placed in a worse position with respect to hours, working conditions, fringe benefits or rights and privileges pertaining thereto at any time during the employee's employment as a result of the Project shall be considered a "worsened employee," and shall be made whole. Reasonable efforts should be made to restore the precise benefit lost or affected. If such attempts are unsuccessful or unsuitable, an alternative remedy awarding offsetting benefits or compensatory damages may be acceptable if the harm has a readily ascertainable economic value and such an award would result in a fair and equitable substitute.

(b) The make whole remedy shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to the employee's employment.

(15)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this Paragraph (15). Said dismissal allowance shall first be paid each dismissed employee commencing not later than the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follows:

<u>Employee's length of service prior to adverse effect</u>	<u>Period of protection</u>
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12) of the total compensation received by the employee in the last twelve (12) months of the employee's employment in which the employee performed compensated service more than fifty (50) per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. If the employee's length of service is less than twelve (12) months, the monthly dismissal allowance shall be computed by dividing the total compensation by a number equal to the number of months of the employee's employment in which the employee performed compensated service more than fifty (50) per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost-of-living adjustments where provided for.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee

loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or in accordance with subparagraph (e) of this Paragraph (15). In the absence of proper notice followed by an agreement or decision pursuant to Paragraph (7) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(c) Each employee receiving a dismissal allowance shall keep the Recipient paying such informed as to the employee's current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of this Arrangement in said position, if any are due the employee.

(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer after being notified in accordance with the terms of the then-existing collective bargaining agreement. Prior to such call to return to work by the employee's former employer, the employee may be required by the Recipient paying the allowance to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements. An employee who accepts other reasonably comparable employment will not thereby lose the employee's seniority rights under the collective bargaining agreement applicable to the position the employee occupied at the time the employee was deprived of employment, nor will such rights be otherwise adversely affected.

(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) of this Paragraph (15) or with Paragraph (25) hereof, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this Arrangement to the extent they are applicable.

(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment (provided such employment was not held for more than five (5) months of the twelve (12) month test period upon which the dismissal allowance is based), any benefits received from any unemployment insurance law, and the employee's dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or such employee's union representative, and the Recipient paying the allowance shall agree

upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) of this Paragraph (15) or under Paragraph (25) hereof, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to the employee's employment.

(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered the employee for which the employee is physically and mentally qualified and which does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or the employee's representative, or by final arbitration decision rendered in accordance with Paragraph (7) of this Arrangement, that such employee did not comply with this obligation.

(16) In determining length of service of a displaced, dismissed or worsened employee for purposes of this Arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to the employee and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance or other make whole remedy as if the employee were continuing to perform services in the employee's former position.

(17) No employee shall be entitled to either a displacement or dismissal allowance or other make whole remedy under Paragraphs (13), (14) or (15) hereof because of the abolishment of a position for which, at some future time, the employee could have bid, been transferred or promoted.

(18) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to the employee's employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workers' Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees in the bargaining unit, in active service or furloughed, as the case may be.

(19)(a) Any employee covered by this Arrangement who is retained in the service of the employee's employer, or who is later restored to service after being entitled to receive a dismissal allowance and who is required to change the point of the employee's employment shall be reimbursed for all expenses of moving the employee's household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for the employee's own actual wage loss during the time necessary for such transfer and for a

reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the involved Recipient under this Paragraph (19), and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee, or the employee's representatives.

(b) If any such employee is laid off within three (3) years after changing the employee's point of employment in accordance with subparagraph (a) of this Paragraph (19), and elects to move the employee's place of residence back to the employee's original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this Paragraph (19) and Paragraph (20)(a) hereof.

(c) No claim for reimbursement shall be paid under the provisions of this Paragraph unless such claim is presented to the Recipient within ninety (90) days after the date on which the expenses were incurred. Payment shall be made by the Recipient within thirty (30) days thereafter, unless disputes arise as to such claim.

(d) Except as otherwise provided in subparagraph (b) of this Paragraph (19), changes in residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this Paragraph.

(20)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of the employee's employment as a result of the Project and is thereby required to make a change in residence.

If the employee owns the employee's own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the involved Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, including, but not limited to, any real estate commissions, loan discount, loan origination, loan closing costs, preparation of abstract, or deed of sale, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined as of a date sufficiently prior to the date of sale so as to be unaffected by the Project. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for the employee's conventional fees and closing costs. In lieu of the foregoing, the employee may elect, at the employee's sole option, to receive an amount equal to the closing costs which are ordinarily paid for and assumed by a seller of real estate in the jurisdiction in which the residence is located. Such costs shall include a real estate commission paid to a licensed realtor and any prepayment penalty required by the institution holding the mortgage.

If the employee is under a contract to purchase the employee's home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied by the employee as the employee's home, the

reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the involved Recipient under this Paragraph (19), and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee, or the employee's representatives.

(b) If any such employee is laid off within three (3) years after changing the employee's point of employment in accordance with subparagraph (a) of this Paragraph (19), and elects to move the employee's place of residence back to the employee's original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this Paragraph (19) and Paragraph (20)(a) hereof.

(c) No claim for reimbursement shall be paid under the provisions of this Paragraph unless such claim is presented to the Recipient within ninety (90) days after the date on which the expenses were incurred. Payment shall be made by the Recipient within thirty (30) days thereafter, unless disputes arise as to such claim.

(d) Except as otherwise provided in subparagraph (b) of this Paragraph (19), changes in residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this Paragraph.

(20)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of the employee's employment as a result of the Project and is thereby required to make a change in residence.

If the employee owns the employee's own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the involved Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, including, but not limited to, any real estate commissions, loan discount, loan origination, loan closing costs, preparation of abstract, or deed of sale, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined as of a date sufficiently prior to the date of sale so as to be unaffected by the Project. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for the employee's conventional fees and closing costs. In lieu of the foregoing, the employee may elect, at the employee's sole option, to receive an amount equal to the closing costs which are ordinarily paid for and assumed by a seller of real estate in the jurisdiction in which the residence is located. Such costs shall include a real estate commission paid to a licensed realtor and any prepayment penalty required by the institution holding the mortgage.

If the employee is under a contract to purchase the employee's home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied by the employee as the employee's home, the

Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(b) No claim for loss shall be paid under the provisions of this Paragraph (20) unless such claim is presented to the Recipient within one year after the effective date of the change in residence.

(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or the employee's union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the Union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State or local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this Paragraph (20) only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser, including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Except as otherwise provided in Paragraph (19)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this Paragraph.

(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was the employee's former work location, or (B) more than thirty (30) normal highway route miles from the employee's residence and also farther from the employee's residence than was the employee's former work location.

(21) A dismissed employee entitled to protection under this Arrangement may, at the employee's option within thirty (30) days of the employee's dismissal or within sixty (60) days of the date of an arbitration award establishing that the employee is a dismissed employee, resign and (in lieu of all other benefits and protections provided in this Arrangement) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936:

Length of Service

Separation Allowance

1 year and less than 2 years	3 months' pay
2 years " " " 3 "	6 " "
3 " " " " 5 "	9 " "
5 " " " " 10 "	12 " "
10 " " " " 15 "	12 " "
15 " " over	12 " "

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by five (5) the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

"For the purposes of this agreement the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization he will be given credit for performing service while so engaged on leave of absence from the service of a carrier."

(b) One month's pay shall be computed by multiplying by thirty (30) the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(22) If seasonal employees are employed, a seasonal employee's displacement or dismissal allowance or other make whole remedy shall only apply during each year in the protective period for the same number of full months in which the employee worked in the twelve (12) full months preceding the Project; provided an employee's earnings during other months shall not affect the amount of the allowance due to the employee.

(23) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced, dismissed or worsened employee is to be provided protection hereunder and extends from the date on which an employee is displaced, dismissed or otherwise worsened to the expiration of six (6) years therefrom; provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced, dismissed or worsened than the employee's length of service, as shown by the records and labor agreements applicable to the employee's employment prior to the date of the employee's displacement, dismissal or other worsening.

(24) Nothing in this Arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under any existing job security or other protective conditions or arrangements by collective bargaining agreement or law where applicable, including P.L. 93-236, enacted January 2, 1974; provided, that there shall be no duplication or pyramiding of benefits to any employee, and, provided further, that the benefits under this Arrangement, or any other arrangement, shall be construed to include the conditions, responsibilities, and obligations accompanying such benefits. This Paragraph shall be construed consistent with the Hodgson Affidavit in Civil Action No. 825-71 and the federal court's interpretation of the concept of "pyramiding" in New York Dock Railway v. U.S., 609 F.2d 83, 99-101 (2d Cir. 1979).

(25) During the employee's protective period, a

dismissed employee shall, if the employee so requests in writing, be granted priority of employment to fill any vacant position within the jurisdiction and control of the involved Recipient reasonably comparable to that which the employee held when dismissed, for which the employee is, or by training or re-training can become, qualified; not, however, in contravention of collective bargaining agreements relating thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement for such position, plus any displacement allowance and/or make whole remedy to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed, for which the employee is qualified of for which the employee has satisfactorily completed such training, such employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this agreement.

As between employees who request employment pursuant to this paragraph, the following order shall prevail where applicable in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class as shown on the appropriate seniority rosters, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(26) If any employer of the employees covered by this agreement shall have rearranged or adjusted its forces in anticipation of this Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this Arrangement, the provisions of this Arrangement shall apply to such employee as of the date when the employee was so affected.

(27) This Arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by reason of the arrangements made by or for the Recipients to manage and operate their services.

The Public Body will take such steps and actions as are or may become necessary to ensure that any person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management, provision and/or operation of Project equipment agrees to be bound by the terms of this Arrangement and accept the responsibility for full performance of these conditions.

(28) The employees covered by this Arrangement shall continue to receive any applicable coverage under Railroad Retirement, Social Security, Workers' Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(29) In the event a provision of this Arrangement is held by a court of competent jurisdiction to be invalid or

otherwise unenforceable under the federal, state or local law, in the context of a particular Project, the remaining provisions of this Arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Public Body and the interested union representatives of the employees involved for purpose of adequate replacement under Section 13(c) of the Act. If such negotiation shall not result in mutually satisfactory agreement, any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this Arrangement only as applied to that Project, and any other appropriate action, remedy or relief.

(30) The terms and conditions of this Arrangement are intended for the primary and direct benefit of the transit employees represented by the Union. These employees are intended third-party beneficiaries of this Arrangement which will be fully enforceable by the covered employees and the Union. The Union may assert claims on behalf of the employees pursuant to the terms hereof.

IN WITNESS WHEREOF, the Public Body has executed this Arrangement through its duly authorized representative this 24th day of April, 1992.

IOWA DEPARTMENT OF TRANSPORTATION

By: 