

AGREEMENT

between

**SOUTHERN RAILWAY COMPANY
THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY
THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY
THE NEW ORLEANS TERMINAL COMPANY
GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY
CENTRAL OF GEORGIA RAILROAD COMPANY
THE LIVE OAK, PERRY AND SOUTH GEORGIA RAILROAD COMPANY
THE CAROLINA AND NORTHWESTERN RAILWAY COMPANY
THE INTERSTATE RAILROAD COMPANY
ATLANTIC AND EAST CAROLINA RAILWAY COMPANY
CHATTANOOGA TRACTION COMPANY
THE GEORGIA NORTHERN RAILWAY COMPANY
(Albany and Northern Seniority District)
LOUISIANA SOUTHERN RAILWAY COMPANY**

and their

**EMPLOYEES AS REPRESENTED BY BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES**

EFFECTIVE OCTOBER 1, 1972

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SCOPE

RULE 1. These rules govern the hours of service, working conditions and rates of pay of employees represented by Brotherhood of Maintenance of Way Employees employed in the seniority sub-departments in the Maintenance of Way and Structures Department as hereinafter identified in this agreement.

SENIORITY

RULE 2. (a) Persons entering carrier's service will not establish seniority until their applications have been approved, they have passed physical examination and have otherwise met carrier's entrance requirements. Rejection, if made, will be within sixty (60) calendar days after the first day service is performed. When employees entering service have met carrier's entrance requirements, or have not been rejected within sixty (60) calendar days, their seniority will be established as of the first day worked in the sub-department and seniority district in which employed.

(b) Where two or more new employees enter service in the same rank and sub-department at the same hour on the same day, their seniority rank shall be determined by their respective ages with the older employee(s) ranking first; provided, however, any such employee having had previous service in carrier's Maintenance of Way Department shall rank ahead of employees who have had none. Where two or more employees are promoted from a lower rank to a higher rank in the same sub-department on the same day, the senior employee in the lower rank shall be senior in the rank to which promoted.

(c) While employees' seniority begins to accumulate as provided in paragraphs (a) and (b) of this Rule 2, seniority in a higher rank will not hereafter accumulate until:

1. Employee is assigned to a position by bulletin, or
2. Employee has performed a total of ninety (90) days' service in the particular rank, which service need not be continuous.

When such ninety (90) days' service is completed, such employee will be given a seniority date as of the ninety-first (91st) day of actual service performed in such particular rank.

NOTE: To the end that employees' relative seniority standing in respective ranks may be protected, where possible the senior qualified promotable employee in a seniority district will be utilized in order that such senior promotable employee may complete the ninety (90) days ahead of junior promotable employees.

This shall not prevent using a junior employee in emergency, but the senior promotable employee will, as soon as possible, be permitted to fill the vacancy if he so desires.

(d) An employee promoted from a lower rank to a higher rank in the same sub-department may be given a maximum of sixty (60) calendar days in which to qualify after being assigned by bulletin. In event the employee fails to show sufficient aptitude, however, he may be disqualified at any time during said sixty (60) day period. An employee disqualified under this rule shall not establish seniority in the higher rank from which disqualified. He will return to the position last held if still in existence. If no longer in existence or is held by a senior employee, the employee involved may exercise a displacement right in accordance with these rules. If not disqualified within said sixty (60) day period, the employee shall be considered as qualified.

(e) An employee qualifying for and establishing seniority in any rank in a sub-department, will thereby establish the same seniority date in other positions in the same rank and in positions in all lower ranks in the same sub-department in which he has not already established seniority; provided that (except in the rank of laborer) such employee will not be shown as having seniority on such other positions until he is qualified on such other positions or classifications.

(f) Except as provided in Rule 60, employees exercising their seniority rights will do so without expense to the company.

SENIORITY SUB-DEPARTMENTS

RULE 3. (a) Except as otherwise provided in these rules, seniority rights of employees are confined to the sub-department in which employed; such sub-department shall consist of the respective sub-departments and ranks therein identified as follows:

Track Sub-department:

- A-1 Foremen
- A-2 Assistant Foremen
- A-2 Track Repairmen
- A-2 Rail Welders (applicable only on lines of the Central of Georgia Railroad Company)
- A-3 Assistant Rail Welders (applicable only on lines of the Central of Georgia Railroad Company)
- A-3 Operators of the following power driven machines (as distinguished from power tools)
 - Bolt Tighteners
 - Tie Adzers
 - Tie Renewal Machines
 - Tie Handling Machines
 - Tie Unloading Machines
 - Tie Destroying Machines
 - Tie Bed Scarifiers - Tie Inserters
 - Track Brooms
 - Power Track Liners
 - Weed Burners
 - Track Gaugers - Liner Spikers
 - Grinders
 - Ballast Moles
 - Ballast Scarifiers
 - Ballast Regulators
 - Ballast Cribbers
 - Friction Saws
 - Rail Drills (Rail Cropping Yard)
 - Rail Presses
 - Rail Changing Machines
 - Rail Pusher - Pulling Machines
 - Grouting Machines

- Rail Threading Machines
- Rail Transposing Machines
- Rail Dismantling Machines (Rail Cropping Yard)
- Rail Heating Machines
- Core Drills
- Hydraulic Force Feed Loaders
- Caterpillar Crawler, equipped with Hystaway Boom
- Automatic Nipper Spikers
- Spike Driver Nippers
- Spike Drivers
- Bush Hog Machines (on and off track)
- Mowing Machines
- Dual Tie Saws
- Multiple Tampers
- Do-All Machines
- Rail Anchor Machines
- Backhoes - front end loader machines
- A-4 Operators of Air Compressors, 100 to 350 cubic feet of free air per minute
- A-4 Operators of the following power driven machines (as distinguished from power tools)
 - Spike Pullers
 - Rail Drills
 - Rail Hacksaws
 - Jacks
- A-4 Helpers on the following power driven machines (as distinguished from power tools)
 - Bolt Tighteners
 - Grinders
 - Tie Adzers
 - Ballast Scarifiers
 - Weed Burners
- A-4 Helpers of Track Repairmen
- A-5 Track Laborers
 - Laborers-Truck Drivers (when utilized)
 - Bridge Track and Tunnel Watchmen
 - Highway Crossing Watchmen
 - Flagmen at non-interlocked railway crossings

B&B Sub-departments:

- B-1 Foremen (including Fence Gang Foremen)
- B-2 Assistant Foremen

- B-3 Mechanics (including bridge hoist and bridge greasing machine operators)
- B-4 Helpers
- B-4 Air Compressor Operators
- B-5 B&B Apprentices
- B-6 Cooks

M. W. Machines-B&B Sub-department:

- C-1 Pile Driver Engineers
- C-1 Crane Engineers
- C-2 Pile Driver Firemen
- C-2 Crane Firemen (Helpers)

M. W. Machines-Track Sub-department:

- D-1 Power Shovels, Operators
- D-1 Cranes, Operators
- D-1 "Grade-all operators"
- D-1 Ditcher spreader operators
- D-2 Tractor Operators (including handling Scrape Wagon, Bulldozer, Angledozer, Rooter, Sheepfoot Roller or other similar equipment)
- D-2 Tournapull Earth Mover Operators
- D-2 Krane Kars (small crane) Operators
- D-2 Motor Grader Operators
- D-3 Helpers on Gasoline and Diesel Power Shovels and Cranes

Drawbridge Tenders Sub-department:

- E-1 Drawbridge Tenders

Sand Driers Sub-department:

- F-1 Sand Driers

NOTE 1: Machines hereafter introduced in the Maintenance of Way and Structures Department shall be classified and listed in the appropriate rank and sub-department pursuant to the provisions of Rule 57(a).

NOTE 2. The memorandum of agreement dated October 13, 1939 between the Brotherhood of Maintenance of Way Employees and the International Brotherhood of Firemen and Oilers; and the letter addressed to Messrs. Keister, Adams and Hungerford by Mr. C. D. Mackay on November 27, 1939, relating to representation of certain engine watchmen, sand driers, etc., while not reproduced herein, are still in effect.

SENIORITY OF EMPLOYEES IN MORE THAN ONE SUB-DEPARTMENT

RULE 4. Employees covered by this agreement who have been in the past given positions of track repairman and employees who in the future or have been in the past given positions in either the M.W. Machines-Bridge and Building Sub-department, M.W. Machines-Track Sub-department, Drawbridge Tenders Sub-department, will, in addition to accumulating seniority in the sub-department to which transferred as provided in Rule 2 retain and continue to accumulate seniority in the sub-department from which transferred.

In the event such employees are demoted, laid off (their positions abolished), disqualified or have occasion to leave their positions in the department or sub-department to which transferred account circumstances beyond their election, they will be permitted to assert their retained seniority in the sub-department from which they came, in accordance with the provisions of Rule 36(b). They may not, however, voluntarily relinquish position, by bid or otherwise, to which entitled by reason of qualifications and seniority in the sub-department to which transferred.

In the event of the return of such employee to the position in the sub-department in which originally employed, he shall retain and continue to accumulate seniority in the sub-department to which transferred, but he may not return to the position in the sub-department to which transferred except by bidding on vacancies, or making application for the same, as the case may be,

under the rules of this agreement. In other words, the employee may not return to the sub-department to which transferred in the exercise of a displacement right.

TRACK REPAIRMEN

RULE 5. The term "track repairmen" embraces those men who are building up rail ends, repairing frogs and switches and doing other work in the track by the oxyacetylene method.

In the future where there are no men already qualified for positions of track repairmen, preference will be given to trackmen in the positions. B&B men will be given second preference for such positions. If the required number of track repairmen cannot be obtained from either the Roadway or the B&B Departments, men will be employed from any source where they may be available.

USE OF THE OXYACETYLENE OR ELECTRIC TORCH FOR PLAIN CUTTING WHEN NO WELDING IS TO BE DONE

RULE 6. Cutting with the oxyacetylene or electric torch when no welding is to be done, may be performed by other than mechanics and helper's rate will be paid for such service without differential. If such cutting is done in the B&B Department, the B&B Helper's rate will apply. If in the Track Department the track repairmen helper's rate will apply. If a laborer in the Maintenance of Way Department is used for such work due to the unavailability of a helper, such laborer will be paid for work performed at the helper's rate.

SENIORITY DISTRICTS

RULE 7. (a) Effective October 1, 1972, seniority rights of employees to new positions or vacancies in their respective sub-departments shall, except as provided in paragraph (b) hereof, be confined to one of the following geographical seniority regions:

1. Northeast seniority region
(identified on page 69)
2. Southeast seniority region
(identified on page 70)
3. Northwest seniority region
(identified on page 71)
4. Southwest seniority region
(identified on page 72)

(b) Employees having an employment relationship with Carriers parties hereto immediately prior to the effective date of this agreement shall establish seniority in the geographical seniority region provided for in paragraph (a) above which includes their former division seniority district and shall have rights to new positions or vacancies in their respective sub-departments occurring in gangs or forces permanently assigned by bulletin to work on a geographical seniority region basis. Said employees and employees entering the service after the effective date of this agreement shall, in addition, have preferential rights to new positions or vacancies in their respective seniority sub-departments in one of the following division seniority districts, consisting of company and/or old division designations, which corresponds with, or includes, their former division seniority district:

<u>Seniority Districts</u>	<u>Seniority Region</u>	<u>Consist</u>
1. Washington	Northeast	Washington, Richmond, Danville, and A&EC Divisions and the Martinsville, Asheboro and Albemarle Divisions of the C&NW
2. Asheville	Northeast	Asheville and Winston-Salem Divisions, Lenoir Division of the C&NW, and the Marion, N.C. to Blacksburg, S.C. Segment of the Charleston Division

<u>Seniority Districts</u>	<u>Seniority Region</u>	<u>Consist</u>
3. Charlotte	Northeast	Charlotte and Columbia Divisions, Charleston Division (excluding the Marion, N.C. to Blacksburg, S.C. Segment), and the Anderson Division of the C&NW
4. Atlanta	Southeast	Atlanta Division (excluding the Macon, Ga. to Brunswick, Ga. Segment), Columbus and Macon Divisions of CofGa. (excluding the Macon, Ga. to Albany, Ga. Segment, the Albany, Ga. to Dothan, Ala. Segment, the Americus, Ga. to Columbus, Ga. Segment, the Smithville, Ga. to Eufaula, Ala. Segment, and the Eufaula, Ala. to Ozark, Ala. Segment). (Includes Atlanta, Ga. yards and Brosnan Yard, Macon, Ga.)
5. GS&F	Southeast	GS&F, St. Johns River Terminal, LOP&G, South Georgia, and A&N Divisions and the Macon, Ga. to Albany, Ga. Segment, the Albany, Ga. to Dothan, Ala. Segment, the Americus, Ga. to Columbus, Ga. Segment, the Smithville, Ga. to Eufaula, Ala. Segment, and the Eufaula, Ala. to Ozark, Ala. Segment of the Macon and Columbus Divisions of the CofGa.
6. Savannah	Southeast	Savannah Division and the Macon, Ga. to Brunswick, Ga. Segment of the former Atlanta Division
7. St. Louis-Louisville	Northwest	St. Louis-Louisville Division
8. CNO&TP	Northwest	CNO&TP and Chattanooga Traction Company Divisions

<u>Seniority Districts</u>	<u>Seniority Region</u>	<u>Consist</u>
9. Knoxville	Northwest	Knoxville, Appalachia, Interstate and Memphis Divisions
10. AGS	Southwest	AGS Division
11. Birmingham-Mobile	Southwest	Birmingham-Mobile Division
12. NO&NE	Southwest	NO&NE, NOT and Louisiana Southern Divisions

(c) In event the former division seniority district of an employee in service prior to the effective date of this agreement is split or divided by one or more of the new geographical seniority regions and/or new division seniority districts, he shall be privileged to choose the new division seniority district in which he will have rights to new positions or vacancies. The employees' geographical seniority region shall be that which includes the new division seniority district selected.

(d) An employee who, prior to the effective date of this agreement, held only district seniority and an employee entering the service after the effective date of this agreement shall establish seniority on the new division seniority district which includes, or is nearest to, his place of residence. Said employees' geographical seniority region shall be that which includes the new division seniority district selected.

(e) The seniority dates in the respective seniority sub-departments of employees in service prior to the effective date of this agreement shall be the seniority dates they held immediately prior to the effective date of this agreement, as more specifically provided for in an implementing agreement carrying the same effective date as this agreement.

TRANSPORTATION - SPECIAL ALLOWANCE

RULE 8.

SECTION I. (Applicable to employees having an employment relationship with carriers immediately prior to the effective date of this agreement.)

(a) An employee working in a gang or force permanently assigned to work over a geographical seniority region defined in Rule 7(a) shall, when working off of his division seniority district as defined in Rule 7(b), be paid an allowance of \$10.00 each week when so worked off of said division seniority district.

(b) An employee working in a gang or force permanently assigned to work over a geographical seniority region defined in Rule 7(a) shall, in the event used to perform work in a different geographical seniority region, be paid an allowance of \$10.00 for each week so used. Any allowance paid under this paragraph (b) shall be in addition to the allowance provided for in paragraph (a) above.

(c) Any employee assigned to a gang or position limited by bulletin to working within one of the division seniority districts defined in Rule 7(b) shall, in event temporarily transferred to another seniority district by direction of management under the provisions of Rule 48, be paid a weekly allowance under the principle of paragraphs (a) and (b) hereof; i.e., if sent to another division seniority district within his geographical seniority region, paragraph (a) will be applicable; if sent to work off his geographical seniority region, paragraphs (a) and (b) will be applicable.

(d) The prior practice whereby employees are permitted to use company vehicles as a means of transportation between the work location and a designated point on the employees' division seniority district when making weekend trips home will be continued in effect for employees covered by paragraphs (a), (b) and (c) above. Use of carriers' available rail transportation shall also be permitted.

SECTION II. (Applicable to employees entering the service on and after the effective date of this agreement.)

(a) An employee entering the service on or after the effective date of this agreement, in the event regularly assigned to a gang or position limited by bulletin to working within one of the division seniority districts identified in Rule 7(b) and is temporarily transferred to another seniority district within his seniority region by direction of management under Rule 48, shall be paid an allowance of \$10.00 each week when so worked off of said division seniority district.

(b) In event an employee covered by this Section II is used to perform work off his geographical seniority region, he shall be paid an allowance of \$10.00 each week when so used on a different geographical seniority region.

(c) Paragraph (d) of Section I of this Rule 8 shall be applicable to employees covered by this Section II when working in a gang or force permanently assigned to work over a geographical seniority region defined in Rule 7(a).

SECTION III.

The transportation or allowance furnished by carriers under the provisions of Sections I and II of this Rule 8 shall be in addition to the payment provided for under Section I(c) of Rule 34.

SECTION IV.

For purposes of Rule 7 and this Rule 8, bulletins issued under the provisions of Rule 10, covering new positions and vacancies in existing positions, shall specify, among other things, whether the position or positions involved are to be assigned to work on a division seniority district basis or on a geographical seniority region basis. Copy of said bulletins shall be posted at the headquarters of each gang for the benefit of all employees affected.

SENIORITY ROSTERS

RULE 9. (a) Seniority rosters of employees of each sub-department by seniority districts will be separately compiled. Such rosters will show the name and date of entry of the employees into the rank of the service covered by the rosters. Copies of the rosters will be kept at convenient places available for inspection by employees interested and will be furnished representatives of the employees affected.

(b) Seniority rosters will be revised in January of each year and posted not later than February 5th of each year.

(c) A statute of limitation of one (1) year from date of posting of roster is fixed to take up or appeal a case of seniority. If one year elapses without protest, the date shown on roster becomes a fixture and cannot be protested under future rosters carrying same seniority date, except by mutual agreement.

(d) Names of employees hereafter promoted to official positions with the carrier or organization who retain seniority rights under the provisions of Rule 43 shall be carried on the seniority roster and an asterisk (*) shall be placed before such names to properly designate them. The omission of the names of such employees from such roster shall not, however, operate to affect their seniority in any way through operation of statute of limitation rule or otherwise.

(e) Names of employees who have been granted an annuity under the provisions of the Railroad Retirement Act on account

of physical disability when less than sixty-five (65) years of age will be carried on seniority rosters until age sixty-five (65) is reached, at which time they will be removed from such rosters and all seniority forfeited as provided in Rule 50.

(f) "Protest" as used in paragraph (c) of this rule means a written protest addressed to the officer of the company whose name is signed to the seniority roster in question. In the event an employee's name is omitted from the seniority roster, this rule does not bar consideration of such cases upon the merits, but the burden of showing that the omission was erroneous rests upon the person claiming seniority despite the omission.

BULLETINING NEW POSITIONS AND VACANCIES

RULE 10. (a) Except as otherwise provided, new positions and permanent vacancies will be bulletined within thirty (30) days previous to or within ten (10) days following the dates such vacancies occur.

Temporary vacancies or vacancies caused by personal illness or leave of absence need not be bulletined until the expiration of thirty (30) days from the date such vacancies occur.

When vacancies caused by illness or leave of absence are bulletined at the expiration of thirty (30) days, as hereinabove provided for, the bulletin will specify that they are temporary. In the event of such temporary vacancy becoming a permanent vacancy through death or failure of regularly assigned occupant to return, the position is to be rebulletined as a permanent vacancy. If temporary occupant is displaced thereby, he may exercise seniority in accordance with rules of this agreement.

(b) This Rule 10 shall not apply to vacancies caused by employees taking their vacations under the provisions of the "Vacation Agreement" as amended. Such vacancies are not to be bulletined.

(c) Except as provided in paragraph (d) below, when positions covered by this agreement are abolished and later

reestablished, they will be bulletined in accordance with the provisions of this Rule 10 and assignment made in accordance with rules of this agreement.

(d) The provisions of paragraph (c) above shall not apply when employees are laid off for periods of thirty (30) days or less, in which event the positions will not be bulletined when the assignments are reestablished.

(e) In the event an employee exercises a displacement right under these rules because of being laid off, position occupied by such employee at the time laid off shall be bulletined in accordance with this Rule 10, if reestablished.

FORM OF BULLETIN

RULE 11. Bulletins will carry sufficient information to be generally descriptive of positions bulletined. They will show title of position, rate of pay, location or territory, whether the vacancy is permanent or temporary, and other information if there are special circumstances or conditions relating to the particular position which it is desirable for the employees to know, such as vacancies caused by illness, leave of absence, or retirement account physical disability under Railroad Retirement Act. Bulletins of laborers' positions shall contain only the number of positions open in the gang or force to be organized or already in existence, as the case may be.

PROMOTION TO NEW POSITIONS AND VACANCIES

RULE 12. (a) Promotions to new positions or to fill vacancies will be made after bulletin notice has been posted for a period of fifteen (15) days at the headquarters of the gangs in the sub-department of employees entitled to consideration in filling the positions, during which time employees may file their applications with the officer whose name appears on the bulletin.

(b) All qualified employees holding seniority in the rank and seniority district in which the vacancy exists shall have the

right to bid on such vacancy. Qualified employees in rank or ranks below seeking promotion, but not having established seniority in the particular rank in which the vacancy exists, shall be privileged to file their applications for such vacancies within the bulletin period. The provisions of Rule 14 shall be applicable when filling the position.

(c) The appointment will be made before the expiration of twenty-five (25) days from the date the bulletin is posted, and the name of the employee selected will then be announced by bulletin.

(d) New positions or vacancies may be filled temporarily pending permanent appointment.

(e) An employee bidding on a bulletined new position or vacancy (either permanent or temporary) upon being assigned as the successful bidder or applicant must take such assignment within fifteen (15) days from date so assigned. If he fails to do so without good and sufficient reason, he shall forfeit all seniority, if any held, in the rank in which the new position was established or vacancy occurred. In the event the employee is not released by the carrier within fifteen (15) days from date so assigned, he shall thereafter be paid for any resulting loss in wages and reimbursed for any reasonable additional expenses incurred under the principle of Rule 27(d).

(f) An employee who, by bidding on a position in a rank lower than that in which he is assigned, voluntarily demotes himself. By so doing he shall not lose his seniority in the higher rank or ranks. In event he is displaced or the position is abolished he shall exercise his rights under Rule 36(b).

(g) In filling vacancies in the M.W. Machines-Bridge and Building Sub-department, when there are no qualified employees in that Sub-department, consideration shall be given qualified employees in the service, who apply for the positions in writing, over non-employees in the following order: First, employees in the B&B Sub-department, second, employees in the M.W. Machines-Track Sub-department, and third, employees in the Track Sub-department.

In filling vacancies in the M.W. Machines-Track Sub-department, when there are no qualified employees in that sub-department,

consideration shall be given qualified employees in the service, who apply for the positions in writing, over non-employees in the following order: First, employees in the Track Sub-department, second, employees in the M. W. Machines-Bridge and Building Sub-department, and third, employees in the B&B Sub-department.

DEFINITION OF PROMOTION

RULE 13. A promotion is an advancement from a lower rank to a higher rank in the same sub-department.

BASIS OF PROMOTIONS

RULE 14. Promotions shall be based on qualifications, ability and seniority; qualifications and ability being sufficient, seniority shall prevail.

LIMITS OF PROMOTION

RULE 15. Employees are entitled to promotion to positions within the scope of this agreement only on the seniority district and in the same sub-department over which their seniority rights prevail.

DECLINING PROMOTION

RULE 16. (a) An employee declining promotion shall not lose his seniority.

(b) An employee who refuses, when called, to accept extra or regular service in a higher rank in which he has established seniority as much as twice in any twelve (12) months' period shall retain accumulated seniority in such higher rank, but there is no further obligation on the company to again call him for service in such seniority rank.

(c) An employee working toward the establishment of ninety (90) days' service, as provided in Rule 2(c), who refuses, when called, to accept extra or regular service in a higher rank as much as twice in any twelve (12) months' period shall forfeit accumulated days of service in that particular rank and, except as provided in Rule 2(c)(1), shall be required to perform a total of ninety (90) additional days' service in the particular rank before acquiring seniority in such rank.

DAY'S WORK

RULE 17. (a) Eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work, unless otherwise provided in these rules.

(b) For regular operations requiring continuous hours, eight (8) consecutive hours without meal period may at the option of the management be assigned as constituting a day's work, in which case not to exceed twenty (20) minutes shall be allowed in which to eat, without deduction in pay, when the nature of the work permits.

(c) Regularly established daily working hours will not be reduced below eight (8) to avoid making force reductions. When less than eight (8) hours are worked for the convenience of employees, or when regularly assigned for service of less than eight (8) hours on specified holidays, or rest days, or when, due to inclement weather, interruptions occur to regular established work periods, preventing eight (8) hours' work, only actual hours worked or held on duty will be paid for, except as provided in these rules. No deduction will be made for loss of time account inclement weather from monthly rated employees.

(d) Except as otherwise provided in these rules, only the hours between the beginning and release from duty, exclusive of the meal period, shall be paid for.

REPORTING-HELD ON DUTY

RULE 18. When regularly assigned employees not assigned to camp cars or trailers, hotels or motels are required to report at

usual starting time and place for a day's work, and conditions prevent full day's work being performed, they will be allowed pay for actual time held on duty, with a minimum of three (3) hours at pro rata rate, and may be required to perform such work as practicable to perform during this period; if held on duty more than three (3) hours, actual time so held will be paid for under applicable rules of this agreement.

THE 40-HOUR WEEK

RULE 19. (a) Note: The expressions "positions" and "work" when used in this agreement refer to service, duties, or operations necessary to be performed the specified number of days per week, and not to the work week of individual employees.

(b) General: There shall be established effective September 1, 1949, for all employees, subject to the exceptions contained in this agreement, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the carriers' operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions of this agreement which follow:

1. Five-Day Positions - On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday. (Unless otherwise mutually agreed between the parties hereto, all forces except yard forces shall be assigned a Monday through Friday work week.)

2. Six-day Positions - Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

3. Seven-Day Positions - On positions which have been filled seven days per week any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

4. Regular Relief Assignments - All possible regular relief assignments with five days of work and two consecutive

rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement. Where no guarantee rule now exists, such relief assignments will not be required to have five days of work per week.

Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

Except as otherwise provided in this agreement, occupants of relief positions shall be paid the rate of each position filled.

When a relief position is established and the occupant of same is assigned to perform relief work at more than one station, the company will designate one of the stations in the assignment as the headquarters station of the relief position. In addition to pay for time worked, employees so assigned will be allowed compensation as provided in Section 2 of Rule 34.

5. Deviation from Monday-Friday Week - If in positions or work extending over a period of five days per week, an operational problem arises which the carrier contends cannot be met under the provisions of paragraph (b)(1) of this Rule 19, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under applicable rules.

6. Nonconsecutive Rest Days - The typical work week is to be one with two consecutive days off, and it is the carrier's obligation to grant this. Therefore, when an

operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (b) (2), (3) and (4), the following procedure shall be used:

(i) All possible regular relief positions shall be established pursuant to paragraph (b)(4) of this Rule 19.

(ii) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.

(iii) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods. The parties adopt this as a principle; to implement its accomplishment initially local officers and local chairman, subject to approval of General Chairman, will endeavor to agree where it shall be done and such agreements should be made in all instances where they will facilitate the establishment of relief positions.

(iv) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.

(v) If the foregoing does not solve the problem, then some of the relief or extra men may be given nonconsecutive rest days.

(vi) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two nonconsecutive days off.

(vii) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.

(viii) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the applicable rules, and in such proceedings the burden will be on the carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five days per week.

7. Rest Days of Extra or Furloughed Employees - To the extent extra men or furloughed employees may be utilized under applicable rules or practices, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.

8. Beginning of Work Week - The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employees shall mean a period of seven consecutive days starting with Monday.

9. Sunday Work - Existing provisions that punitive rates will be paid for Sunday as such are eliminated. The elimination of such provisions does not contemplate the reinstatement of work on Sunday which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may be in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may be necessary is not required. Changes in amount or nature of traffic or business and

seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that types of work which have not been needed on Sundays will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.

10. Work on Assigned Rest Days - Except as provided in paragraph (b)(6) of this Rule 19, regularly assigned employees who are assigned, notified or called to work on either or both their assigned rest days, shall be paid on the actual minute basis for work performed or for times held on duty at the rate of time and one-half with a minimum allowance of two (2) hours forty (40) minutes at the time and one-half rate for two (2) hours forty (40) minutes' work or less.

11. Changing Assigned Rest Days - When regularly assigned rest days are changed the employee or employees occupying the position or positions affected will be given not less than five working days' advance notice.

12. Work on Unassigned Days - Where work is required by the carrier to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have forty (40) hours of work that week; in all other cases by the regular employee.

13. Nothing in this agreement shall be construed to create a guarantee of any number of hours or days of work where none now exists.

STARTING TIME

RULE 20. (a) Except as provided in paragraph (b) of this rule, regular assignments shall have a fixed starting time, and the regular starting time shall not be changed without at least thirty-six (36) hours' notice to the employees affected.

One Shift

Where one shift is employed, the starting time will be not earlier than 6:00 A.M. nor later than 9:00 A.M.

Two Shifts

Where two shifts are employed, the starting time of the first shift will be not earlier than 6:00 A.M., and the starting time of the second shift will be not later than 5:00 P.M.

Three Shifts

Where three shifts are employed, the starting time of the first shift shall be not earlier than 6:00 A.M. nor later than 8:00 A.M. and the starting time of the other shifts will be regulated accordingly.

(b) Starting time of employees assigned in rail laying and combination rail laying and timbering and surfacing gangs shall as far as practicable be as specified above in paragraph (a), but it may be varied in special circumstances when density of traffic would prevent performance of work during normal starting time hours.

BEGINNING AND END OF REGULAR WORK DAY

RULE 21. Employees' time will start upon leaving and end upon returning to designated assembling points for each class of employees such as tool houses, camp cars, trailers, hotels, motels, etc.

MEAL PERIOD

RULE 22. When a meal period is allowed, it will begin between the ending of the fourth hour and the beginning of the seventh hour after starting work, unless otherwise agreed upon by the employees and employer. Except as provided in Rule 17(b), the meal period, unless acceptable to a majority of the employees directly interested, shall not be less than thirty (30) minutes or more than one (1) hour.

WORK DURING MEAL PERIOD

RULE 23. (a) If the regular meal period is not afforded within the allowed or agreed time limit and is worked, the meal period shall be paid for at the pro rata rate, and twenty (20) minutes with pay in which to eat shall be afforded at the first opportunity.

(b) If the regular meal period is worked and twenty (20) minutes within which to eat is not afforded, gangs will not be cut off in advance of the regular quitting time and will be paid eight (8) hours pro rata rate and at time and one-half for the regular meal period not allowed.

OVERTIME

RULE 24. (a) Except as otherwise provided in this agreement, time worked preceding or following and continuous with a regularly assigned eight-hour work period shall be computed on actual minute basis and paid for at time and one-half rates, with double time computed on actual minute basis after sixteen (16) continuous hours of work in any twenty-four (24) hour period computed from starting time of the employee's regular shift. In the application of this paragraph (a) to new or unassigned employees temporarily brought into the service in emergencies, the starting time of such employees will be considered as the time that they commence work or are required to report.

(b) This shall not affect the provisions of this agreement covering meal periods.

(c) Work in excess of forty (40) straight time hours in any work week shall be paid for at one and one-half times the basic straight time hourly rate except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under Rule 19(b)(6) of this agreement.

(d) Employees worked more than five days in a work week shall be paid one and one-half times the basic straight time hourly rate for work on the sixth and seventh days of their work weeks, except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under Rule 19(b)(6) of this agreement.

(e) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, dead-heading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

AUTHORITY FOR OVERTIME

RULE 25. No overtime hours will be worked without authority of a superior officer, except in case of emergency where advance authority is not obtainable.

ABSORBING OVERTIME

RULE 26. Employees will not be required to suspend work after starting any daily assigned work period for the purpose of absorbing overtime.

TRAVEL TIME-EXPENSES-TEMPORARY SERVICE

RULE 27. (a) Except as otherwise provided in these rules, employees who are assigned regular work hours at home station and who are temporarily sent from their headquarters or outfit cars by direction of management will be allowed straight time (exclusive of meal period) for actual time traveling during or outside regular work period. Employees so sent, who travel by railway motor car or by company truck, shall be deemed to be at work while so traveling.

(b) Employees will not be allowed time while traveling in the exercise of seniority rights or between their homes and designated assembly points or for other personal reasons.

(c) If, during the time on road, an employee defined above is relieved from duty and is permitted to go to bed for five (5) hours or more, such relief time will not be paid for, provided that in no case shall such employee be paid for less than eight (8) hours for each calendar day when such irregular service prevents the employee from working his daily assigned hours at his home station.

(d) Employees taken from their regular assignment, home station or outfit to work temporarily elsewhere, and as a result incur board and lodging expenses they would not have incurred on their regular assignment, shall, except as provided in paragraph (e) hereof, be reimbursed by the company for reasonable necessary expenses incurred by reason of having been sent from their regular assignment, home station or outfit to work temporarily elsewhere.

(e) In cases where camp cars or trailers are provided by the company at the location to which sent, the employees so sent under this rule shall be governed by and entitled to the benefits provided in Rule 34 of this agreement.

CALLS

RULE 28. Except as otherwise provided in these rules, employees notified or called to perform work not continuous with the regular work period will be allowed a minimum of two (2) hours and forty (40) minutes at time and one-half for two (2) hours and forty (40) minutes' work or less, and if held on duty in excess of two (2) hours and forty (40) minutes, time and one-half time will be allowed on the minute basis.

HOLIDAY WORK

RULE 29. Except as otherwise provided in this agreement, employees assigned, notified or called to work on the following legal holidays, namely New Year's Day, Washington's Birthday (3rd

Monday in February), Good Friday (Friday before Easter), National Decoration Day (last Monday in May), Fourth of July, Labor Day (first Monday in September), Veterans Day (4th Monday in October), National Thanksgiving Day (4th Thursday in November) and Christmas (provided when any of these holidays fall on Sunday the day observed by the State, Nation or by proclamation shall be considered the holiday), shall be paid on the actual minute basis for work performed or for time held on duty at the rate of time and one-half with a minimum allowance of two (2) hours forty (40) minutes at the time and one-half rate for two (2) hours forty (40) minutes' work or less.

NOTE: (1) So far as Maintenance of Way employees assigned fixed headquarters on New Orleans Terminal Company are concerned, Rules 29 and 30 are amended by substituting the words "Carnival Day" for the words "National Decoration Day (last Monday in May)" and Carnival Day will be observed as one of the designated holidays in lieu of Decoration Day.

(2) The Veterans Day holiday included in the above Rule 29 becomes effective January 1, 1973.

- HOLIDAYS -
PAY FOR AND QUALIFICATIONS NECESSARY

RULE 30. Insofar as applicable to employees represented by the Brotherhood of Maintenance of Way Employees, Article II of the National Agreement of August 21, 1954 captioned "Holidays", effective May 1, 1954, as amended by National Agreements of August 19, 1960, November 20, 1964 and May 17, 1968, is further amended by agreement of February 10, 1971 to read as follows:

SECTION 1. (Effective January 1, 1973)

Subject to the qualifying requirements contained in Section 3 hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight (8) hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

New Year's Day	Labor Day
Washington's Birthday	Veterans Day (effective January 1, 1973)
Good Friday	Thanksgiving Day
Decoration Day	Christmas
Fourth of July	

(a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.

(b) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.

(c) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (b) above, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

SECTION 2.

(a) Monthly rates, the hourly rates of which are predicated upon 169 1/3 hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The hourly factor will be 174 effective May 1, 1954 and overtime rates will be computed accordingly.

Weekly rates that do not include holiday compensation shall receive a corresponding adjustment.

NOTE: The hourly factor of 174 effective May 1, 1954 was increased to 174 $\frac{2}{3}$ per month with addition of the birthday holiday effective January 1, 1965. Effective January 1, 1972 Good Friday was substituted for the birthday holiday and the hourly factor of 174 $\frac{2}{3}$ remained in effect. Effective January 1, 1973 the hourly factor will be increased to 175 $\frac{1}{3}$ per month with the addition of Veterans Day as a recognized holiday.

(b) All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum plus 28 divided by 12 will establish a new hourly factor and overtime rates will be computed accordingly.

Weekly rates not included in Section 2(a) shall receive a corresponding adjustment.

SECTION 3.

A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the carrier is credited to the work day immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's work week, the first work day following his rest days shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last work day of the preceding work week shall be considered the work day immediately preceding the holiday.

Except as provided in the following paragraph, all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

- (i) Compensation for service paid by the carrier is credited;
or

(ii) Such employee is available for service.

NOTE: "Available" as used in subsection (ii) above is interpreted by the parties to mean that an employee is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

For purposes of Section 1, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the work day preceding and the work day following the holiday will have the work week of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employee whom he is relieving.

Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.

SECTION 4.

Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby, except that under no circumstances will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which also is a work day, a rest day, and/or a vacation day.

NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time for holidays under specified conditions.

All rules, regulations or practices which provide that when a regularly assigned employee has an assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holidays, are hereby eliminated.

SECTION 5.

Not applicable.

SECTION 6.

(Eliminated effective January 1, 1972, by substitution of Good Friday for employee's birthday.)

SECTION 7.

When any of the eight (nine effective January 1, 1973) recognized holidays enumerated in Section 1 of this Article II, or any day which by agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of such holidays, falls during an hourly or daily rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "work days" and "days" immediately preceding and following the vacation period shall be considered the "work days" and "days" preceding and following the holiday for such qualification purposes.

MAKE UP TIME

RULE 31. (a) Extra gangs, bridge gangs, or other traveling forces, and other gangs or forces without fixed headquarters, desiring to work overtime during the week to make up for time off at the week end or desiring to work on any of the holidays named in Rule 29 at pro rata rate in order to be off a day at the end of the week in which any such holiday occurs, may be permitted to make up such time or work on one of the holidays named, on the following basis:

1. If, in the judgment of the appropriate officer, such permission can be granted without expense to the company and without loss of efficiency or detriment to the work.

2. That these privileges be requested in writing by a majority of the men in such gang through a communication addressed to the appropriate officer.

3. If privilege of working on a holiday, as provided in this rule, is granted, all members of such gang or force shall

work and be paid for service on the holiday at the regular or straight time rates of their respective positions. However, in applying the holiday provisions of Rules 29 and 30, the fifth day of the work week shall be considered the holiday.

4. The extent to which time may be made up under this rule shall not exceed eight (8) hours in any work week; provided, however, that time will not be made up under this rule in any week in which one of the recognized holidays falls on a work day of the employee's assigned work week.

5. Men availing themselves of the privileges granted under this rule shall, except as otherwise provided in paragraphs (6) and (7) hereof, be off on the fifth day of the work week an equivalent number of hours worked under this rule, either on a designated holiday or in excess of eight (8) hours a day making up time during the particular work week involved.

6. In the administration of this rule, after having worked on one of the recognized holidays or having made up time, gangs will not be worked on the fifth day of the work week when as much as four hours cannot be worked. If that much service cannot be performed, employees will be let off the entire day, except in case of emergency.

7. If worked on the fifth day of the work week in case of emergency, affected employees who have worked on one of the recognized holidays in a particular work week shall be compensated at the time and one-half rate for service rendered on said fifth day of the work week under the provisions of Rule 29 - Holiday Work.

8. In the event employees who have made up time under the provisions of this rule are required to work their full eight (8) hour assignment on the fifth day of the work week, they shall be paid at the straight time rate for all time worked during regular assigned hours on each work day of the work week, including Friday, and shall be paid at the time and one-half rate for any hours worked in excess of eight (8) each day making up time during said work week. If worked less than their full eight (8) hour assignment on the fifth day of their work week, the number of hours of their regular assignment not worked on that day shall be deducted from their hours worked making up time during the work week and shall be paid for at the straight time rate.

9. This make up time rule, except as provided in Section (b) hereof, requires that any time worked in excess of forty (40) hours in any work week shall be paid for at the time and one-half rate in accordance with Rule 24.

(b) In certain situations, subject to agreement between the parties under the principle of Section (a)(1) and (2) of this Rule 31, employees may be permitted to accumulate rest days, and thereby work eighty (80) hours straight at the straight time rate without a rest day within the spread of two regular assigned work weeks, following which they will be permitted to observe their accumulated and regular assigned rest days. During the spread of the two regular assigned work weeks involved, employees may also be permitted to make up time under Section (a) of this Rule 31. Under these circumstances, payroll time reported will be for assigned days and assigned hours. If called upon in emergency to work during the period after completion of said eight (80) straight time hours and before the starting time of their regular assignment in the following work week, the employees shall be paid for such additional time worked at the overtime rate in accordance with Rules 24, 28 and/or 29.

ORGANIZATION OF BRIDGE AND BUILDING GANGS

RULE 32. Except as provided in this rule, ordinary organization of bridge gangs shall be as follows:

Foremen	Asst. Foremen	Mechanics	Helpers	Apprentices	Cooks	No. Men
1	0	2	2	2	1	6
1	0	3	2	2	1	7
1	0	3	3	2	1	8
1	0	3	3	3	1	9
1	1	4	3	3	1	10
1	1	4	4	3	1	11
1	1	4	4	4	1	12
1	1	5	4	4	1	13
1	1	5	5	4	1	14
1	1	5	5	5	1	15

While the above organization of gangs is the ordinary consist and effort will be made to adhere thereto, it is not guaranteed and may, for reasons good and sufficient to management, be varied upon the merits of particular situations. In event employees are not satisfied as to the merits, they may handle for adjustment.

CAMP CARS - CAMP TRAILERS

RULE 33. Bridge and building and extra gangs shall be furnished with good comfortable camp cars and/or trailers such as are customarily furnished forces of this character; same to be kept in good repair, suitable for movement with safety and "adequate for the purpose" as provided in Rule 34.

Trailer camping cars (vehicles) presently furnished these forces are of the types provided for in Memorandum Agreement dated March 30, 1953, reproduced beginning on page 107, and Agreement dated June 10, 1969, reproduced beginning on page 110. Trailer camping cars provided in the future shall, consistent with state and federal regulations, be of the same types, or of other types which may be agreed upon between the parties hereto.

PAYMENTS TO EMPLOYEES REQUIRED THROUGHOUT THEIR WORK WEEK TO LIVE AWAY FROM HOME IN CAMP CARS, CAMPS, TRAILERS, HOTELS OR MOTELS--
EMPLOYEES REQUIRED TO BE AWAY FROM THEIR HEADQUARTERS POINT

RULE 34. SECTION 1. The railroad company shall provide for employees who are employed in a type of service, the nature of which regularly requires them throughout their work week to live away from home in camp cars, camps, highway trailers, hotels or motels as follows:

A. Lodging

1. If lodging is furnished by the railroad company, the camp cars or other lodging furnished shall include bed, mattress, pillow, bed linen, blanket, towels, soap, washing and toilet facilities. Employees shall be responsible for the laundering and/or cleaning of bed linen, blanket, towels and wash cloths and shall be paid an allowance of \$1.00 per

one-half month, i.e., pay period, provided they work six or more days in said half month (pay period). Employees who, in the judgment of the foreman in charge, fail to maintain said bed linen, blanket, towels and wash cloths in a clean and sanitary condition shall be subject to disciplinary suspension in accordance with the provisions of the controlling agreement.

2. Lodging facilities furnished by the railroad company shall be adequate for the purpose and maintained in a clean, healthful and sanitary condition.

3. If lodging is not furnished by the railroad company the employee shall be reimbursed for the actual reasonable expense thereof not in excess of \$4.00 per day.

B. Meals

1. If the railroad company provides cooking and eating facilities and pays the salary or salaries of necessary cooks, each employee shall be paid a meal allowance of \$1.00 per day.

2. If the railroad company provides cooking and eating facilities but does not furnish and pay the salary or salaries of necessary cooks, each employee shall be paid a meal allowance of \$2.00 per day.

3. If the employees are required to obtain their meals in restaurants or commissaries, each employee shall be paid a meal allowance of \$3.00 per day.

4. The foregoing per diem meal allowance shall be paid for each day of the calendar week, including rest days and holidays, except that it shall not be payable for work days on which the employee is voluntarily absent from service, and it shall not be payable for rest days or holidays if the employee is voluntarily absent from service when work was available to him on the work day preceding or the work day following said rest days or holiday.

C. Travel from one work point to another

1. Time spent in traveling from one work point to another outside of regularly assigned hours or on a rest day or holiday shall be paid for at the straight time rate. Such time spent in traveling from one work point to another shall be computed on the basis of actual miles the camp cars or trailers are moved by the shortest route, using a factor of 30 miles per hour.

2. An employee who is not furnished means of transportation by the railroad company from one work point to another and who uses other forms of transportation for this purpose shall be reimbursed for the cost of such other transportation. If he uses his personal automobile for this purpose in the absence of transportation furnished by the railroad company he shall be reimbursed for such use of his automobile at the rate of nine cents a mile.

3. If an employee's work point is changed during his absence from the work point on a rest day or holiday paragraph 2 above shall not be applicable. He shall be reimbursed for travel expenses based on one and one-half (1½) cents per mile that the camp cars or trailers are moved from the old work location to the new work location.

SECTION II. Employees (other than those referred to in Section I above) who are required in the course of their employment to be away from their headquarters point as designated by the carrier, including employees filling relief assignments or performing extra or temporary service, shall be compensated as follows:

A. The carrier shall designate a headquarters point for each regular position and each regular assigned relief position. For employees, other than those serving in regular positions or in regular assigned relief positions, the carrier shall designate a headquarters point for each employee. No designated headquarters point may be changed more frequently than once each 60 days and only after at least 15 days' written notice to the employee affected.

B. When employees are unable to return to their headquarters point on any day they shall be reimbursed for the actual reasonable cost of meals and lodging away from their headquarters point not in excess of \$7.00 per day.

C. An employee in such service shall be furnished with free transportation by the railroad company in traveling from his headquarters point to another point and return, or from one point to another. If such transportation is not furnished, he will be reimbursed for the cost of rail fare if he travels on other rail lines, or the cost of other public transportation used in making the trip; or if he has an automobile which he is willing to use and the carrier authorizes him to use said automobile, he will be paid an allowance of nine cents for each mile in traveling from his headquarters point to the work point, and return, or from one work point to another.

D. If the time consumed in actual travel, including waiting time en route, from the headquarters point to the work location, together with necessary time spent waiting for the employee's shift to start, exceeds one hour, or if on completion of his shift necessary time spent waiting for transportation plus the time of travel, including waiting time en route, necessary to return to his headquarters point or to the next work location exceeds one hour, then the excess over one hour in each case shall be paid for as working time at the straight time rate of the job to which traveled. When employees are traveling by private automobile time shall be computed at the rate of two minutes per mile traveled.

SECTION III. Interpretations rendered by Arbitration Board No. 298 of the provisions of this Rule 34, while not reproduced herein, shall, where applicable, continue to be effective.

ICE

RULE 35. Employees will be furnished an adequate supply of ice, when available, for cooling of drinking water; this requirement will normally apply during the period April 1 to November 30, but at points where weather and climatic conditions require, will be applicable throughout the year. Ice will also be provided for domestic use when employees are housed in camp cars or trailers.

FORCE REDUCTION AND DISPLACEMENT RIGHTS

RULE 36. (a) When forces are reduced or positions of employees abolished, not less than five (5) working days advance notice shall be given.

(b) When an employee is cut off in a force reduction, or his position or assignment is abolished, or he is displaced, as herein provided, qualifications being sufficient, he shall either (1) displace any employee his junior employed in any seniority rank in which he holds seniority in the same sub-department and seniority district within thirty (30) days from date affected, or (2) file his name and address as provided in Rule 38 of this agreement re: Notice of Desire to Retain Seniority.

(c) An employee who bids upon and is awarded a temporary vacancy shall, upon his displacement therefrom, return to position or assignment last held, if still in existence, unless it is held by a senior employee who obtained the same in the exercise of a displacement right; if such position or assignment is so held by such senior employee, or is no longer in existence, such displaced employee may exercise a displacement right as provided in paragraph (b) hereof.

(d) An employee who displaces on a temporary vacancy, as herein provided, may, when displaced therefrom, exercise a displacement right as provided in paragraph (b) hereof.

(e) In the event a junior employee is working in the rank from which a senior employee is furloughed (not working for the company), such furloughed senior employee, who has complied with the requirements of the rules as to the retention of his seniority, will be notified after his furlough by a notice sent to his last known address of the fact that a junior employee is so working. Said senior employee must exercise his seniority rights within thirty (30) days of the date so notified; failing to so exercise his rights, he may not thereafter place himself on any position except by bidding on vacancies and may not thereafter exercise a displacement right unless and until he places himself through bidding as herein provided.

The provisions above shall not apply in the case of bona fide personal sickness or injury, and in any such case an employee shall have thirty (30) days from date of recovery in which to exercise his seniority rights.

EMERGENCY FORCE REDUCTION

RULE 37. (a) Rules, agreements or practices, however established, that require advance notice before positions are temporarily abolished or forces are temporarily reduced are hereby modified so as not to require advance notice where a suspension of an individual carrier's operations in whole or in part is due to a labor dispute between such carrier and any of its employees.

(b) Except as provided in paragraph (a) hereof, rules, agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notice under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or a labor dispute other than as defined in paragraph (a) hereof, provided that such conditions result in suspension of a carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position. If an employee works any portion of the day he will be paid in accordance with existing rules.

NOTICE OF DESIRE TO RETAIN SENIORITY

RULE 38. When employees laid off by force reduction desire to retain seniority rights, they must file their address with the Division Engineer or other officer keeping the seniority roster within thirty (30) days from date laid off. In event of change

of address they must file their new address in the same manner within thirty (30) days from date of such change. Failure to so file as above specified or return to service within ten (10) days after being notified to report by notice sent to address so filed, will, unless prevented by sickness or other good and sufficient cause, forfeit all seniority rights.

EXTRA, FURLOUGHED OR UNASSIGNED EMPLOYEES

RULE 39. (a) The carrier shall have the right to use furloughed employees to perform extra work, and relief work on regular positions during absence of regular occupants, provided that such employees have signified in the manner provided in paragraph (b) hereof their desire to be so used. This provision is not intended to supersede rules or practices which permit employees to place themselves on vacancies on preferred positions in their seniority districts, it being understood, under these circumstances, that the furloughed employee will be used, if the vacancy is filled, on the last position that is to be filled. This does not supersede rules that require the filling of temporary vacancies. It is also understood that management retains the right to use the regular employee, under pertinent rules of the agreement, rather than call a furloughed employee.

(b) Furloughed employees desiring to be considered available to perform such extra and relief work will notify the proper officer of the carrier in writing, with copy to the local chairman, that they will be available and desire to be used for such work. A furloughed employee may withdraw his written notice of willingness to perform such work at any time before being called for such service by giving written notice to that effect to the proper carrier officer, with copy to the local chairman. If such employee should again desire to be considered available for such service notice to that effect - as outlined hereinabove - must again be given in writing. Furloughed employees who would not at all times be available for such service will not be considered available for extra and relief work under the provisions of this rule. Furloughed employees so used will not be subject to rules of the applicable collective agreements which require advance notice before reduction of force.

(c) Furloughed employees who have indicated their desire to participate in such extra and relief work will be called in seniority order for this service. Where extra lists are maintained under the rules of the applicable agreement such employees will be placed on the extra list in seniority order and used in accordance with the rules of the agreement.

NOTE 1: Employees who are on approved leave of absence will not be considered furloughed employees for purposes of this agreement.

NOTE 2: Furloughed employees shall in no manner be considered to have waived their rights to a regular assignment when opportunity therefor arises.

(d) All extra, furloughed or unassigned employees, used to fill temporary vacancies, to perform relief work, or to work extra, will be paid only for days actually worked, at the rate of each position filled. Monday shall be considered the first day of their work week. They shall be subject to the provisions of Overtime Rule 24, Holiday Rule 29 and Call Rule 28.

The carrier is not obligated to use an extra, furloughed or unassigned employee who has worked forty (40) hours or on five (5) separate eight hour shifts in any work week starting with Monday.

DISCIPLINE AND DIFFERENCES

RULE 40. (a) An employee who has been in service 60 days or more will not be disciplined or dismissed without a fair and impartial investigation, which shall be held within ten (10) days of date of written notice to the employee that such investigation will be held. Such written notice, which will be given as promptly as circumstances will permit, will state the nature of the charge or charges against the employee.

(b) Suspension pending a hearing is permissible under this rule. If the decision involves discipline or dismissal, employee will be advised in writing of such decision. Decision will be rendered promptly and within not more than twenty (20) days after completion of the hearing. All notices of hearings shall be delivered to employee or mailed by U. S. Mail to his last known address.

As to men accused of unsatisfactory service, they will not, except in major cases, be taken out of service until after a hearing.

If time is lost in attending any investigation, loss of pay shall not be deemed a violation of any provisions of this Rule 40.

Employees under charges will be apprised of their privilege to bring with them their duly accredited representatives. Reasonable time to secure the presence of said duly accredited representative or representatives and necessary witnesses will be allowed.

(c) Employees are expected to attend investigations, and failure without good cause shall be occasion for discipline. Should an employee fail to attend an investigation, such employee may be held out of service and a second date may be set for investigation. Failure to attend the first investigation so set without good cause, and to give definite advice to carrier's representative of willingness to attend a second investigation within fifteen (15) days of the date set for the first investigation, will, without more, operate to sever such employee's relation with the company.

(d) A transcript of all evidence given at the investigation when taken in writing (and it will be taken in writing upon request of the accused or his duly accredited representative), will be furnished the employee or his duly accredited representative upon written request.

(e) If the charge against the employee is not sustained, it shall be stricken from the record. If by reason of such unsustained charge the employee has been removed from position held, reinstatement will be made and payment allowed for actual time lost at not less than the rate of pay of position formerly held. In the event discipline is modified, the employee's record will be adjusted and the employee will be reimbursed for any difference in loss and/or reinstated. However, all earnings in other employment during the suspension or dismissal period shall be used to offset the loss due such employee.

(f) Any employee displaced by return to service of an employee disciplined under the provisions of this rule shall have the right to return to the position last held prior to going to the position from which displaced. Other employees displaced as a result of the return to service of such employee shall have a similar right; this flow-back right is in lieu of a displacement right and any employee affected will have no other displacement right except in event the position last held has been obtained by a senior employee in the exercise of a displacement right, in which event the displaced employee may exercise his seniority under the provisions of this agreement.

PENDING DECISION

RULE 41. Prior to the assertion of differences as provided for in these rules and while questions of differences are pending, there will neither be a shut-down by the employer nor a suspension of work by the employees.

TIME LIMITS FOR PRESENTING AND PROGRESSING CLAIMS OR GRIEVANCES

RULE 42. (a) All claims or grievances shall be handled as follows:

1. All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the carrier authorized to receive same,

within 60 days from the date of the occurrence on which the claim or grievance be disallowed, the carrier shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims or grievances.

2. If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within 60 days from receipt of notice of disallowance, and the representative of the carrier shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the 60-day period for either a decision or appeal, up to and including the highest officer of the carrier designated for that purpose.

3. The requirements outlined in paragraphs (1) and (2), pertaining to appeal by the employee and decision by the carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within 9 months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative

before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the 9 months' period herein referred to.

(b) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 60 days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(c) This rule recognizes the right of representatives of the organizations, parties hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

(d) This agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within 9 months of the date of the decision of the highest designated officer of the carrier.

(e) This rule shall not apply to requests for leniency.

PROMOTION TO OFFICIAL POSITIONS

RULE 43. (a) Employees promoted to official positions with the carrier or organization shall retain their seniority on the seniority district from which promoted, but while serving in such positions shall not be considered as subject to these rules. Their seniority, however, will continue to accumulate. If, for any reason, they desire to return to a position covered by this agreement, they shall be privileged to exercise their seniority in accordance with these rules.

(b) The above shall not require that men dismissed under charges from higher positions be restored to service or permitted to exercise seniority.

LEAVE OF ABSENCE

RULE 44. Without loss of seniority, an employee may be given leave of absence by his immediate superior for thirty (30) days or less. Such leave may be either verbal or written. Leave of absence in excess of thirty (30) days and for not more than six (6) months within a calendar year may be given in writing by the supervisor, division engineer, or other proper officer of the company. If leave of absence in excess of six (6) months within any calendar year is desired, it may be granted only by agreement between the employing officer and the Local Chairman, or by General Chairman and proper officer of carrier. Copies of leaves of absence in excess of ninety (90) days will be furnished the Local Chairman.

An employee failing to return to the service at the expiration of his leave of absence will lose his seniority rights unless an extension has been obtained. An employee who engages in other employment while on leave of absence shall, unless special permission is given by his immediate superior at time leave is granted, forfeit all seniority and rights to employment under this agreement.

Except as otherwise provided, an employee returning to duty after leave of absence may return to his former position unless such position is held by a senior employee who obtained such position during his absence by the exercise of a displacement right, in which event he may exercise a displacement right in accordance with the provisions of Rule 36(b).

When an employee is off on account of bona fide personal sickness or physical disability, written leave is not required.

LEAVE OF ABSENCE FOR COMMITTEE

RULE 45. Employees will be granted leave of absence and such free transportation as is consistent with the pass regulations of the company when called for committee service in connection with organization business.

ATTENDING COURT

RULE 46. Employees who, at request of the carrier, attend court or coroner's inquest in which the company is involved, shall be furnished transportation when taken away from their headquarters and shall be allowed compensation equal to what would have been earned had such interruption not taken place, and, in addition, necessary actual expenses while away from headquarters. Any fees or mileage accruing shall be assigned to the company.

JURY DUTY

RULE 47. Effective January 1, 1973, when a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

1. An employee must exercise any rights to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.
2. An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

3. The number of days for which jury duty shall be paid is limited to a maximum of 60 days in any calendar year.

4. No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

5. When an employee is excused from railroad service account of jury duty the carrier shall have the option of determining whether or not the employees' regular position shall be blanked, notwithstanding the provisions of any other rules.

RETENTION OF SENIORITY IN CASE OF TRANSFER

RULE 48. Employees temporarily transferred by direction of the management from one seniority district or region to another will retain their seniority rights on the district from which transferred.

CONSENT TO TRANSFER

RULE 49. Employees will not be permanently transferred to another seniority district or region except by mutual agreement between proper officer of carrier and employees' representatives.

EMPLOYEES GRANTED AN ANNUITY

RULE 50. Positions made vacant and bulletined as the consequence of a vacancy by retirement of an employee account physical disability before reaching age sixty-five (65) shall be bulletined as permanent vacancies. Such bulletins shall explain the reason for the vacancy and outline the disabled employee's right to return to his former position or exercise a displacement right should he be declared physically fit prior to age 65.

An employee covered by this agreement who has or may be granted an annuity under the provisions of the Railroad Retirement Act on account of physical disability shall retain and continue to accumulate seniority until age sixty-five (65) at which time he must tender his resignation. His seniority shall cease and his name will be removed from all seniority rosters.

RATES OF PAY

RULE 51. (a) Rates of pay for employees covered by this agreement are those listed in the Appendix hereto, which is a part of this agreement, beginning on page 62.

When the rates of pay of employees subject to this agreement are changed by agreement between the parties hereto, a master wage schedule shall be prepared by the carrier and verified by the General Chairman, listing the revised rates, and sufficient copies shall be furnished the General Chairman for committee use.

(b) The listing of rates of pay in the agreement does not constitute a guarantee of the continuance of any position or any certain number of positions or anything else other than as stated in paragraph (a) hereof.

MONTHLY RATED POSITIONS

RULE 52. (a) Except as otherwise provided in this agreement, monthly rates shown in the Appendix hereto are the basic monthly rates for a month of 174 $\frac{2}{3}$ hours.

(b) To determine the straight time hourly rate divide the monthly rate by 174 $\frac{2}{3}$ which are the hours comprehended in the monthly rate. To determine the daily rate multiply the straight time hourly rate by eight.

In determining the hourly rate for monthly rated employees, fractions of one-quarter ($\frac{1}{4}$) cent or less shall be dropped; over one-quarter ($\frac{1}{4}$) cent and less than three quarters ($\frac{3}{4}$) of a cent shall be counted as one-half ($\frac{1}{2}$) cent, and three-quarters ($\frac{3}{4}$) of a cent and over shall be counted as a whole cent.

(c) Rules covering the filling of vacancies, bulletining positions, promotion and displacement shall not apply to those employees to whom they are not now applicable, i.e., positions in Appendix hereto and designated by asterisk, crossing watchmen gatemen and the part-time drawtender at Whitehouse, Virginia.

(d) The hourly factor of $174 \frac{2}{3}$ referred to in paragraphs (a) and (b) above shall become $175 \frac{1}{3}$ hours effective January 1, 1973.

PART-TIME SERVICE

RULE 53. Monthly rates of pay for employees occupying positions not requiring continuous manual labor, who are assigned for less than eight (8) hours per day, are shown in Item 21 of the Appendix attached hereto and are designated by an asterisk (*) and shall remain as shown, subject to change in the same manner as rates for other employees covered by this agreement. Assignments on these positions may be changed by agreement or the positions abolished at any time when, in the judgment of the management, such action is necessary. If the average monthly hours are increased or decreased the monthly rate shall be adjusted accordingly on the basis of the rate paid at time of adjustment. If the occupant of any such position works hours in any month in excess of the number comprehended in the monthly rates shown in the Appendix, he shall be paid for the actual number of additional hours worked at the regular pro rata rate, up to $174 \frac{2}{3}$ hours ($175 \frac{1}{3}$ hours effective January 1, 1973) in any calendar month; thereafter at the punitive overtime rate, but other pay rules of this agreement shall not apply.

The establishment of new positions of a similar kind or character and rates therefor shall be subject to agreement between the General Chairman and proper officer of the carrier, provided that in arriving at rates for such positions, consideration shall be given to the number of hours assigned to work or held on duty per day, per week or per month, and the minimum rate per hour then in effect.

COMPOSITE SERVICE

RULE 54. An employee working on more than one class of work on any day will be allowed the rate applicable to the character of work preponderating for the day, except that when temporarily assigned by the proper officer to lower rated position, when such assignment is not brought about by a reduction of force or request or fault of such employee, the rate of pay will not be reduced. This rule not to permit using regularly assigned employees of a lower rate of pay for less than half of a work day period to avoid payment of higher rates.

BRIDGE AND BUILDING DEPARTMENT COOKS

RULE 55. (a) The monthly rate established for Bridge and Building Department cooks covers all services rendered up to $174 \frac{2}{3}$ hours in any calendar month. Subject to the note below, actual time worked or held on duty in excess of $174 \frac{2}{3}$ hours in any calendar month will be paid for on the actual minute basis at the rate of time and one-half.

(b) To determine the straight time hourly rate for cooks, divide the monthly rate by $174 \frac{2}{3}$ which is the number of hours comprehended in the monthly rate. To determine the punitive hourly rate, multiply the straight time hourly rate by one and one-half.

(c) Cooks shall not be retained with camp car outfits on holidays or assigned rest days merely for the accommodation of the gangs, but only when the company's service requires it.

(d) The hourly factor of $174 \frac{2}{3}$ referred to in paragraphs (a) and (b) above shall become $175 \frac{1}{3}$ hours effective January 1, 1973.

NOTE: It is the intent and understanding that the monthly rate covers all services rendered during normal work periods. While it is not required that daily hours of cooks be definitely assigned, it is intended that cooks be paid for time actually worked on holidays, and, in addition, shall be paid at time and one-half rate for certain overtime as follows:

1. For the number of hours for which the gang receives overtime at punitive rate;
2. Paragraph (1) shall not apply: (a) when the gang is making up time during the work week to secure weekend leave; or (b) when the gang stops for supper in the evening at or before the usual hour and returns to work after supper, making overtime. This exception (b) does not apply if the cook should serve a second evening meal after the gang finally knocks off work.

PRIOR CONSULTATION

RULE 56. (a) In the event a carrier decides to effect a material change in work methods involving employees covered by the rules of the collective agreement of the organization party hereto, said carrier will notify the General Chairman thereof as far in advance of the effectuation of such change as is practicable and in any event not less than fifteen (15) days prior to such effectuation. If the General Chairman or his representative is available prior to the date set for effectuation of the change, the representative of the carrier and the General Chairman or his representative shall meet for the purpose of discussing the manner in which and the extent to which employees represented by the organization may be affected by such change, the application of existing rules such as seniority rules, placement and displacement rules and other pertinent rules, with a view to avoiding grievances arising out of the terms of the existing collective agreement and minimizing adverse effects upon the employees involved.

(b) As soon as is convenient after the effective date of this agreement, and upon request at reasonable intervals thereafter, the carrier and the General Chairman or his representative will meet informally in a conference to discuss such suggestions as the General Chairman may have to minimize seasonal fluctuations in employment.

(c) This rule does not contain penalty provisions and it does not require that agreements must be reached as to the right of the carrier to make changes in work methods or to continue existing practices subject to compliance with the collective agreement is not questioned.

RATES OF PAY OF NEW POSITIONS AND ADJUSTMENT OF RATES OF SUPERVISORY EMPLOYEES

RULE 57. (a) If a new position is established for which a rate of pay has not been agreed upon, the carrier will in the first instance establish a rate which is commensurate with the duties, responsibilities, characteristics and other requirements of said position. If the General Chairman does not agree that the rate of pay so established is commensurate with the duties, responsibilities, characteristics, and other requirements of the position, he shall so notify the carrier and thereupon the duly authorized representative of the carrier shall meet with the General Chairman or his representative for the purpose of mutually agreeing upon a rate which will be satisfactory to both parties. In the event of failure to reach a mutual agreement on the subject, it will be submitted to arbitration in accordance with paragraph (c) of this Rule.

(b) If, as the result of change in work methods subsequent to the effective date of this agreement, the contention is made by the General Chairman that there has been an expansion of duties and responsibilities of supervisory employees covered by the rules of the collective agreement between the parties hereto resulting in a request for wage adjustment and a mutual agreement is not reached disposing of the issue thus raised, the matter will be submitted to arbitration in accordance with paragraph (c) of this Rule.

(c) The submissions to arbitration provided for in paragraphs (a) and (b) of this Rule shall be under and in accordance with the provisions of the Railway Labor Act; shall be between the carrier and the system committee of the organization representing employees of such carrier; and shall be governed by an arbitration agreement conforming to the requirements of the Railway Labor Act which shall contain the following provisions:

1. shall state that the Board of Arbitration is to consist of three members;

2. shall state specifically that the question to be submitted to the Board for decision shall be limited to the single question as to whether the rate established by the carrier should be continued or whether the rate suggested by the General Chairman should be adopted or whether an intermediate rate is justified; and that in its award the said Board shall confine itself strictly to decision as to the question so specifically submitted to it;

3. shall fix a period of ten (10) days from the date of the appointment of the arbitrator necessary to complete the Board within which the said Board shall commence its hearings;

4. shall fix a period of thirty (30) days from the beginning of the hearings within which the said Board shall make and file its award; provided that the parties may agree at any time upon the extension of this period;

5. shall provide that the award shall become effective on the date that it is rendered and the rate awarded shall continue in force until changed or modified pursuant to the provisions of the Railway Labor Act.

SUPERVISORY EMPLOYEES

RULE 58. The salary of monthly rated supervisory employees covers responsibilities incident to their positions whether within or without regular work periods, such as making up check

rolls, reports, correspondence, studying blueprints or meeting supervisory officers. All other work performed outside of regular established working periods shall be paid for at overtime rate as provided for in these rules.

CONTRACTING OUT

RULE 59. (a) In the event carrier plans to contract out work within the scope of the applicable schedule agreement, the carrier shall notify the General Chairman in writing as far in advance of the date of the contracting transaction as is practicable and in any event not less than 15 days prior thereto.

(b) If the General Chairman, or his representative, requests a meeting to discuss matters relating to the said contracting transaction, the designated representative of the carrier shall promptly meet with him for that purpose. Said carrier and organization representatives shall make a good faith attempt to reach an understanding concerning said contracting, but if no understanding is reached, the carrier may nevertheless proceed with said contracting, and the organization may file and progress claims in connection therewith.

(c) Nothing in this Rule 59 shall affect the existing rights of either party in connection with contracting out. Its purpose is to require the carrier to give advance notice and, if requested, to meet with the General Chairman or his representative to discuss and, if possible, reach an understanding in connection therewith.

TRANSFERRING HOUSEHOLD GOODS

RULE 60. (a) When not in conflict with state or federal laws, employees transferring from one location to another in exercising their seniority rights will be entitled to move their household effects without payment of freight charges, but this may be done only once in a twelve-month period.

(b) Employees transferred by direction of management will be entitled to have their household effects transported without payment of freight charges.

TOOLS

RULE 61. The company will furnish the employees such general tools as are necessary to perform their work, except such tools as are customarily furnished by skilled workmen.

MOTOR CARS

RULE 62. Motor cars used by the employees coming under the provisions of this agreement will be maintained at all times in safe operating condition. Such cars will be equipped with windshields, brakes and electric lights.

PASSES

RULE 63. Employees covered by this agreement and those dependent upon them for support will be given such free transportation as is consistent with pass regulations of the company.

PAYING EMPLOYEES

RULE 64. Employees covered by this agreement will be paid semi-monthly during the day shift, except where existing state laws provide for a more favorable paying condition. Should the regular payday fall on a holiday or on a day when the forces are not at work effort will be made to pay the employees on the preceding day.

Where there is a shortage equal to a day's pay or more in the pay of an employee, a time ticket will be issued to cover such shortage, if requested.

HEALTH AND WELFARE

RULE 65. The provisions of the National Health and Welfare Plan negotiated pursuant to the National Agreement of August 21, 1954, as this plan has been revised and amended up to and including the National Agreement of February 24, 1972, shall be applicable to the employees covered by this agreement.

MERGERS

RULE 66. (a) The provisions of the agreement of October 12, 1971 providing employee protective conditions in the consolidation of the Central of Georgia Railway Company, the Savannah & Atlanta Railway Company, the Georgia and Florida Railroad Company and the Wrightsville and Tennille Railroad into the Central of Georgia Railroad Company, while not reproduced herein, shall be applicable to the employees covered by said agreement.

(b) The provisions of the agreement of June 3, 1970 providing employee protective conditions following acquisition of the Tennessee, Alabama and Georgia Railway Company by the Southern Railway Company, while not reproduced herein, shall be applicable to employees covered by said agreement.

PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

RULE 67. The provisions of Article V of the February 10, 1971 National Agreement, while not reproduced herein, shall be applicable to employees covered by this agreement.

STABILIZATION OF EMPLOYMENT

RULE 68. The Stabilization Agreements of April 3, 1965 (Southern), April 16, 1965 (Central of Georgia), April 15, 1965 (C&N) and April 20, 1965 (Chattanooga Traction Company), and agreed upon interpretations thereto, while not reproduced herein, shall continue to be applicable to the employees covered by the respective Stabilization Agreements.

PHYSICAL EXAMINATIONS

RULE 69. When the organization desires to protest the removal of an employee from service because he has been physically disqualified by the Chief Surgeon the case shall be handled in the following manner:

1. The General Chairman may file with the Director of Labor Relations a written protest of the disqualification which shall include a copy of the medical findings of the employee's doctor; such protest shall be submitted within thirty (30) days of notice of such disqualification. Should the medical findings of the employee's doctor conflict with those of the carrier's doctor, the management and the General Chairman shall each select a doctor, notifying each other of the name and address of the doctor selected. The two doctors thus selected shall confer and select a third doctor.

2. The neutral doctor thus selected will examine the employee and render a report within a reasonable time, not exceeding thirty (30) days from the date of his examination, setting forth his findings as to the physical condition of the employee in question. Such findings shall be accepted as final and binding.

The doctors selected by the management and General Chairman may make to the neutral doctor any representations which they believe pertinent in connection with the examination and either or both may be present at such examination. If representations are made in writing, copy of such representations shall be furnished the other party's doctor.

3. The decision of the neutral doctor on the physical fitness of the employee to continue in service shall be consistent with the applicable physical standards established by law, governmental regulation, or the carrier.

4. Should the decision be adverse to the employee and his doctor later contends that the physical condition for which he was disqualified has improved sufficiently to allow him to work, a re-examination by the carrier's doctor will be arranged upon written request of the General Chairman.

5. The management and the organization shall each defray the expenses of its respective doctor. The fee of the neutral doctor and any expenses incurred in connection with his examination of the employee shall be borne equally by the carrier and the organization.

UNION SHOP

RULE 70. The provisions of the Union Shop Agreement dated February 27, 1953, reproduced beginning on page 82, and the Dues Check-Off Agreement dated August 4, 1972, reproduced beginning on page 93, shall be applicable to all employees covered by this agreement.

VACATIONS

RULE 71. Vacations will be granted employees covered by this agreement in accordance with the provisions of the "Vacation Agreement" signed at Chicago, Illinois, December 17, 1941, as last amended effective January 1, 1973, reproduced beginning on page 73.

PRINTING SCHEDULE

RULE 72. This schedule of working conditions shall be printed by the company and any employee affected shall be provided with a copy on request.

PURPOSES OF AGREEMENT

RULE 73. (a) This agreement, except as otherwise provided herein, supersedes and cancels the following individual agreements, between the parties hereto, as amended and revised:

1. Agreement effective August 1, 1947 between Southern Railway Company, CNO&TP, AGS, NOT, GS&F and St. John's River Terminal Company and their employees represented by Brotherhood of Maintenance of Way Employees.

2. Agreement effective September 1, 1949, revised as of August 15, 1968, between Central of Georgia Railroad Company and its employees represented by Brotherhood of Maintenance of Way Employees.

3. Agreement effective March 1, 1956 between the Live Oak Perry and South Georgia Railroad Company (as successor to South Georgia Railway Company and Live Oak Perry and Gulf Railroad Company) and its employees represented by Brotherhood of Maintenance of Way Employees.

4. Agreement effective September 1, 1949 between the Carolina and Northwestern Railroad Company and its employees represented by Brotherhood of Maintenance of Way Employees.

5. Agreement effective September 1, 1949 between Interstate Railroad Company and its employees represented by Brotherhood of Maintenance of Way Employees.

6. Agreement effective May 14, 1957 between Atlantic and East Carolina Railway Company and its employees represented by Brotherhood of Maintenance of Way Employees.

7. Agreement effective September 1, 1949 between Chattanooga Traction Company and its employees represented by Brotherhood of Maintenance of Way Employees.

8. Agreement effective October 1, 1957 between Georgia Northern Railway Company (Albany and Northern Seniority District) and its employees represented by Brotherhood of Maintenance of Way Employees.

(b) This agreement and an implementing agreement negotiated between the parties hereto, the same date, except as otherwise provided, shall be effective October 1, 1972 and shall continue in effect until June 30, 1973, without change, and thereafter, until amended or terminated in accordance with the provisions of the Railway Labor Act, as amended.


(c) No party to this agreement shall serve, prior to January 1, 1973 (not to become effective before July 1, 1973) any notice or proposal for changing the rates of pay, rules or working conditions of the employees, except as provided in the agreement dated February 10, 1971 negotiated nationally between participating railroads and Brotherhood of Maintenance of Way Employees.

(d) The February 10, 1971 National Agreement between participating railroads and the organization party hereto shall be applicable to employees covered by this agreement with respect to future general wage increases provided for therein.

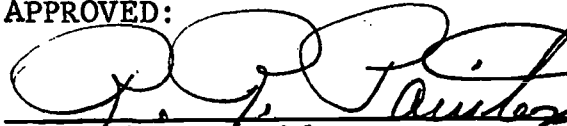
(e) This agreement and the implementing agreement of the same date contain all of the rules governing rates of pay and working conditions applicable to the employees represented by the organization party hereto. Any practices or agreements not in conformance or contained herein are hereby abrogated.

Signed at Washington, D.C. this 4th day of August, 1972.


FOR THE EMPLOYEES:


General Chairman
Brotherhood of Maintenance of
Way Employees

APPROVED:


Vice President
Brotherhood of Maintenance of
Way Employees

FOR THE CARRIERS:


Assistant Vice President
Labor Relations
Southern Railway Company
The Cincinnati, New Orleans and Texas
Pacific Railway Company
The Alabama Great Southern Railroad
Company
The New Orleans Terminal Company
Georgia Southern and Florida Railway
Company
Central of Georgia Railroad Company
The Live Oak, Perry and South Georgia
Railroad Company
The Carolina and Northwestern Railway
Company
The Interstate Railroad Company
Atlantic and East Carolina Railway
Company
Chattanooga Traction Company
The Georgia Northern Railway Company
(Albany and Northern Seniority District)
Louisiana Southern Railway Company

APPENDIX TO AGREEMENT

BETWEEN

SOUTHERN RAILWAY COMPANY
THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY
THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY
THE NEW ORLEANS TERMINAL COMPANY
GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY
CENTRAL OF GEORGIA RAILROAD COMPANY
THE LIVE OAK, PERRY AND SOUTH GEORGIA RAILROAD COMPANY
THE CAROLINA AND NORTHWESTERN RAILWAY COMPANY
THE INTERSTATE RAILROAD COMPANY
ATLANTIC AND EAST CAROLINA RAILWAY COMPANY
CHATTANOOGA TRACTION COMPANY
THE GEORGIA NORTHERN RAILWAY COMPANY
(Albany and Northern Seniority District)
LOUISIANA SOUTHERN RAILWAY COMPANY

AND

EMPLOYEES ENUMERATED HEREIN AS REPRESENTED BY
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

The following rates of pay effective April 1, 1972 and rules
are applicable to the classes of employees herein
specified.

New Rate Table No. 34

TRACK SUB-DEPARTMENT

1. Rank A-1 Foremen

	Rate Per Month	Pro Rata (Cents)	Rate Per Hour Time and 1/2 (Cents)
Foremen (Mechanized Rail Laying and Timbering and Surfacing Gangs consisting of ten (10) or more men)	\$850.80	487.00	730.50
Foremen (other)	808.08	462.50	694.00

2. Rank A-2 Assistant Foremen

Assistant foremen	757.94	434.00	651.00
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3. Rank A-2 Track Repairmen

	Rate Per Month	Pro Rata Cents	Rate Per Hour Time and 1/2 Cents
Track Repairmen		454.00	681.00

4. Rail Welders
(C of Ga)

	829.16	474.50	712.00
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5. Assistant Rail Welders
(C of Ga)

	697.29	399.00	598.50
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NOTE: The rates of 454.00 and 681.00 last above shown include 6¢ differential specified in Item 6, and employees assigned to oxy-acetylene or electric welding in Maintenance of Way Department will, while engaged in the performance of such work, be paid that rate.

6. Rank A-3 Operators of the following power-driven machines.
(As distinguished from power tools)

Bolt Tighteners	448.00	672.00
Tie Adzers	448.00	672.00
Tie Renewal Machines	448.00	672.00
Tie Handling Machines	448.00	672.00
Tie Unloading Machines	448.00	672.00
Tie Destroying Machines	448.00	672.00
Tie Bed Scarifiers - Tie Inserters	448.00	672.00
Track Brooms	448.00	672.00
Power Track Lines	448.00	672.00
Weed Burners	448.00	672.00
Track Gaugers - Liner Spikers	448.00	672.00
*Grinders	448.00	672.00
Ballast Moles	448.00	672.00
Ballast Scarifiers	448.00	672.00
Ballast Regulators	448.00	672.00
Ballast Cribbers	448.00	672.00
Friction Saws	448.00	672.00
Rail Drills (Rail Cropping Yard)	448.00	672.00

	Rate Per Hour	
	Pro Rata Cents	Time and 1/2 Cents
Rail Presses	448.00	672.00
Rail Changing Machines	448.00	672.00
Rail Pusher - Pulling Machines	448.00	672.00
Grouting Machines	448.00	672.00

*The establishment of a rate of 448.00¢ per hour for operators of power driven grinders shall not be construed to require the assignment of a helper with such machines. Where a helper is assigned, the helper's rate will be paid.

7. Rank A-4

	Rate Per Hour	
	Pro Rata Cents	Time and 1/2 Cents
Operators of Air Compressors, 100 to 350 cu. ft. of free air per minute:	423.50	635.00

Operators of the following power driven machines: (as distinguished from power tools)

Stake Pullers	423.50	635.00
Rail Drills	423.50	635.00
Rail Hacksaws	423.50	635.00
Jacks	423.50	635.00

Helpers on the following power driven machines: (as distinguished from power tools)

Bolt Tighteners	409.00	613.50
Grinders (When Utilized)	409.00	613.50
Tie Adzers	409.00	613.50
Ballast Scarifiers	409.00	613.50
Weed Burners	409.00	613.50
Helpers of Track Repairmen	409.00	613.50

NOTE: Helpers assigned to help track repairmen while engaged in oxyacetylene or electric welding in Maintenance of Way Department will, while engaged in the performance of such work, be paid the above rate. The differential specified in Item 8 is not applicable to such helpers.

8. Employees assigned to oxyacetylene or electric welding in Maintenance of Way Department will, while engaged in performance of such work be paid six (6) cents per hour above rate specified in Item 12. Helpers will not be used as welders; if so used, during such use will be classified and paid same as a mechanic-welder. Men helping welders will be paid rate specified in Item 13, but will not be paid the differential.

9. Rank A-5

	<u>Per Month</u>	<u>Rate Per Hour</u> <u>Pro Rata</u> <u>Cents</u>	<u>Time and 1/2</u> <u>Cents</u>
Track Laborers		385.00	577.50
Laborers (when utilized to drive trucks)(includes six (6) cents differential)		391.00	586.50
Watchmen (Bridge Track, Tunnel and Highway Crossing)	\$664.34	380.50	571.00
Flagmen at non-interlocked railway crossings	664.34	380.50	571.00

BRIDGE AND BUILDING SUB-DEPARTMENT

10. Rank B-1

	<u>Rate Per Month</u>	<u>Rate Per Hour</u> <u>Pro Rata</u> <u>Cents</u>	<u>Time and 1/2</u> <u>Cents</u>
(a) Bridge, Building, Painter Mason and Concrete Foremen	\$828.44	474.50	712.00
(b) Fence Gang Foremen	806.63	642.00	693.00

11. Rank B-2

Assistant Bridge, Building, Painter, Mason and Concrete Foremen	800.82	458.50	688.00
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12. Rank B-3

Mechanics in the Maintenance of Way and Bridge and Building Departments (except those covered in agreements with other crafts)		448.00	672.00
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13. Rank B-4

Helpers in the Maintenance of Way and Bridge and Building Departments (except those covered in agreements with other crafts)		409.00	613.50
Operators of air compressors, 100 to 350 cu. ft. of free air per minute		423.50	635.00

14. Rank B-5

Bridge and Building Department Apprentices		395.00	592.50
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15.	<u>Rank B-6</u>	Rate	
		Per Month	Per Hour Pro Rata Time and 1/2 Cents Cents
	Cooks in Bridge and Building Department	\$673.28	385.50 578.00

MAINTENANCE OF WAY MACHINES-BRIDGE & BUILDING SUB-DEPARTMENT

16.	<u>Rank C-1</u>			
	Pile Driver Engineers	\$813.91	466.00	699.00
	Locomotive Crane Engineers (Crane on Rails 40 tons capacity and over)	813.91	466.00	699.00
	Locomotive Crane Engineers (Crane on Rails less than 40 tons capacity)	803.74	460.00	690.00

17.	<u>Rank C-2</u>			
	Pile Driver Firemen	708.92	406.00	609.00
	Locomotive Crane Firemen (Crane on Rails)	708.92	406.00	609.00
	Locomotive Crane Helpers (Crane on Rails)		409.00	613.50

MAINTENANCE OF WAY MACHINES - TRACK SUB-DEPARTMENT

18.	<u>Rank D-1</u>			
	Power Shovels, Operators Ditcher Spreader Operators, when engaged exclusively as ditching machines	843.70	483.00	724.50
		813.91	466.00	699.00

NOTE: This rate not to apply when machine is used as a spreader or other service - only when used exclusively as a ditching machine.

	Crawler Cranes - Operators	803.74	460.00	690.00
	Gradall off track machine, Operators	803.74	460.00	690.00

NOTE: Certain of the above machines designated as power shovels and crawler cranes are provided with two types of booms and are therefore dual purpose machines. When equipped with shovel boom and dipper, the machine is a power shovel, but when equipped with a crane boom, the machine is a crawler crane. Rates above provided apply to the type of machine operated; therefore, when a machine operator is used to operate machine equipped with a shovel boom and dipper, his rate of pay is that established for

operators of power shovels, but when utilized to operate a machine equipped with crane boom, his rate is that established for operators of crawler cranes.

		<u>Rate Per Hour</u>	
		<u>Pro Rata</u>	<u>Time and 1/2</u>
		<u>Cents</u>	<u>Cents</u>
19.	<u>Rank D-2</u>		
	Tractor Operators (including handling Le Tourneau or other Scrape Wagon, Bulldozer, Angle-dozer, Rooter, Sheepfoot Roller or other similar equipment)	449.00	673.50
	Tournapull Earth Mover Operators	449.00	673.50
	Krane Kars (small crane) Operators	449.00	673.50
	Motor Grader Operators	449.00	673.50
20.	<u>Rank D-3</u>		
	Helpers on Gasoline and Diesel Power Shovels and Cranes	409.00	613.50

DRAWBRIDGE TENDERS SUB-DEPARTMENT

21.	<u>Rank E-1</u>	<u>Per Day</u>	<u>Pro Rata Cents</u>	<u>Time and 1/2 Cents</u>	<u>Per Month</u>
	Drawbridge Tenders, except as indicated below				
	Southern Railway Company, Drawbridge Tender, Jackson, Alabama	\$31.39	380.50	571.00	\$664.34
	*Whitehouse, Virginia	31.53	382.00	573.00	667.30
	The Cincinnati, New Orleans and Texas Pacific Railway Company, one position		379.50		402.51
	Drawbridge Tender, Tenbridge, Tennessee	31.45	381.00	571.50	665.78

*Subject to provisions of Rule 53.

Number of hours comprehended in monthly rate is 106.

The Alabama Great Southern Railroad Company:

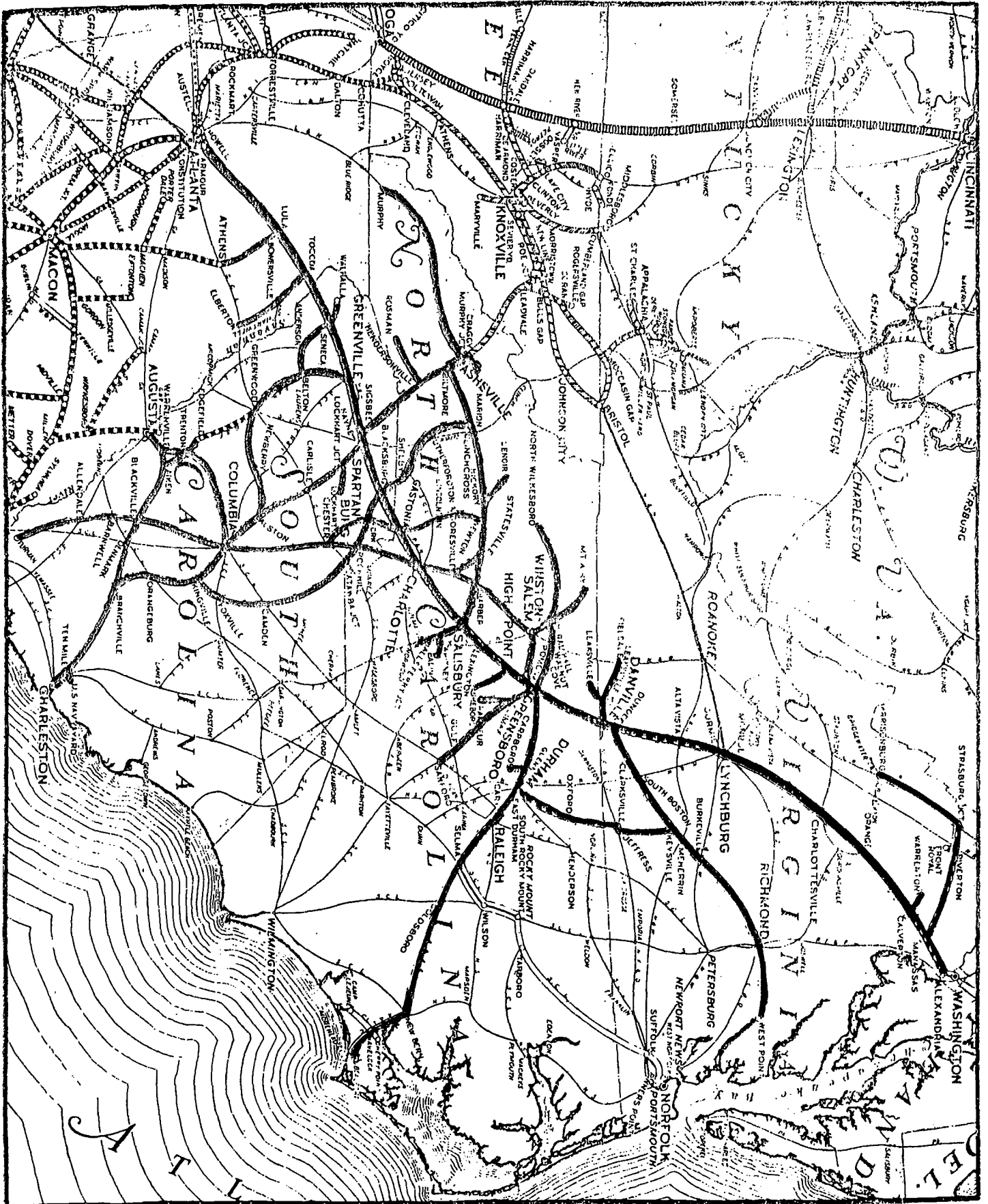
McClure, Alabama (Warrior River)	413.50	620.00
Epes, Alabama (Tombrigbee River)	413.50	620.00

	<u>Pro Rata Cents</u>	<u>Time and 1/2 Cents</u>
New Orleans and Northeastern Railroad Company:		
Lake Ponchartrain Trestle, Louisiana	413.50	620.00
Seabrook, Louisiana, Industrial Canal	413.50	620.00
Pearl River, Louisiana	413.50	620.00

The listing of certain positions in this appendix by location or otherwise shall not be construed to prevent the abolishment of any such positions at any time Management desires to do so.

TRACK SUB-DEPARTMENT

22.	<u>Rank F-1</u>		
	Sand Driers	385.00	577.50



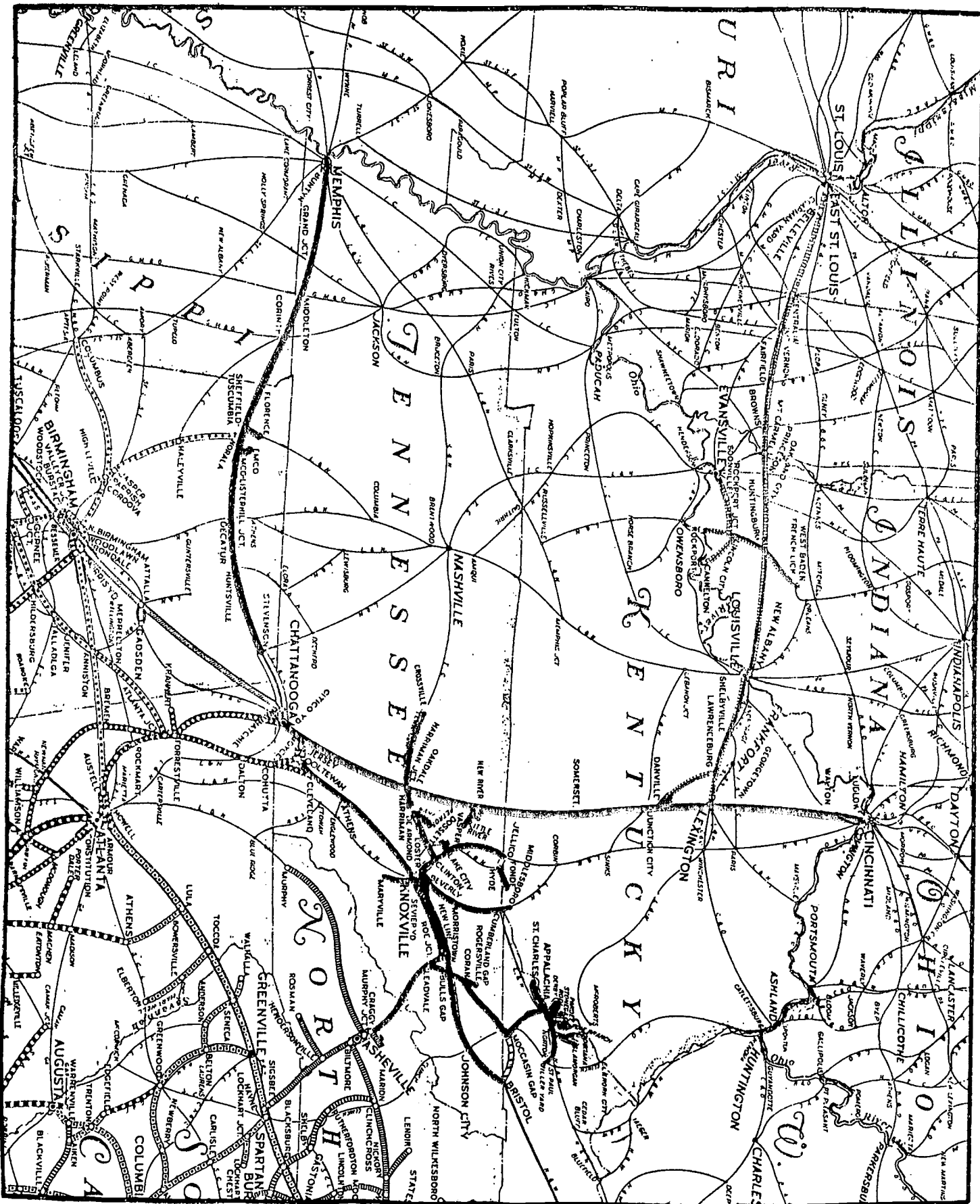
SOUTHERN RAILWAY SYSTEM
and its Affiliates

Northeast Seniority Region



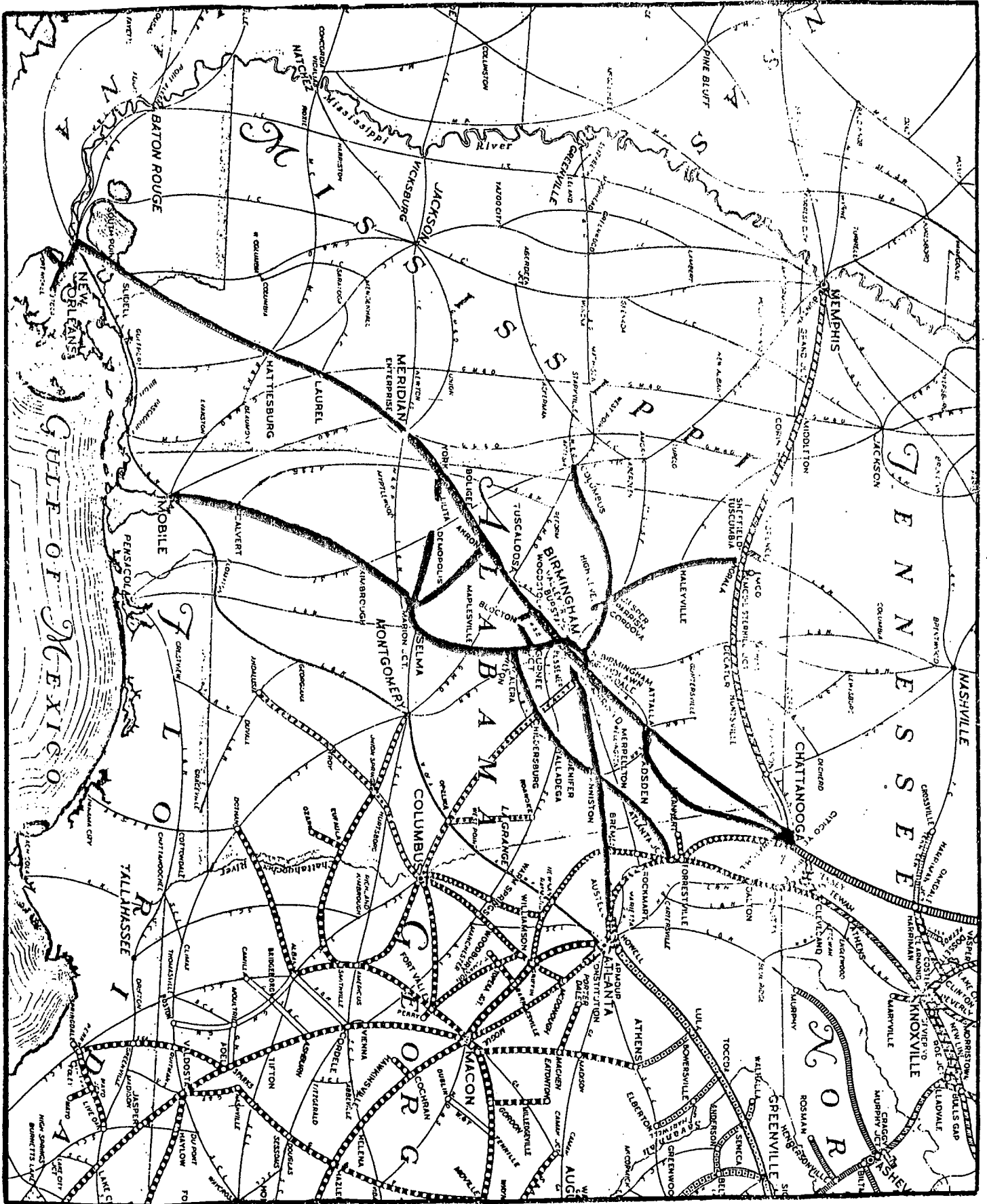
**SOUTHERN RAILWAY SYSTEM
and its Affiliates**

Southeast Seniority Region



SOUTHERN RAILWAY SYSTEM
and its Affiliates

Northwest Seniority Region



SOUTHERN RAILWAY SYSTEM
and its Affiliates

Southwest Seniority Region

VACATION AGREEMENT

PREAMBLE

This agreement is entered into between each of the carriers listed and defined in Appendices "A", "B" and "C", attached hereto and made a part hereof, represented respectively by their duly authorized Conference Committees, signatory hereto, as parties of the first part, and the employes of said carriers, represented by the organizations, signatory hereto, by their respective duly authorized executives, on behalf of which employes' requests for vacations have been made, as listed in the Appendices above identified, as parties of the second part, and is to be construed as a separate agreement by and between and in behalf of each of said carriers and its said employes for whom such requests have been made.

This agreement is executed as a result of the recommendations of the Emergency Board appointed by the President of the United States September 10, 1941, and its report dated November 5, 1941, respecting the vacation with pay dispute, mediation proceedings between the parties with the participation and assistance of the Emergency Board and its supplementary report of December 5, 1941.

ARTICLES OF AGREEMENT

Insofar as applicable to employes represented by the Brotherhood of Maintenance of Way Employes, the Vacation Agreement dated December 17, 1941, as amended, shall continue in effect and is further amended by the agreement of February 10, 1971 to read as follows:

1. (a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employe covered by this agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employe covered by this agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has

two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-59 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

(c) Effective with the calendar year 1973, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employe covered by this agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has ten (10) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of ten (10) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1973, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employe covered by this agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty (20) or more years of continuous service and who, during such period of continuous service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty (20) of such years, not necessarily consecutive.

(e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employe covered by this agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.

(f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employes, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.

(g) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement

of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this agreement.

(h) Calendar days in each current qualifying year on which an employe renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employe with less than three (3) years of service; a maximum of twenty (20) such days for an employe with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employe with fifteen (15) or more years of service with the employing carrier.

(i) In instances where employes who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employes in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(j) In instances where an employe who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(k) In instances where an employe who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed

Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(l) An employe who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such an employe does not return to service in the following year for the same carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

(m) (Amended, effective January 1, 1973)

An employe's vacation period will not be extended by reason of any of the nine recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the nine holidays enumerated above, or the employe's birthday, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

2. Cancelled by agreement dated May 17, 1968.

3. The terms of this agreement shall not be construed to deprive any employe of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

4. (a) Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and preferences of the employes in seniority order when fixing the dates for their vacations.

The local committee of each organization signatory hereto and the representatives of the Carrier will cooperate in assigning vacation dates.

(b) The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or

any number of employes in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee of each organization affected signatory hereto and the proper representative of the Carrier will cooperate in the assignment of remaining forces.

5. Each employe who is entitled to vacation shall take same at the time assigned and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employe so affected is given as much advance notice as possible; not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given the affected employe.

If a carrier finds that it cannot release an employe for a vacation during the calendar year because of the requirements of the service, then such employe shall be paid in lieu of the vacation the allowance hereinafter provided.

(Effective January 1, 1955, Article 5 amended by adding the following):

Such employe shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time under specified conditions.

6. The carriers will provide vacation relief workers but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employes remaining on the job, or burden the employe after his return from vacation, the carrier shall not be required to provide such relief worker.

7. Allowances for each day for which an employe is entitled to a vacation with pay will be calculated on the following basis:

(a) An employe having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment.

(b) An employe paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this agreement.

(c) An employe paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.

(d) An employe working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employe worked on as many as sixteen (16) different days.

(e) An employe not covered by paragraphs (a), (b), (c) or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

8. (Effective September 1, 1960, Article 8 amended to read):

The vacation provided for in this agreement shall be considered to have been earned when the employe has qualified under Article 1 hereof. If an employe's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employe has qualified therefor under Article 1. If an employe thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

9. Vacations shall not be accumulated or carried over from one vacation year to another.

10. (a) An employe designated to fill an assignment of another employe on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employe, such employe shall receive the rate of the relief position. If an employe receiving graded rates based upon length of service and experience is designated to fill an assignment of another employe in the same occupational classification receiving such graded rates, who is on vacation, the rate of the relieving employe will be paid.

(b) Where work of vacationing employes is distributed among two or more employes, such employes will be paid their own respective rates. However,

not more than the equivalent of twenty-five percent of the work load of a given vacationing employe can be distributed among fellow employes without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

(c) No employe shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employes.

11. While the intention of this agreement is that the vacation period will be continuous, the vacation may, at the request of an employe, be given in installments if the management consents thereto.

12. (a) Except as otherwise provided in this agreement a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employe were not granted a vacation and was paid in lieu therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employe on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

(b) As employes exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any agreement. When the position of a vacationing employe is to be filled and regular relief employe is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employe temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

13. The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay agree that the duly authorized representatives of the employes, who are parties to one agreement, and the proper officer of the carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this agreement, provided that such changes or understandings shall not be inconsistent with this agreement.

14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall be referred for decision

to a committee, the carrier members of which shall be the Carriers' Conference Committee signatory hereto, or their successors; and the employe members of which shall be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the carrier members and employe members of such committee shall be final and binding upon the parties to such dispute or controversy.

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act as amended, in the event committee provided in this section fails to dispose of any dispute or controversy.

Except to the extent that articles of the Vacation Agreement of December 17, 1941 are changed by this agreement, the said agreement and the interpretations thereof and of the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942, July 20, 1942 and July 18, 1945 and by Referee Morise in his award of November 12, 1942, shall remain in full force and effect.

In Articles 1 and 2 of this agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said agreements shall apply in construing them as they appear in Articles 1 and 2 hereof.

15. (Effective January 1, 1973, Article 15 amended to read):

Except as otherwise provided herein this agreement shall be effective as of January 1, 1973 and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1973 or in any subsequent year) by any carrier or organization party hereto, or desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

16. This agreement is subject to approval of court with respect to carriers in hands of receivers or trustees.

17. The counter request of the Western Carriers made in May, 1940, for a ten percent reduction in the existing rates of pay of certain employes, as such carriers and employes are designated in Appendix "B" attached hereto, is hereby withdrawn.

SIGNED AT CHICAGO, ILLINOIS. This 17th Day of December, 1941.

(Signatures and Appendices A, B and C are not here reproduced.)

UNION SHOP

AGREEMENT

Between

SOUTHERN RAILWAY COMPANY
THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY
HARRIMAN AND NORTHEASTERN RAILROAD COMPANY
THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY
(including Woodstock and Blocton Railway Company)
NEW ORLEANS AND NORTHEASTERN RAILROAD COMPANY
THE NEW ORLEANS TERMINAL COMPANY
GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY
ST. JOHNS RIVER TERMINAL COMPANY

And

Employes of each such company as represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations.

Effective April 15, 1953

A G R E E M E N T

This Agreement made this 27th day of February, 1953, by and between Southern Railway Company, The Cincinnati, New Orleans and Texas Pacific Railway Company, Harriman and Northeastern Railroad Company, The Alabama Great Southern Railroad Company (including Woodstock and Blocton Railway Company), New Orleans and Northeastern Railroad Company, The New Orleans Terminal Company, Georgia Southern and Florida Railway Company and St. Johns River Terminal Company, respectively (hereinafter referred to as "Carrier"), and employes of each such company as represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employes of the Carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty (60) calendar days of the date they first perform compensated service as such employes after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty (30) days within a period of twelve (12) consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

Section 2.

This agreement shall not apply to employes while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, but this provision shall not include employes who are subordinate to and report to other employes who are covered by this agreement. However, such excepted employes are free to be members of the organization at their option.

Section 3.

(a) Employes who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty (30) days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein

provided, but they may do so at their option. Should such employes return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty (30) calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five (35) calendar days from date of their return to such service.

(b) The seniority status and rights of employes furloughed to serve in the Armed Forces or granted leave of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this agreement but such employes shall, upon resumption of employment, be considered as new employes for the purposes of applying this agreement.

(c) Employes who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this Section 3, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employes return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.

(d) Employes who retain seniority under the rules and working conditions agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions agreement of that class or craft temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose agreement covers the other class of service until the date the employes hold regularly assigned positions within the scope of the agreement covering such other class of service.

Section 4.

Nothing in this agreement shall require an employe to become or to remain a member of the organization if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employe is denied or terminated for any reason other than the failure of the employe to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employes in the same status at the same time in the same organizational unit.

Section 5.

(a) Each employe covered by the provisions of this agreement shall be considered by the carrier to have met the requirements of the agreement unless and until such carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employe who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the carrier and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the carrier will, within ten (10) calendar days of such receipt, so notify the employe concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employe shall be given the organization. An employe so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten (10) calendar days from the date of receipt of such notice, request the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten (10) calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employe in writing with copy to the organization, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier is rendered.

In the event the employe concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty (30) calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

(b) The carrier shall determine on the basis of the evidence produced at the hearing whether or not the employe has complied with the terms of this agreement and shall render a decision within twenty (20) calendar days from the date that the hearing is closed, and the employe and organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employe has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty (20) calendar days of the date of said decision except as hereinafter provided or unless the carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employe or to the organization it may be appealed in writing, by Registered Mail, Return Receipt Requested, directly to the highest officer of the carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten (10) calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty (20) calendar days of the date the notice of appeal is received, and the employe and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employe has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty (20) calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten (10) calendar days from the date of the decision the organization or the employe involved requests the selection of a neutral person to decide the dispute as provided in Section 5 (c) below. Any request for selection of a neutral person as provided in Section 5 (c) below shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.

(c) If within ten (10) calendar days after the date of a decision on appeal by the highest officer of the carrier designated to handle appeals under this agreement the organization or the employe involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employe involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization and the employe involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty (30) calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employe, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employe is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the employe's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employe.

(d) The time periods specified in this Section 5 may be extended in individual cases by written agreement between the carrier and the organization.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between the carrier and the organization will not apply to cases arising under this agreement.

(f) The General Chairman of the organization shall notify the carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The carrier shall notify the General Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

(g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

Section 6.

Other provisions of this agreement to the contrary notwithstanding, the carrier shall not be required to terminate the employment of an employe until such time as a qualified replacement is available. The carrier may not, however, retain such employe in service under the provisions of this Section 6 for a period in excess of sixty (60) calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety (90) calendar days from date of receipt of notice from the organization in cases where the employe does not request a hearing. The employe whose employment is extended under the provisions of this Section 6 shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employe may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

Section 7.

An employe whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employe's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employes based upon an alleged violation, misapplication or non-compliance with any part of this

agreement shall arise or accrue during the period up to the expiration of the sixty (60) or ninety (90) day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employe may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employe against the carrier predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employe's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

Section 8.

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; Provided, however, that this Section 8 shall not apply to any case in which the carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such carrier acts in collusion with any employe; Provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employes whose seniority and employment are terminated by the carrier under the provisions of this agreement.

Section 9.

An employe whose employment is terminated as a result of non-compliance with the provisions of this agreement shall be regarded as having terminated his employe relationship for vacation purposes.

Section 10.

(a) The Carrier party to this agreement shall periodically deduct from the wages of employes subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such Organization, and shall pay the amount so deducted to such officer of the Organization as the Organization shall designate; Provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employe until he shall have furnished the Carrier with a written assignment to the Organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after

the expiration of one year or upon the termination of this agreement whichever occurs sooner.

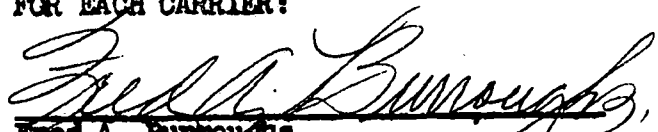
(b) The provisions of subsection (a) of this section shall not become effective unless and until the Carrier and the Organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

Section 11.


This agreement shall become effective on April 15, 1953, and is in full and final settlement of notices served upon the carriers by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employes represented by each organization on each of said carriers as heretofore stated. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Washington, D. C., this 27th day of February, 1953.


FOR EACH CARRIER:


Fred A. Burroughs
Assistant Vice President, Personnel.

FOR EMPLOYEES' NATIONAL CONFERENCE
COMMITTEE, SEVENTEEN COOPERATING
RAILWAY LABOR ORGANIZATIONS:


G. E. Leighty
Chairman

Railway Employees' Department,
A. F. of L.


Michael Fox
President

International Association of Machinists.

Earl Melton
Earl Melton
General Vice President

L. C. Ritter
L. C. Ritter
General Chairman

International Brotherhood of Boilermakers,
Iron Ship Builders and Helpers of America.

Charles J. MacGowan
Charles J. MacGowan
International President

Norman Dugger
Norman Dugger
General Chairman

International Brotherhood of Blacksmiths,
Drop Forgers and Helpers

John Pelkofer
John Pelkofer
General President

T. B. Steadman
T. B. Steadman
General Chairman

Sheet Metal Workers International
Association

C. D. Bruns
C. D. Bruns
General Vice President

W. G. Roberts
W. G. Roberts
General Chairman

International Brotherhood of Electrical
Workers.

J. J. Duffy C.I.S.
J. J. Duffy
International Vice President

Barney B. Acuff
B. R. Acuff
General Chairman

Brotherhood Railway Carmen of America.

Irvin Barney
Irvin Barney
General President

W. W. Dyke
W. W. Dyke
General Chairman

International Brotherhood of Firemen, Oilers,
Helpers, Roundhouse and Railway Shop Laborers.

Anthony Matz
Anthony Matz
President

J. H. Desotell
J. H. Desotell
General Chairman

Brotherhood of Railway and Steamship Clerks,
Freight Handlers, Express and Station Employees.

Geo. M. Harrison
Geo. M. Harrison
Grand President

G. A. Link
G. A. Link
General Chairman

Brotherhood of Maintenance of Way Employes.

T. C. Carroll
T. C. Carroll
President

G. A. Sorah
G. A. Sorah
General Chairman

G. W. Ball
G. W. Ball
General Chairman

J. W. Simpson
J. W. Simpson
General Chairman

J. P. Alexander
J. P. Alexander
General Chairman

The Order of Railroad Telegraphers

G. E. Leighty
G. E. Leighty
President

H. R. Duensing
H. R. Duensing
General Chairman

F. G. Gardner
F. G. Gardner
General Chairman

Brotherhood of Railroad Signalmen of America,

Jesse Clark
Jesse Clark
Grand President

E. C. Melton
E. C. Melton
General Chairman

National Organization Masters, Mates and Pilots

C. T. Atkins
C. T. Atkins
President

John M. Bishop
John M. Bishop
Secretary-Treasurer

National Marine Engineers Beneficial Association

H. L. Daggett
H. L. Daggett
National President

Wm. O. Holmes
Wm. O. Holmes
Secretary-Treasurer

American Train Dispatchers Association

O. H. Braese
O. H. Braese
President

R. M. Crawford
R. M. Crawford
General Chairman

Railroad Yardmasters of America

M. G. Schoch
M. G. Schoch
President

H. E. Ivey
H. E. Ivey
General Chairman

AGREEMENT

between

SOUTHERN RAILWAY COMPANY
THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY
THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY
THE NEW ORLEANS TERMINAL COMPANY
GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY
CENTRAL OF GEORGIA RAILROAD COMPANY
THE LIVE OAK, PERRY AND SOUTH GEORGIA RAILROAD COMPANY
THE CAROLINA AND NORTHWESTERN RAILWAY COMPANY
THE INTERSTATE RAILROAD COMPANY
ATLANTIC AND EAST CAROLINA RAILWAY COMPANY
CHATTANOOGA TRACTION COMPANY
THE GEORGIA NORTHERN RAILWAY COMPANY
(Albany and Northern Seniority District)
LOUISIANA SOUTHERN RAILWAY COMPANY

and their

EMPLOYEES AS REPRESENTED BY BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

(1) In accordance with and subject to the terms and conditions hereinafter set forth, the Carriers will, when authorized by an employee in the craft or class represented by the Organization and subject to this agreement, each month deduct from the wages of such employee "the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership" in the Organization, as contemplated in Section 2 Eleventh (b) of the amended Railway Labor Act, and will remit to the Organization or to its designated representative the money so deducted.

(2) (a) This agreement will not be effective with respect to any individual employee until after he has properly executed, and the Carriers' Manager Payroll Accounting at Atlanta, Georgia, has been furnished with, a written assignment to the Organization of that part of the employee's wages necessary to pay the employee's membership dues, initiation fees and assessments. Such wage assignment will be in the form of the WAGE ASSIGNMENT attached hereto and made a part hereof.

(b) After one year from the date of executing a wage assignment pursuant to this agreement, the employee may at any time revoke it. Revocation will not be effective until after the employee has properly executed, and the Carriers' Manager Payroll Accounting has been furnished with, a written revocation in the form of the REVOCATION OF WAGE ASSIGNMENT attached hereto and made a part hereof.

(c) The Organization will at its expense supply printed forms for the use of employees who desire to execute a wage assignment or revocation of wage assignment pursuant to this agreement. The Organization will have full and sole responsibility for the procurement of wage assignments and revocations of wage assignments pursuant to this agreement, and for their delivery to the Carriers' Manager Payroll Accounting.

(3) (a) The Organization will furnish Carriers' Manager Payroll Accounting at Atlanta, Georgia, a list of the local lodges, chapters, or other divisional units of the Organization, certifying thereon the name, title and mailing address of one representative in each such unit who is designated by the Organization to furnish deduction information hereinafter provided for in this agreement. Deductions pursuant to this agreement will be made only on the basis of certified deduction lists furnished the Carriers by such designated local representatives.

(b) Not later than October 1, 1972, each designated representative of the Organization will furnish the Manager Payroll Accounting with a list showing the names of employees who have executed wage assignments pursuant to this agreement, their Social Security Account Numbers, and the amount of money to be deducted from the wages of each such employee for the month of September 1972, such list arranged in numerical order of Social Security Account Numbers. The list will be transmitted to the

Manager Payroll Accounting together with a properly executed wage assignment form for each employee whose name is listed. Deductions for September 1972, will be made from pay checks due October 15, 1972, on the basis of that list.

(c) Thereafter, not later than the 20th day of each month the Manager Payroll Accounting will mail to each designated representative a standard Payroll Deduction List, Form 2218E, showing as to each employee listed the amount deducted and/or not deducted for the preceding month, and not later than the 3rd day of each month the representative will furnish the Manager Payroll Accounting one copy thereof clearly and legibly revised in ink to show additions and/or deletions of names, and changes in amounts to be deducted. If the amount to be deducted is the same as the amount last deducted pursuant to this agreement, the Carriers' copy of the Payroll Deduction List will not be changed. The representative will indicate any change from the last amount actually deducted by inserting the new amount to be deducted on the appropriate line in Column 12 of the Carriers' copy. Where names of employees are added and/or deleted, the Carriers' copy of the revised list will be accompanied by the necessary wage assignment and/or revocation forms.

(d) As may appear desirable in the light of experience with the plan set out in (c) above, the Carriers will have the right, at their option, to designate forms and/or procedures other than those specified above for exchanging the information necessary to effectuate this agreement.

(e) No deduction list will be accepted by the Manager Payroll Accounting after the 3rd day of the month, and no change will be made in any list furnished. If no list is received for a given month, or if the list is received late, deductions for that month will be made on the basis of the preceding month's list. If any indicated revision is not clear, deduction will be made on the basis of the preceding month's list.

(f) Deduction Code S-7 will be used on the Payroll Deduction and Earnings Statements accompanying pay checks to identify deductions made pursuant to this agreement.

(g) It is intended that amounts to be deducted from the wages of individual employees pursuant to this agreement will, where possible, remain constant from month to month.

(4) (a) No deduction pursuant to this agreement will be made for any month in which wages due an employee on the second period regular payroll do not equal or exceed the amount shown on the deduction list, after the following deductions have first been made:

- (i) Taxes and other deductions required by law.
- (ii) Amounts owed the Carriers.

(b) No partial deduction will be made. The Carriers will have no responsibility whatever for accumulating deductions nor for carrying over from month to month deductions not made.

(5) Not later than the 20th day of the month following the month for which deductions are made, the Carriers will remit by draft to the General Chairman of the Organization the money deducted pursuant to this agreement on the basis of said deduction lists.

(6) (a) Responsibility of the Carriers pursuant to this agreement is limited to remitting to a designated representative of the Organization money actually deducted pursuant to this agreement. The Carriers will not be responsible to any employee nor to the Organization, financially or otherwise, for failure to make deductions or for making inaccurate deductions, which risk the Organization assumes.

(b) Any question as to the correctness of any amount listed or deducted pursuant to this agreement will be handled solely between the employee and the Organization. A designated representative of the Organization may handle with Carriers' Manager Payroll Accounting any obvious mathematical error on the part of the Carriers, and the Carriers will have the right to adjust future deductions and/or future remittances to compensate therefor.

(c) This agreement will not be used in any manner whatever, directly or indirectly, as a basis for grievance or time claim by or on behalf of any employee. No part of this agreement nor of any other agreement between the parties hereto will be used in any manner whatever, directly or indirectly, as a basis for grievance or time claim by or on behalf of any employee predicated upon any alleged violation of, or misapplication of, or noncompliance with any part of this agreement.

(d) The Organization now does and hereafter will indemnify, defend and save harmless the Carriers from any and all suits at law, petitions, claims, demands, liability, loss or damage resulting from or alleged to result from the making of this agreement, or the administration of this agreement, or failure to comply with the provisions of this agreement.

(7) This agreement is subject to the express intent of the parties to observe and comply with the provisions of every applicable Federal and State law now in existence or hereafter enacted, and it is the intent of the parties hereto each to relieve the other from any part of this agreement in conflict with or in violation of any such law.


(8) This agreement will remain in effect until revised or abrogated in accordance with provisions of the amended Railway Labor Act, except that upon certification to the Carriers by the National Mediation Board that a representative other than the Organization is designated and authorized to represent employees in the craft or class party hereto, this agreement as to such employees will terminate, and the wage assignments

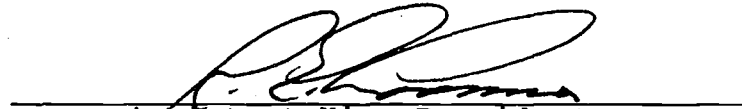
executed by such employees pursuant to this agreement will terminate, on the date such certification is received by the Carriers.

Signed at Washington, D. C. this 4th day of August, 1972.

FOR THE EMPLOYEES:

FOR THE CARRIERS:


General Chairman
Brotherhood of Maintenance
of Way Employees


Assistant Vice President,
Labor Relations,
Southern Railway Company,
The Cincinnati, New Orleans and Texas
Pacific Railway Company,
The Alabama Great Southern Railroad
Company,
The New Orleans Terminal Company,
Georgia Southern and Florida Railway
Company,
Central of Georgia Railroad Company,
The Live Oak, Perry and South Georgia
Railroad Company,
The Carolina and Northwestern Railway
Company,
The Interstate Railroad Company,
Atlantic and East Carolina Railway
Company,
Chattanooga Traction Company,
The Georgia Northern Railway Company,
Louisiana Southern Railway Company.

WAGE ASSIGNMENT

(Name - Print)

(Social Security No.)

(Street address, City and State)

(Work Location)

Manager, Payroll Accounting,
Southern Railway System,
99 Spring Street, S. W.,
Atlanta, Georgia. 30303

I hereby assign to the Brotherhood of Maintenance of Way Employees that part of my wages necessary to pay "the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership" in the Organization, as reported each month by the designated representative of the Organization in accordance with provisions of the agreement dated August 4, 1972; and I authorize you to deduct such sum from my wages and pay it over to the Organization as provided in that agreement. This wage assignment will remain in effect until revoked by me, unless it is automatically terminated as hereinafter provided.

I understand that this wage assignment cannot be revoked for one year from the date of its execution, that at any time after such date I may revoke this assignment by properly executing a REVOCATION OF WAGE ASSIGNMENT form as provided for in the agreement and that such revocation will be effective after the Organization has furnished such form to you.

I also understand that this wage assignment will terminate automatically upon termination of the agreement dated August 4, 1972, or in the event a labor organization other than the Brotherhood of Maintenance of Way Employees is certified as the designated and authorized representative of employees in the craft or class in which I am employed.

(Date of Execution)

(Signature)

REVOCATION OF WAGE ASSIGNMENT

(Name - Print)

(Social Security No.)

(Street address, City and State)

(Work Location)

Manager, Payroll Accounting,
Southern Railway System,
99 Spring Street, S. W.,
Atlanta, Georgia. 30303

I hereby revoke assignment to the Brotherhood of Maintenance of Way Employees of that part of my wages necessary to pay membership dues, initiation fees and assessments, pursuant to the agreement dated August 4, 1972, and cancel your authority to deduct such sum from my wages, this revocation to be effective after the Organization has furnished it to you.

(Date of Execution)

(Signature)

Southern Railway System

Personnel Department

P.O. Box 1808

Washington, D.C. 20013

May 19, 1972

920 15th Street, N. W.
TEL: (202) 628-4460

R. E. LOOMIS,
Asst. Vice President,
Labor Relations
G. N. CERTAIN,
T. PARKER, JR.,
J. W. STALEY,
Directors of Labor Relations

J. L. FERRELL,
T. H. PORTER,
R. S. SPENSKI,
M. G. STEVENS, JR.,
Asst. Directors of Labor Relations

Mr. T. W. Danner, General Chairman
Brotherhood of Maintenance of Way Employes
Charlotte, North Carolina

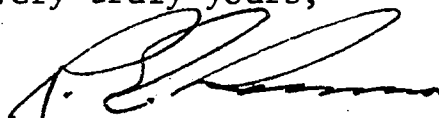
Dear Mr. Danner:

I refer to your several conferences with Mr. M. G. Stevens, Jr., Assistant Director of Labor Relations, and our discussion when you were in Washington for conferences beginning April 4, 1972, concerning disposition of a number of claims relating to contracting out track work which are pending at this level and at various levels in the appeals procedure.

In accordance with the agreement and understanding reached by you and Mr. Stevens, all claims in behalf of employees you represent which have been presented or based on events that took place prior to the date of this letter as a result of, or in connection with, Southern Railway Company and affiliated and subsidiary lines contracting out track work in the MofW Department are withdrawn by your organization. Further, in consideration of your withdrawal of all said pending claims, Carriers shall immediately place orders to purchase four tractors equipped with front end loader and backhoe which shall be placed in use and operated by Carrier's MofW employees in connection with the performance of their regular assigned duties. The purchase and use of such equipment shall not diminish in any manner the Carriers' past practice in contracting out work involving the use of backhoes and front end loaders under circumstances and to the extent that they have in the past.

If the above correctly reflects your agreement to dispose of the above issues, will you please so signify by signing the attached copy of this letter and returning same to me for my records.

Very truly yours,



Assistant Vice President
Labor Relations

ACCEPTED:

J. W. Danner
General Chairman

AGREEMENT
BETWEEN
SOUTHERN RAILWAY COMPANY
THE CINCINNATI, NEW ORLEANS, AND TEXAS PACIFIC
RAILWAY COMPANY
THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY
THE NEW ORLEANS TERMINAL COMPANY
GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY
ST. JOHNS RIVER TERMINAL COMPANY

AND THEIR EMPLOYEES
REPRESENTED BY

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

WHEREAS, employees of the Alabama Great Southern Railroad Company (NO & NE Seniority District), hereinafter Railroad, are presently assigned to operate the old drawbridge carrying vehicular and railway traffic across the Inner Harbor-Navigation Canal connecting the Mississippi River and Lake Pontchartrain in the City of New Orleans, Louisiana, near the junction of said canal with Lake Pontchartrain, hereinafter referred to as Old Seabrook Bridge; and

WHEREAS, The Board of Commissioners of the Orleans Levee District has constructed a vehicular drawbridge, hereinafter referred to as New Seabrook Bridge, across said Inner Harbor-Navigation Canal located immediately to the north of and parallel to the abovementioned vehicular-railway bridge known as Old Seabrook Bridge; and

WHEREAS it is desired that the controls and warning and signal devices for Old Seabrook Bridge be moved and installed in the control room of the New Seabrook Bridge and that employees of Railroad operate said controls and warning and signal devices and barricades serving both of said bridges from the control room of the New Seabrook Bridge; and

WHEREAS the parties hereto desire to reach agreement with respect to compensation and assignment of employees of Railroad in consideration of the responsibility and additional duties required of them in operating both of said bridges;

IT IS THEREFORE AGREED AS FOLLOWS:

Section (1)

As of the effective date of this agreement positions of drawbridge tender shall be established in lieu of existing positions of drawbridge tender assigned at Old Seabrook Bridge, the duties of which shall include operation of Old Seabrook Bridge and New Seabrook Bridge from the control room of the New Seabrook Bridge. Said positions shall be bulletined to employees of the NO & NE Seniority District of Railroad in accordance with the provisions of the schedule agreement. Qualifications and ability being sufficient, employees will be assigned to said positions on the basis of their seniority.

Section (2)

Employees assigned to positions as provided in Section (1) above shall be compensated on the basis of the existing hourly rate applicable to drawbridge tenders at Old Seabrook Bridge. In consideration of the responsibility and additional duties required of said employees in operating the New Seabrook Bridge, they shall be paid a special allowance in the amount of sixty cents per hour over and above the aforementioned existing hourly rate, which special allowance shall not be subject to general wage increases negotiated on a national or system basis.


Section (3)

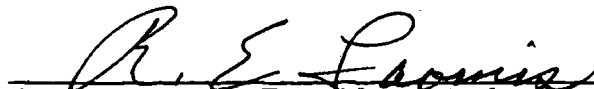
This agreement shall be effective on the date additional equipment and facilities capable of operating the Old Seabrook Bridge from the control room of the New Seabrook Bridge are placed in service and operated by employees of Railroad. The organization signatory hereto shall be given at least fifteen days advance notice in writing of the change provided for hereinabove.

Signed at Washington, D. C., this 18th day of January, 1972.

FOR THE EMPLOYEES:

FOR THE CARRIERS:


General Chairman
Brotherhood of Maintenance of
Way Employees


Assistant Vice President, Labor Relations
Southern Railway Company
The Cincinnati, New Orleans, and Texas
Pacific Railway Company
The Alabama Great Southern Railroad
Company
The New Orleans Terminal Company
Georgia Southern and Florida Railway
Company
St. Johns River Terminal Company

MEMORANDUM OF UNDERSTANDING

WHEREAS, Rule 149 of the Shop Crafts' Agreement provides in part that, "Carmen's work shall consist of * * * all other carpenter work in shops and yards; this to include minor repairs to shop buildings; * * * all other work generally recognized as painter's work under the supervision of the locomotive and car departments; * * *" and because of its indefiniteness has given rise to disagreement between Carmen and Maintenance of Way Employees, and

WHEREAS, it is desired that an understanding, consistent with provisions of the Shop Crafts' and Maintenance of Way Agreements, be reached with respect to work which, as between Carmen and Maintenance of Way Employees, may be performed in shops or shop yards by employees of these two crafts or classes.

NOW, THEREFORE, AGREED THAT:

(a) As between Carmen and Maintenance of Way Employees, under the language "all other carpenter work in shops and yards; this to include minor repairs to shop buildings;" as defined in Rule 149 of the Shop Crafts' Agreement, Carmen's work shall include:

(1) Building forms for construction of concrete foundations for the following:

(a) Shop machinery, air and fuel storage tanks (except locomotive fuel storage tanks) located in shops or shop yards; this to include work of setting bolts in such forms.

(b) Lye and acid vats used exclusively by Mechanical Department forces and located in shops or shop yards when work is done by railway forces; this to include work of setting bolts in such forms.

(2) Building forms for construction of concrete walkways, driveways, or low Mechanical Department material storage platforms (not adjacent to or part of building) located in shops or shop yards.

(3) Building and repairing material bins, racks, platforms and counters located in Stores Department Storehouses (including Charlotte Roadway Shop Storehouse); building and repairing walkways located in shops or shop yards.

(4) Building and repairing clothes cupboards, lockers, or furniture when built or repaired in Mechanical Department Shops,

(5) Repairing of shafting hanger timbers and supports located in shop buildings except where such supports are a part of the building.

(6) Building and repairing shop equipment such as work benches, cupboards, tool boxes, etc., which are not fixtures.

(7) Building and repairing scaffolding used by Carmen or Shop Mechanics in connection with their work and located in shops or shop yards.

(8) Making of minor repairs to doors, windows, etc., of shop buildings, i.e., doors that have been broken or knocked off and not doors that require renewal on account of decay, window sash and glass that has been broken out, particularly in cold or rainy weather when it is necessary to renew the glass to protect the employees or the property, when Maintenance of Way Employees are not available for service within a reasonable period of time.

(9) Emergency work of any kind to protect life or Company's property when Maintenance of Way Employees are not available within a reasonable period of time.

(10) Other recognized Carmen's carpenter work in shops or shop yards.

(b) As between Carmen and Maintenance of Way Employees, except as provided in paragraph (a) above, Maintenance of Way Employees shall make repairs to shop buildings and other structures as they have done in the past; this is without prejudice to respective contentions of Maintenance of Way Employees and the Railway Companies as to construction work.

(c) As between Carmen and Maintenance of Way Employees, under the language "all other work generally recognized as painter's work under the supervision of the locomotive and car departments;" as defined in Rule 149 of the Shop Crafts' Agreement, in addition to other carman painter's work coming under this provision, Carmen's work shall include:

(1) Painting of all stationary air and fuel storage tanks (except locomotive fuel storage tanks) and lye and acid vats located in shops or shop yards and used exclusively by Mechanical Department forces.

(2) Painting material bins, racks, platforms and counters located in Stores Department Storehouses (including Charlotte Roadway Shop Storehouse) or built or repaired in Mechanical Department shops or shop yards.

(3) Painting clothes cupboards, lockers or furniture when built or repaired in Mechanical Department shops.

(4) Painting shop equipment such as work benches, cupboards, tool boxes, etc., which are not fixtures.

(5) Painting Roadway Department machines when sent to Mechanical Department or Roadway Shops for repairs and painting at points where carmen painters are employed.

(d) As between Carmen and Maintenance of Way Employees, except as provided in paragraph (c) above, Maintenance of Way work under rule 149 shall include:

(1) Painting all stationary oil, water, chemical, soap or locomotive fuel storage tanks.

(2) Painting shop and storehouse buildings, shop fences, electric crane runways (not including crane), overhead steel walkways, sheds and other similar structures.

(e) Nothing in this memorandum shall prevent the utilization as in the past of shop laborers to perform work such as whitewashing, etc., in shops or shop yards or mixing concrete, handling concrete or excavating in connection with work to be performed by carmen under paragraph (a) hereof.

(f) This understanding is entered into for the sole purpose of specifying the work which, as between Carmen and Maintenance of Way Employees, may be performed under the above quoted language of Rule 149 of the Shop Crafts' Agreement, and is without prejudice to the respective contentions of the parties as to construction work. This agreement is entered into between representatives of the Brotherhood of Maintenance of Way Employees and Brotherhood of Railway Carmen in settlement of the matters referred to herein and applies only to the organizations signatory hereto.

(g) The provisions of this Memorandum of Understanding shall be effective on and after February 1, 1951, and shall supersede and take precedence over all understandings in conflict therewith, including the letter of September 3, 1926, interpreting certain language in Rule 149 of the Shop Crafts' Agreement and Assistant to Vice President Dugan's letter of May 23, 1945.

A C C E P T E D

For the Brotherhood of Maintenance
of Way Employees:

For the Carriers:

(s) G. A. Sorah

(s) C. D. Mackay

General Chairman,
Southern Railway.

Assistant Vice President,
Southern Railway Company,
The Cincinnati, New Orleans and Texas
Pacific Railway Company,
The Alabama Great Southern Railroad
Company,
Harriman and Northeastern Railroad
Company,
Cincinnati, Burnside and Cumberland
River Railway Company,
Georgia Southern and Florida Railway
Company,
St. Johns River Terminal Company,
New Orleans and Northeastern Railroad
Company,
The New Orleans Terminal Company.

(s) C. R. Barnes

General Chairman,
The Cincinnati, New Orleans and Texas
Pacific Railway,
The Alabama Great Southern Railroad,
Harriman and Northeastern Railroad,
Cincinnati, Burnside and Cumberland
River Railway.

(s) D. J. McKinnon

General Chairman,
New Orleans and Northeastern Railroad
The New Orleans Terminal.

(s) J. W. Simpson

General Chairman,
Georgia Southern and Florida Railway,
St. Johns River Terminal.

For the Brotherhood of Railway Carmen of
America:

(s) W. W. Dyke

General Chairman

Washington, D. C.
January 16, 1951.

MEMORANDUM AGREEMENT

IT IS AGREED THAT:

When trailer camping cars (vehicles) are furnished B&B gangs, extra gangs, track repairmen, or machine operators in the Maintenance of Way Department, in lieu of on-rail camp cars, they shall be equipped with furnishings in proper proportion to the number of men to be accommodated, such equipment and furnishings to include individual bunks with springs, comfortable mattresses, individual lockers, ventilating fan, heater, water heater (company to furnish fuel for cooking, heating and water heating purposes), washing and bathing facilities, water storage facilities, fire extinguishers, screens, and electric lights (type of lighting and electric current and source of electric current shall be determined by management). They shall also be fully insulated and kept in good repair.

The company will see to it that an adequate supply of water suitable for domestic and bathing uses is made available to employees living in its trailer cars.

Employees shall be responsible for supplying water tanks with water for bathing purposes and for supplying heaters and water heaters with fuel oil.

It shall be the duty of the foreman in charge to see that trailer camping cars are kept clean and sanitary. Employees shall maintain their personal effects in a neat and orderly manner.

The following types of trailer camping cars shall be equipped with furnishings as shown below:

Foreman and two-man trailer (eighteen feet long) -

Equipment and furnishings shall include one single bunk for foreman with comfortable mattress, one double deck bunk for others occupying the same trailer car with comfortable mattresses, individual lockers, ventilating fan, heater, water heater, shower, two washbasins (one for foreman and one for others), electric lights, chairs or benches, table or desk for foreman, and shall be partitioned so as to separate, to the extent practicable, the foreman's quarters from those of others having quarters in the same trailer car. Not more than two men other than foreman may be assigned sleeping quarters in a foreman's trailer car eighteen feet in length.

Kitchen trailer (eighteen feet long) -

When such car is furnished, equipment and furnishings shall include cook stove, cooking utensils in proper proportion to the number of men to be accommodated, ice box, ventilating fan, heater, water heater, sink, electric lights, cabinet space, shower, washbasin and bunk for cook, and shall be partitioned so as to separate the kitchen from sleeping quarters of the cook.

Dining trailer (eighteen feet long) -

When such trailer is furnished, equipment and furnishings shall include dining table or tables, benches and/or chairs, ventilating fan, heater, and electric lights.

Bunk trailer - six man (twenty-two feet long) -

Equipment and furnishings shall include three double deck bunks with comfortable mattresses, individual lockers, ventilating fan, heater, water heater, shower, two washbasins, and electric lights. With the view of providing additional lounging space, not more than six men (three to lower and three to upper bunks) will be assigned quarters in trailer cars twenty-two feet in length.

Work trailer - two man (eighteen feet long) -

Equipment and furnishings shall include two single deck bunks with comfortable mattresses; individual lockers, ventilating fan, heater, water heater, shower, washbasin, cook stove, ice box, sink, cabinet space, electric lights, table and chairs.

Work trailer - four man (twenty-two feet long) -

Equipment and furnishings shall include two double deck bunks with comfortable mattresses; individual lockers, ventilating fan, heater, water heater, shower, washbasin, cook stove, ice box, sink, cabinet space, electric lights, table and chairs.

Employees assigned quarters in trailer camping outfit cars will be granted permission to travel by company truck between trailer camp and nearest passenger station when leaving camp and between such passenger station and trailer camp upon returning to work when making week-end trips to their homes, but such time shall not be paid for.

Trailer cars now in use will be changed to conform to the above as rapidly as circumstances will permit.

A C C E P T E D

For the employees represented by
the Brotherhood of Maintenance of
Way Employees:

Signed -- H. C. Crotty
Assistant to President.

Signed -- G. A. Sorah
General Chairman.

For the Carriers:

Signed -- Fred A. Burroughs
Assistant Vice President, Personnel.
Southern Railway Company,
The Cincinnati, New Orleans and Texas
Pacific Railway Company,
Harriman and Northeastern Railroad
Company,

Signed -- G. W. Ball
General Chairman.

Signed -- J. P. Alexander
General Chairman.

Signed -- J. W. Simpson
General Chairman.

The Alabama Great Southern Railroad
Company,
Woodstock and Blocton Railway Company,
New Orleans and Northeastern Railroad
Company,
The New Orleans Terminal Company,
Georgia Southern and Florida Railway
Company,
St. Johns River Terminal Company.

Washington, D. C.
March 30, 1953.

AGREEMENT

This agreement made this 10th day of June, 1969 by and between Southern Railway Company, The Cincinnati, New Orleans and Texas Pacific Railway Company, Harriman and Northeastern Railroad Company, The Alabama Great Southern Railroad Company, The New Orleans Terminal Company, Georgia Southern and Florida Railway Company and St. Johns River Terminal Company and their employees represented by Brotherhood of Maintenance of Way Employees:

NOW THEREFORE AGREED:

The Agreement of March 30, 1953 is hereby amended by the addition of the following types of trailer camping cars which are "adequate for the purpose" within the meaning and intent of that language as used in Section I-A-2 of the Agreement dated February 19, 1968 and which shall be equipped with furnishings as shown below:

Foreman and four-man trailer (thirty-one feet long) -

Equipment and furnishings shall include one single bunk with comfortable mattress, locker, table or desk with chair, and lavatory for foreman, and two double deck bunks with comfortable mattresses, individual lockers and lavatory for others occupying the same trailer. Also included are a toilet, shower, gas water heater, electric lights, heaters, ventilating fans, and cooking and eating facilities, consisting of gas range, electric refrigerator, sink, table and chairs.

Bunk trailer - twelve man (forty-two feet long) -

Equipment and furnishings shall include six double deck bunks with comfortable mattresses, individual lockers, ventilating fans, heaters, gas water heater, two showers, two toilets, four lavatories, electric lights, and table and chairs.

Foreman and nine-man trailer (forty-two feet long) -

Equipment and furnishings shall include one double deck bunk with comfortable mattresses, individual lockers, one desk or table with chair, lavatory, shower, and toilet for the foreman and assistant foreman, and four double deck bunks with comfortable mattresses, individual lockers, three lavatories, two toilets and two showers for others occupying the same trailer. Also included are gas water heater, electric lights, heaters, ventilating fans and table and chairs.

Dining trailer (forty-two feet long) -

Equipment and furnishings shall include dining tables, chairs, ventilating fans, heaters, and electric lights.

Kitchen-Dining trailer (forty-two feet long) -

Equipment and furnishings shall include bunk with comfortable mattress, lockers, lavatory, toilet and shower for cook, gas stove, cooking utensils in proportion to the number of men to be accommodated, electric refrigerator, double sinks, cabinet space, and dining table and chairs. Also included are electric lights, ventilating fans, gas water heaters and heaters. Cook's quarters, kitchen area and dining area shall be separated by partitions.

A C C E P T E D

For the employees:


General Chairman.

For the carriers:


Assistant Vice President,
Labor Relations.

(COPY)

Applicable to Foremen's Agreement
SOUTHERN RAILWAY COMPANY
Northern Alabama Railway
Atlantic and Yadkin Railway
High Point Randleman, Asheboro & Southern Railroad
Yadkin Railroad

Supplement to
REGULATIONS GOVERNING BOARD OF
EXTRA FORCES
Joint Circular May 22, 1917

Washington, D.C., December 1, 1917

In consideration of the former privilege extended by Commissary Contractors to the extra-gang foremen employed by these Companies of receiving their meals on camp cars free, which concession has been discontinued, and, contemplating this class of track foremen, to be in a different situation regarding subsistence from that of other track foremen, the above Companies will, effective this date, allow and pay commutation for such subsistence, based on the number of working days in the month on which the extra-gang foreman is with his force ready and reporting for active duty, and calculated at the same rate per day which is now or may be hereafter allowed for the feeding of other employees in the forces of such extra-gang foremen.

On a separate line in the time book each extra-gang foreman will state the number of meals furnished to him by the Commissary Contractors during the month, and the aggregate will be paid to the Commissary Contractors on monthly bill rendered to the Company therefor in accordance with the above. Supervisors will check and approve the credit for the number of meals furnished in the same manner as is the practice for checking and approving the time shown.

Foremen shall not enter on their time books credit for meals furnished to them or their forces during periods of emergency, wherein the Company furnishes free board for all as defined in Rule 3 of the Regulations Governing Working Conditions and Rates of Pay for Maintenance of Way Employees, effective October 1, 1916, nor shall any credit for subsistence be shown during any periods of absence of the foreman from the camp cars of whatever nature.

The provisions and regulations of joint circular of May 22, 1917, in conflict herewith are voided.

J. B. DUKE,
Assistant Comptroller.

T. H. GATLIN,
Assistant to Vice-President.

Approved:
G. R. LOYALL,
Assistant Vice-President,
Chairman, Labor Board.

Approved:
E. H. COAPMAN,
Vice-President.

Approved:
A. H. PLANT,
Comptroller.

(COPY)

TRACK OILING MACHINES

Washington, D. C., February 29, 1932 h

Mr. L. E. Futch, General Chairman,
Brotherhood of Railroad Signalmen,
Valdosta, Georgia.

Mr. B. B. St. Clair,
General Chairman, Machinists,
Knoxville, Tenn.

Gentlemen:

Further in connection with your letter of February 17th with respect to track oiling machines, and to our conference today.

As I understand the matter you agree that the filling of the grease containers, keeping the holes clean and the cursory inspection to see that the appliance is in working order is not covered by your classification. On the other hand you insist that the installation and repairs to the machinery belong to the machinist's classification of work, and to this I have agreed.

In this situation, our Maintenance of Way officials will make arrangements to have the grease containers filled, the holes cleaned, etc., by such persons as in their judgment are best available. In the event that the machinery is not in working order they will report the matter and the repairs will be made either by the pump repairer or motor car mechanic.

Yours truly,
(S) C. D. MACKAY,
Assistant to Vice-President.

Southern Railway System

Personnel Department

P.O. Box 1808

Washington, D.C. 20013

August 4, 1972.

920 15th Street, N. W.
TEL: (202) 628-4460

R. E. LOOMIS,
Asst. Vice President,
Labor Relations
G. N. CERTAIN,
T. PARKER, JR.,
J. W. STALEY,
Directors of Labor Relations

J. L. FERRELL,
T. H. PORTER,
R. S. SPENSKI,
M. G. STEVENS, JR.,
Asst. Directors of Labor Relations

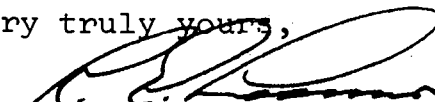
Mr. T. W. Danner, General Chairman
Brotherhood of Maintenance of Way Employees
Charlotte, North Carolina

Dear Mr. Danner:


Reference is made to Agreement executed this date consolidating into one the individual schedule agreements between Southern Railway Company System Lines, Central of Georgia Railroad Company and the various subsidiary lines and their employees represented by Brotherhood of Maintenance of Way Employees.

Paragraph (b) of Rule 20 - Starting Time, provides that the starting time of employees assigned in rail laying and combination rail laying and timbering and surfacing gangs shall as far as practicable be as specified in paragraph (a) thereof, but that it may be varied in special circumstances when density of traffic would prevent performance of work during normal starting time hours. It was recognized during our discussion of this rule that there will be times when it will be desirable and necessary to vary the starting time of employees assigned in timbering and surfacing gangs. While timbering and surfacing gangs are not referred to in the rule, it was agreed between us that the exception contained in paragraph (b) of Rule 20 shall also apply to employees assigned in timbering and surfacing gangs; provided, however, that the normal starting time of such employees will only be varied after the matter has been considered and authorized by the Assistant Vice President-Maintenance of Way and Structures, who will furnish the General Chairman a copy of his letter authorizing the variation in starting time. When starting times are so changed, the General Chairman and the employees involved will be given five days advance notice thereof.

If the above conforms with your understanding of our agreement concerning this matter, will you please so signify by signing the attached copy of this letter and returning the same to me for my records.

Very truly yours,

Assistant Vice President,
Labor Relations.

AGREED:


General Chairman,
Brotherhood of Maintenance of
Way Employees.

AGREEMENT

between

SOUTHERN RAILWAY COMPANY
THE CINCINNATI, NEW ORLEANS & TEXAS PACIFIC RAILWAY COMPANY
THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY
THE NEW ORLEANS TERMINAL COMPANY
GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY
CENTRAL OF GEORGIA RAILROAD COMPANY
THE LIVE OAK, PERRY AND SOUTH GEORGIA RAILROAD COMPANY
THE CAROLINA AND NORTHWESTERN RAILWAY COMPANY
THE INTERSTATE RAILROAD COMPANY
ATLANTIC AND EAST CAROLINA RAILWAY COMPANY
CHATTANOOGA TRACTION COMPANY
THE GEORGIA NORTHERN RAILWAY COMPANY
(Albany and Northern Seniority District)
LOUISIANA SOUTHERN RAILWAY COMPANY

and their
employees

represented by

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

WHEREAS the individual agreements governing rates of pay, rules and working conditions of Maintenance of Way employees of the Carriers signatory hereto as represented for purposes of the Railway Labor Act by Brotherhood of Maintenance of Way Employees are superseded and canceled by the agreement between the parties hereto, signed at Washington, D.C. on August 4, 1972 which becomes effective and is applicable to employees of Carriers signatory hereto as represented by the Organization party hereto effective October 1, 1972; and

WHEREAS it is desired by the parties to reach agreement with respect to seniority and rights of employees affected and other matters related to consolidation of the above agreements;

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

ARTICLE I - Seniority Districts

Rule 7 - Seniority Districts, of the agreement between the parties hereto, signed at Washington, D.C. on August 4, 1972, effective October 1, 1972, shall be applicable to employees covered by this agreement subject to the conditions contained therein and more specifically as follows with respect to employees employed on Carriers immediately prior to the effective date of this agreement;

SECTION I

Effective October 1, 1972, the former Lines East seniority district of Southern Railway Company is eliminated and new division seniority districts, comprised of old division and company designations, shall be established as follows:

(a) Washington Division Seniority District - the names of employees formerly having "home" seniority on the former Washington Division, Richmond Division, Danville Division, A&EC Division, and the Martinsville, Asheboro and Albemarle Divisions of the C&NW shall be placed on one seniority roster for the respective seniority ranks in the appropriate sub-department in seniority date order and employees affected shall thereafter have seniority on the new consolidated Washington Division Seniority District in accordance with their rank on the new seniority rosters and as otherwise provided in Rule 7 - Seniority Districts.

(b) Charlotte Division Seniority District - the names of employees formerly having "home" seniority on the former Charlotte Division, Columbia Division, Charleston Division (excluding the Marion, N.C. to Blacksburg, S.C. segment) and the Anderson Division of the C&NW shall be placed on one seniority roster for the respective seniority ranks in the appropriate sub-department in seniority date order and employees affected shall thereafter have seniority on the new consolidated Charlotte Division Seniority District in accordance with their rank on the new seniority rosters and as otherwise provided in Rule 7 - Seniority Districts.

SECTION 2

Effective October 1, 1972, the former seniority district on Central Lines comprised of former Southern Railway Company divisions is eliminated and division seniority districts shall be established as follows:

(a) Asheville Division Seniority District - the names of employees formerly having "home" seniority on the former Asheville Division, Winston-Salem Division, the Marion, N.C. to Blacksburg, S.C. segment of the former Charleston Division and the Lenoir Division of the C&NW shall be placed on one seniority roster for the respective seniority ranks in the appropriate sub-department in seniority date order and employees affected shall thereafter have seniority on the new consolidated Asheville Division Seniority District in accordance with their rank on the new seniority rosters and as otherwise provided in Rule 7 - Seniority Districts.

(b) Knoxville Division Seniority District - the names of employees formerly having "home" seniority on the former Knoxville, Appalachia and Memphis Divisions of Southern Railway Company and on the Interstate Railroad Company shall be placed on one seniority roster for the respective seniority ranks in the appropriate sub-department in seniority date order and employees affected shall thereafter have seniority on the new consolidated Knoxville Division Seniority District in accordance with their rank on the new seniority rosters and as otherwise provided in Rule 7 - Seniority Districts.

(c) Atlanta Division Seniority District - the names of employees formerly having "home" seniority on the former Atlanta Division of Southern Railway Company (excluding the Macon, Georgia to Brunswick, Georgia segment) and Columbus and Macon Divisions of CofGa (excluding the Macon, Georgia to Albany, Georgia segment, the Albany, Georgia to Dothan, Alabama segment, the Americus, Georgia to Columbus, Georgia segment, the Smithville, Georgia to Eufaula, Alabama segment, and the Eufaula, Alabama to Ozark, Alabama segment) (includes Atlanta, Georgia yards and Brosnan

Yard, Macon, Georgia) shall be placed on one seniority roster for the respective seniority ranks in the appropriate sub-department in seniority date order and employees affected shall thereafter have seniority on the new Atlanta Division Seniority District in accordance with their rank on the new seniority roster and as otherwise provided in Rule 7 - Seniority Districts.

SECTION 3

Effective October 1, 1972, the CNO&TP Division Seniority District is changed and reestablished as follows:

CNO&TP Division Seniority District - the names of employees formerly having "home" seniority on the former CNO&TP Division and Chattanooga Traction Company Division shall be placed on one seniority roster for the respective seniority ranks in the appropriate sub-department in seniority date order and the employees affected shall thereafter have seniority on the new consolidated CNO&TP Division Seniority District in accordance with their rank on the new seniority rosters and as otherwise provided in Rule 7 - Seniority Districts.

SECTION 4

Effective October 1, 1972, the NO&NE Division Seniority District is changed and reestablished as follows:

NO&NE Division Seniority District - the names of employees formerly having "home" seniority on the former NO&NE and NOT Divisions and the Louisiana Southern Railway Company Division shall be placed on one seniority roster for the respective seniority ranks in the appropriate sub-department in seniority date order and employees affected shall thereafter have seniority on the new consolidated NO&NE Division Seniority District in accordance with their rank on the new seniority rosters and as otherwise provided in Rule 7 - Seniority Districts.

SECTION 5

Effective October 1, 1972, the GS&F Division Seniority District is changed and reestablished as follows:

GS&F Division Seniority District - the names of employees formerly having "home" seniority on the former GS&F, St. Johns River Terminal, LOP&G, South Georgia, and A&N Divisions and the Macon, Ga. to Albany, Ga. segment, the Albany, Ga. to Dothan, Ala. segment, the Americus, Ga. to Columbus, Ga. segment, the Smithville, Ga. to Eufaula, Ala. segment, and the Eufaula, Ala. to Ozark, Ala. segment of the Macon and Columbus Divisions of CofGa shall be placed on one seniority roster for the respective seniority ranks in the appropriate sub-department in seniority date order and employees affected shall thereafter have seniority on the new consolidated GS&F Division Seniority District in accordance with their rank on the new seniority rosters and as otherwise provided in Rule 7 - Seniority Districts.

SECTION 6

The former Macon and Columbus Division Seniority Districts of Central of Georgia Railroad Company are hereby eliminated. The Macon, Ga. to Brunswick, Ga. segment of the former Atlanta Division Seniority District is hereby included in, and made a part of the Savannah Division Seniority District of CofGa.

SECTION 7

An employee holding seniority on the former Lines East Seniority District on Southern Railway Company and on the section of the former Central Lines Seniority District on Southern Railway Company who establishes seniority on his "home" division seniority district under Sections 1 or 2 of this Article I and who immediately prior to the effective date of this agreement was assigned to a position on other than his "home" division seniority district within one of said former seniority districts referred to shall make one of the following options before midnight on September 19, 1972 by written notice addressed to the Assistant Vice President, Maintenance of Way & Structures, Southern Railway Company, 99 Spring Street, Atlanta, Georgia, copy to the General Chairman, which shall be applicable on said effective date of the agreement:

1. Place himself on a position on his "home" division seniority district in the exercise of his seniority.

2. Elect to remain on the position to which assigned, establishing the same seniority date on such away from home division seniority district, and forfeiting seniority on his "home" division seniority district.

SECTION 8

Pursuant to the provisions of Section (c) of Rule 7 - Seniority Districts, of the agreement dated August 4, 1972, effective October 1, 1972, in the event an employee's former division seniority district is split or divided by two or more of the new geographical seniority regions and/or new division seniority districts as defined herein and in Rule 7, he shall be privileged to choose the new division seniority district in which he will have rights to new positions or vacancies. The employee's geographical seniority region shall be that which includes the new division seniority district selected. An employee so affected shall before midnight on September 19, 1972 make the election provided for herein by written notice addressed to the Assistant Vice President, Maintenance of Way & Structures, Southern Railway Company, 99 Spring Street, Atlanta, Georgia, copy to the General Chairman, which shall be applicable on the effective date of this agreement.

SECTION 9

Employees in active service prior to the effective date of this agreement who were originally employed in forces working on a district basis and thereby established seniority on a former division seniority district remote from his place of residence under the agreement rules then in effect, shall be privileged to make application for transfer of his seniority to the new division seniority district which includes his place of residence. Any such employee affected shall apply for transfer of his seniority under this section before midnight on September 19, 1972 by written notice addressed to the Assistant Vice President, Maintenance of Way & Structures, Southern Railway Company, 99 Spring Street, Atlanta, Georgia, copy to the General Chairman.

SECTION 10

Except as specifically provided herein above and in Rule 7 - Seniority Districts, seniority districts of employees covered by this agreement shall remain as established prior to the effective date of this agreement as specifically listed in said Rule 7.

ARTICLE II - Seniority

(a) In conformance with the provisions of Article I above, seniority rosters for employees of each sub-department identified in Rule 3 shall be separately compiled for each of the geographical seniority regions listed in Rule 7. Said seniority rosters shall indicate the new division seniority district within the respective geographical seniority regions in which the individual employees have rights to new positions and vacancies.

(b) In preparing the new seniority rosters for employees on the Savannah Division of CofGa and for employees of the former Columbus and Macon Divisions of CofGa who elect to establish seniority on either the new Atlanta or GS&F Division Seniority Districts the following shall apply:

1. Employees holding seniority as Assistant Apprentice Foremen and/or Junior Apprentice Foremen in the Track Sub-department immediately prior to the effective date of this agreement shall have their names listed on the new seniority rosters as Assistant Foremen, Rank A-2, with seniority date as Assistant Apprentice Foremen or Junior Apprentice Foremen, whichever is earliest, shown opposite their names.

2. Employees of CofGa holding seniority only as Roadway Machine Operators - System, i.e., those who have not established seniority as Division Roadway Machine Operators, shall establish seniority on either the new Atlanta, GS&F or Savannah Division Seniority District and they will be privileged to choose the seniority district in which they desire to have rights to new positions or vacancies. Any such employee shall, before midnight on September 19, 1972, make the election provided for above by written notice addressed to the Assistant Vice President, Maintenance of Way & Structures, Southern Railway Company, 99 Spring Street, Atlanta, Georgia, copy to the General Chairman.

3. Employees holding seniority immediately prior to the effective date of this agreement as Division Carpenter, First Class Carpenter and First Class Iron Bridgeman in the Bridge and Building Department shall have their names placed on the new seniority rosters as B&B Mechanics with seniority date as Division Carpenter, First Class Carpenter and/or First Class Iron Bridgeman, whichever is earliest, placed opposite their name.

4. Employees holding seniority immediately prior to the effective date of this agreement as Second Class Carpenter and Second Class Iron Bridgeman shall have their names placed on the new seniority rosters as B&B Helpers, Rank B-4, with seniority date as Second Class Carpenter or Second Class Iron Bridgeman placed opposite their name.

5. The System seniority roster for employees assigned to the Iron Bridge Gang - B&B Sub-department who were assigned to work immediately prior to the effective date of this agreement over the combined Savannah, Macon and Columbus Seniority Districts on CofGa, shall be continued in effect so long as said Iron Bridge Gang is assigned to work on a system basis over the lines of the Central of Georgia Railroad Company. When so used, the provisions of Rule 34 (the Award of Arbitration Board No. 298) will be applicable. In the event the Iron Bridge Gang is assigned to work over the entire southeast geographical region as provided in Section (b) of Rule 7, the provisions of Rule 8 shall apply in addition.

(c) Employees assigned as Laborers in the Bridge and Building Department prior to the effective date of this agreement shall, effective October 1, 1972, be classified as B&B Apprentices and their names shall be shown on the seniority roster for B&B Apprentices on their seniority district by dovetailing with seniority date formerly held as B&B Laborer shown opposite their names.

ARTICLE III - Rates of Pay

(a) Except as hereinafter provided, rates of pay of employees covered by this agreement shall be as specified in the Appendix to the agreement between the parties hereto, signed at Washington, D.C. on August 4, 1972, effective October 1, 1972.

(b) Employees in active service on the Central of Georgia Railroad Company assigned to a position carrying a monthly rate of pay immediately prior to the effective date of this agreement, such as, but not limited to, monthly rated operators of division and system machines and the monthly rated division carpenter at Savannah, Georgia, who received a higher monthly rate of pay than that entitled to under the provisions of the agreement between the parties signed at Washington, D.C. on August 4, 1972, effective October 1, 1972, shall continue to be paid on the basis of said higher monthly rate of pay (adjusted to include future general wage increases) as long as they are assigned to operate said machines or are assigned to said position which carried such former higher monthly rate of pay. Employees assigned to such positions on and after the effective date of this agreement shall be paid in accordance with the rates specified in the Appendix to the agreement as provided in paragraph (a) of this Article III.

(c) On the effective date of this agreement, the hourly rate of pay for laborers assigned in the Track Sub-department shall, except as provided in paragraph (d) below, be \$3.85 per hour.

(d) Employees assigned as laborer on Southern Railway Company and affiliated Carriers in the Track Sub-department who, prior to the effective date of this agreement, were paid a higher hourly rate under the former so-called Step-Rate Rule shall continue to receive said higher hourly rate of pay (adjusted to include future general wage increases) so long as they are regularly assigned as track laborer.

ARTICLE IV - Assignments on Division and Regional Positions

SECTION 1

Effective October 1, 1972, employees shall be assigned to positions on either a regional basis under paragraph (a) of Rule 7 or on a division basis under paragraph (b) of Rule 7.

SECTION 2

In carrying out the provisions of Section 1 above the following shall govern:

(a) Positions established and in existence immediately prior to the effective date of this agreement on a former division or district basis

with or without fixed headquarters which are not to be abolished or disturbed will not be bulletined and shall be considered as division positions within the respective new division seniority districts.

(b) Positions which are not to be continued in effect after the effective date of this agreement shall be abolished and new positions which are to be assigned on either a division or regional basis under Rule 7 will be established by bulletin.

(c) (1) Positions referred to in paragraph (b) above which are not to be continued in effect will be abolished in accordance with the provisions of the agreement.

(2) New positions referred to in paragraph (b) above shall be established by bulletin which shall specify, among other things, whether the positions are to be assigned on a division or regional basis. Said bulletins shall be posted on or before September 5, 1972 and applications for such positions will be received from employees affected under this Article IV and other Articles of this agreement during the period September 5, 1972 through midnight September 19, 1972. Employees so affected who desire to place themselves on positions to be continued in effect under paragraph (a) above in the exercise of a displacement right, shall file their application within the same period. In submitting applications for positions, the employees affected should designate a first, second and third choice of positions they desire. For purposes of this agreement, applications for positions should be addressed to the Assistant Vice President, Maintenance of Way & Structures, Southern Railway Company, 99 Spring Street, Atlanta, Georgia. Carriers' supervisory officers will assist the employees in making and submitting their applications.

(3) Assignments to positions on the basis of applications submitted by employees under this paragraph (c) will be made by bulletins on the basis of seniority and qualifications of the individual employees and such assignments will be effective October 1, 1972.

ARTICLE V - Cooks (CofGa)

(a) Employees whose names appear on the seniority rosters for cooks on the lines of Central of Georgia Railroad Company immediately prior to the effective date of this agreement shall continue to have preferential rights to positions of cook established in either the Track or B&B Sub-departments on said lines of Central of Georgia Railroad Company or within the southeast geographical seniority region provided for in Rule 7(a).

(b) Employment of cooks under paragraph (a) above shall continue to be on the basis of \$3.799 per hour (adjusted to include future general wage increases) and the following shall continue to govern:

Cooks will be provided by the Railway on camp car outfits where six or more men are employed, on the following basis:

Gangs working from six to twelve men, including foreman and excluding cook, the cook will be assigned eight (8) hours per day. Gangs working over twelve (12) men, including foreman and excluding cook, the cook will be assigned ten (10) hours per day. Such assignments will be over a total spread not in excess of twelve (12) hours per day.

Gangs working over fifteen (15) men will be provided with an assistant cook.

(c) At such time as positions of cook in the Track Sub-department cannot be filled by employees holding seniority as provided under paragraph (a) above, the established practice under which cooks have been provided in the Track Sub-department on Southern Railway Company and affiliated lines may be followed.

(d) At such time as positions of cook in the B&B Sub-department cannot be filled by employees holding seniority under paragraph (a) above, said positions shall be filled and treated strictly in accordance with the provisions of Rule 55 of the agreement signed at Washington, D.C. dated August 4, 1972 effective October 1, 1972.

(e) Cooks employed on the lines of Central of Georgia Railroad Company or within the southeast geographical region on and after the effective date of the agreement shall establish seniority and rights to work only in the B&B Sub-department.

ARTICLE VI - Force Reduction

(a) The provisions of the former agreement in effect on Central of Georgia Railroad Company providing that in the event positions are abolished other than at the end of the month, regularly assigned monthly rated employees will be compensated to the end of the month in which abolishment occurs, shall continue to be applicable to employees regularly assigned to monthly rated positions on CofGa immediately prior to the effective date of this agreement so long as they are assigned to said monthly rated positions (not including employees regularly assigned in a gang or force to work over the southeast geographical seniority region under the provisions of Rule 7 (a)).

(b) The provisions of paragraph (a) above do not apply in the event of emergency force reductions under Rule 37, nor to employees assigned to monthly rated positions on or after the effective date of this agreement. The provisions of Rules 36 and 37 of the agreement between the parties hereto signed at Washington, D.C. on August 4, 1972, effective October 1, 1972, shall, except as provided herein, be applicable to all employees covered by this agreement.


ARTICLE VII

This agreement shall be effective October 1, 1972.

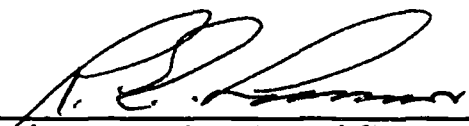
Signed at Washington, D.C. this 18th day of August 1972.

FOR THE EMPLOYEES:

FOR THE CARRIERS:



General Chairman
Brotherhood of Maintenance of
Way Employees



Assistant Vice President
Labor Relations
Southern Railway Company
The Cincinnati, New Orleans & Texas
Pacific Railway Company
The Alabama Great Southern Railroad
Company
The New Orleans Terminal Company
Georgia Southern and Florida Railway
Company
Central of Georgia Railroad Company
The Live Oak, Perry and South Georgia
Railroad Company
The Carolina and Northwestern Rail-
way Company
The Interstate Railroad Company
Atlantic and East Carolina Railway
Company
Chattanooga Traction Company
Georgia Northern Railway Company
(Albany and Northern Seniority
District)
Louisiana Southern Railway Company



Norfolk Southern Corporation
223 East City Hall Avenue
Norfolk, Virginia 23510-1728

W. L. Allman
Director
Labor Relations
(757) 629-2406

September 1, 1999

G. L. Cox
General Chairman, BMWE
P. O. Box 24068
Knoxville, Tennessee 37933-2068

This confirms our understanding that this reprinting of the October 1, 1972 agreement between Norfolk Southern Railway Company (formerly Southern Railway) and Brotherhood of Maintenance of Way Employees (BMWE) is not intended to change or modify any current applicable agreement provision. Accordingly, the applicable Implementing Agreements, Seniority Realignment Agreements, National Agreements, as well as any other agreement provisions, letters of understanding, etc., currently in effect on September 1, 1999, not reproduced herein, shall remain in effect until changed or modified in accordance with the Railway Labor Act, as amended.

Very truly yours,

W. L. Allman, Jr.

W. L. Allman, Jr.

AGREED:

G. L. Cox

G. L. Cox

Flagging Foremen

MEMORANDUM AGREEMENT

between

SOUTHERN RAILWAY COMPANY
THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY
THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY
THE NEW ORLEANS TERMINAL COMPANY
GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY
CENTRAL OF GEORGIA RAILROAD COMPANY
THE LIVE OAK, PERRY AND SOUTHERN GEORGIA RAILWAY COMPANY
CAROLINA AND NORTHWESTERN RAILWAY COMPANY
ATLANTIC AND EAST CAROLINA RAILWAY COMPANY
THE GEORGIA NORTHERN RAILWAY COMPANY
(Albany and Northern Seniority District)
LOUISIANA SOUTHERN RAILWAY COMPANY
TENNESSEE RAILWAY COMPANY

and their

EMPLOYEES

AS REPRESENTED BY
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

- - - -

WHEREAS the parties wish to establish a new rank in the Maintenance of Way Department to perform flagging work in conjunction with certain construction projects performed by outside concerns;

IT IS THEREFORE AGREED AS FOLLOWS:

1. Effective August 1, 1985, the rank of Flagging Foreman is established in the Track and B&B Sub-departments and will be designated as A-2 and B-2 ranks, respectively.
2. The rate of pay for these ranks will be the \$12.31 and \$12.63 rates, respectively, including COLA.
3. Seniority in the ranks of Flagging Foreman is established in accordance with Rule 2(c) of the Agreement.
4. Employees who presently hold seniority in the A-1 and B-1 ranks shall as of the effective date of this Agreement, establish that seniority date in the Flagging Foreman rank in accordance with Rule 2(e).
5. Flagging Foreman seniority is for bidding purposes only in that rank and shall not serve to establish seniority in any other rank.

6. Positions of Flagging Foreman will be bulletined in accordance with Rule 10.
7. The assignment to these positions will be based on seniority and qualifications; qualifications being sufficient, seniority will govern.
8. In the event a Flagging Foreman position is abolished, the employee may exercise a displacement right on any other Flagging Foreman position or return to the position or assignment last held in another rank, if still in existence, unless it is held by a senior employee who obtained the same in the exercise of a displacement right; if such position or assignment is so held by such senior employee, or is no longer in existence, such displaced employee may exercise a displacement right under Rule 36(b).

Signed at Atlanta, Georgia this 11th day of July, 1985.

FOR THE EMPLOYEES:

D. E. DeLoach
 General Chairman
 Brotherhood of Maintenance of
 Way Employees

F. E. Waller
 General Chairman
 Brotherhood of Maintenance of
 Way Employees

FOR THE CARRIERS:

B. J. Bence
 Assistant Vice President
 Labor Relations
 Southern Railway Company
 The Cincinnati, New Orleans
 and Texas Pacific Railway
 Company
 The Alabama Great Southern
 Railroad Company
 The New Orleans Terminal
 Company
 The Georgia Southern and
 Florida Railway Company
 Central of Georgia Railroad
 Company
 The Live Oak Perry and South
 Georgia Railway Company
 Carolina and Northwestern
 Railway Company
 Atlantic and East Carolina
 Railway Company
 The Georgia Northern Railway
 Company (Albany and
 Northern Seniority District)
 Louisiana Southern Railway
 Company
 Tennessee Railway Company

Southern Railway System

Labor Relations Department

185 Spring Street, S. W.

Atlanta, Georgia 30303

R C STEELE, JR.
ASSISTANT VICE PRESIDENT
LABOR RELATIONS
D. R. JOHNSON
M. C. KIRCHNER
D. N. RAY
DIRECTORS OF LABOR RELATIONS

September 12, 1986

H-265-361

TEL: (404) 529-2250
J R BINAU
L F MILLER JR
H R MOBLEY
T H MULLENIX JR
K J O'BRIEN
ASSISTANT DIRECTORS
OF LABOR RELATIONS

Mr. D. E. DeLoach, General Chairman
Brotherhood of Maintenance of Way Employees
P. O. Box 32504
Charlotte, North Carolina 28232

Dear Mr. DeLoach:

This is in reference to your several discussions with Assistant Director L. F. Miller, Jr. concerning questions that have arisen with regard to the interpretation and application of the July 11, 1985 Flagging Foreman Agreement.

The first question pertained to employees who were promoted to A-1 or B-1 foreman positions who have not previously established A-2 or B-2 flagging foreman seniority. While it was not spelled out in the Flagging Foreman Agreement, this confirms the understanding that employees promoted to the A-1 and B-1 ranks will establish a flagging foreman seniority date under the provisions of Rule 2(e) of the Schedule Agreement when so promoted; as set forth in Rule 2(e), the employee will not be shown as having seniority until he is qualified on that position. In order to make that determination as promptly as possible, at the time the employee is promoted to the rank of A-1 or B-1 foreman, the appropriate supervisor will determine whether or not that employee is qualified as a flagging foreman, and if determined to be flagging qualified, the employee's name shall also be added to the flagging foreman seniority roster.

You also discussed problems which resulted from delays in assigning an employee to a flagging foreman position after he was assigned the position by bulletin. These delays have been caused by the contractor's inability to begin work on the starting date projected at the time the position is bulletined. It was therefore agreed that, in bulletining flagging foreman positions under Rule 11, the bulletin would advise the employee of the anticipated date the position would be available but would indicate that this date is subject to change based on the availability of the contractor. A sample of the language to be used concerning the date

Mr. D. E. DeLoach
H-265-361 -- September 12, 1986
page 2

would be "on or after May 1, 1986, subject to the availability of the project contractor." It was further understood that in the event that the flagging foreman position could not be filled on the date specified in the bulletin (May 1, 1986 in the above example), the provisions of Rule 12(e) requiring the employee to take the position within fifteen days of assignment would not be applied. In lieu thereof, the successful applicant will remain on the position or assignment last held until advised to take the flagging foreman position; 72-hour notice will be given. If the successful applicant is delayed from taking the position in excess of fifteen (15) days from the date assigned by bulletin, he may thereafter notify Carrier in writing of his desire to remain on his position or assignment last held. In such event, the flagging foreman position will be rebulletined.

If the foregoing accurately sets forth the understanding reached, please sign in the appropriate space provided below and return the original of this letter to me for my files, keeping the copy for your records.

Very truly yours.

R. C. Steele, Jr.

R. C. Steele, Jr.

D. E. DeLoach
D. E. DeLoach, General Chairman
Brotherhood of Maintenance of
Way Employees



Norfolk Southern Corporation
Labor Relations Department
223 East City Hall Avenue
Norfolk, Virginia 23510-1728
804 629-2470

July 16, 1991

MW-MACN-90-6-LM-344

Mr. J. S. McCormick
General Chairman, BMW
20464 Catawba Ave., Suite G
P.O. Box 2003
Cornelius, NC 28031

Dear Mr. McCormick:

This confirms our discussion in conference on June 25, 1991, concerning the grievance entered because flagging foremen positions on the GS&F District were bulletined as Southeast Region positions.

During our discussions, we agreed that while you, former General Chairman DeLoach, and I were negotiating the Flagging Foreman Agreement, the issue of whether these would be district or regional positions was never discussed. Therefore, the agreement does not place any restriction on the manner in which these positions are established. On the other hand, however, we recognized that employees desire to work close to home whenever possible. I also advised you that I had been informed that the reason that these positions had been bulletined as regional was due to the fact that Carrier had been receiving insufficient applications for these positions when they were bulletined as district positions. As a result, Division Engineer Cooper began to advertise them as regional. However, we both recognized that off-district employees could apply for district bids and could be assigned, in relative seniority order, if no employees on that district bid on the position.

At the conclusion of our discussion, I assured you that since flagging foremen usually are assigned to a project at a single location, it was not Carrier's intent to routinely bulletin these positions on a regional basis. We concurred that this did not preclude Carrier from doing so in unusual circumstances, such as, but not limited to, situations where a project was of a type that moved over the territory or where sufficient employees were not available on a single district to fill all positions.

Mr. J. S. McCormick
July 16, 1991
MW-MACN-90-6-LM-344
P. 2

Under the circumstances and based on the above understanding, we agreed to close our file.

Yours truly,



L. F. Miller, Jr.
Assistant Director
Labor Relations



Norfolk Southern Corporation
Labor Relations Department
223 East City Hall Avenue
Norfolk, Virginia 23510-1728
804 629-2470

March 6, 1992

AG-MW-101

Mr. G. L. Cox
General Chairman, BMW
20464 Catawba Ave., Suite G
P.O. Box 2003
Cornelius, NC 28031


Dear Mr. Cox:

This confirms our telephone conversation today concerning the situations where flagging foreman positions are bulletined, assigned, and the successful bidder begins working the position; later, due to a variety of reasons, the position has periods of inactivity. The question arose as to when, or if, the position had to be rebulletined due to the inactive periods.

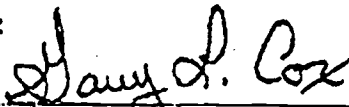
At the conclusion of our discussion, it was understood that when flagging foreman positions are bulletined, a notation in the bulletin would indicate "Periods of Inactivity." The successful applicant would continue to be assigned to that position, notwithstanding the provisions of Rule 10 (d) or the number or length of the period(s) of inactivity, until that flagging foreman position is abolished or until the incumbent bids on and is assigned to another position.

If the foregoing correctly reflects our understanding, please so signify in the space provided below, and return one of these to me for my records.

Yours truly,


L. F. Miller Jr.
Assistant Director
Labor Relations

AGREED:



G. L. Cox, General Chairman, BMW



Norfolk Southern Corporation
Labor Relations Department
223 East City Hall Avenue
Norfolk, Virginia 23510-1728

December 17, 1993

AG-MW-101

Mr. G. L. Cox
General Chairman, BMW
20464 Catawba Ave., Suite G
P. O. Box 2003, Cont. Station
Cornelius, NC 28031

Dear Mr. Cox:

This refers to letter dated March 6, 1992, concerning periods of inactivity for bulletined and assigned Flagging Foremen positions, and our ongoing discussions in resolving various issues involving these matters.

During our discussions, it was agreed that, during such periods of inactivity of Flagging Foremen positions, the following would apply:

1) The incumbent of such position could be placed on an available vacant position or otherwise placed where he could be best utilized on a temporary basis.

a) During such time the incumbent employee would continue to receive the applicable flagging foreman rate of pay.

b) No employee would be entitled to a displacement as a result of such use.

2) Such temporary use will be in a manner which would not unfairly disadvantage either the incumbent employee or the Company, and the employee will not be required to travel excessive distances at his own expense.

3) If the incumbent employee is placed with a gang or assignment which would normally be entitled to away-from-home expenses, the employee would be entitled to appropriate meal and lodging allowances.

4) In the event the flagging foreman assignment remains inactive for more than sixty consecutive days:

a) the employee may retain the flagging foreman position and continue to be utilized elsewhere on a temporary basis, or



Norfolk Southern Corporation
Labor Relations Department
223 East City Hall Avenue
Norfolk, Virginia 23510-1728

William L. Allman, Jr.
Director
Labor Relations
(804) 629-2406

April 12, 1996

AG-MW-101

Mr. G. L. Cox
General Chairman, BMW
20464 Catawba Ave., Suite G
P. O. Box 2003, Cont. Station
Cornelius, NC 28031

Dear Mr. Cox:

This is in reference to our prior discussions concerning the numerous Flagging Foreman positions anticipated to be used on the Northeast Region in 1996.

Because of the particular circumstances involved it was understood that some Flagging Foreman positions initially bulletined to the B&B ranks as a (B-2FF), in the customary manner in accordance with the current agreement governing Flagging Foreman positions, might not receive any bids from qualified applicants in the B&B ranks and in such a case that particular Flagging Foreman position would then be bulletined to the Track Sub-department (as an A-2FF) in accordance with the current agreement governing Flagging Foreman positions.

It was further agreed that for any such Flagging Foreman position referenced above initially bulletined to the B&B as a B-2FF position but, because of not receiving a qualified applicant from the B&B ranks, subsequently bulletined to the Track Sub-department and assigned as an A-2FF position:

- 1) the assignment by bulletin to the A-2FF position would not result in the successful applicant establishing any B&B Sub-department seniority, and
- 2) the Track Sub-department employee assigned to the A-2FF position would be subject to displacement by any employee holding B-2FF seniority on the Northeast Region who subsequently obtained a displacement right.

Mr. G. L. Cox
December 17, 1993
AG-MW-101
Page 2

b) the employee may give the Company (local B&B or Track Supervisor at the end of 45 days) a 15 day written advance notice of his desire to vacate such flagging foreman position - such employee may then exercise a displacement right to another flagging foreman position or return to his former position in another rank.

The parties recognize that there may be special circumstances which may arise as to the intent and application of this understanding in individual cases. Any such incidents will be handled by the parties for satisfactory resolution.

Please indicate your concurrence by signing in the space below and returning a copy for our files.

Yours truly,

W. L. Allman, Jr.

By: E. N. Jacobs, Jr.
Assistant Director
Labor Relations

Agreed:

David L. Cox
General Chairman, BMW

**Carrier Guidelines
for
Displacement &
Qualifications**

ATLANTA, GA -January 12, 1989
111-258

TO ALL SOUTHERN ~~RAILWAY~~ SYSTEM BMW EMPLOYEES:

In order to provide a uniform manner for displacing junior employees, the following procedure is to be followed:

SYSTEM GANGS

If you have a displacement right and wish to displace on a System Gang (Rail, Surfacing, or T&S Gang), you must call Ms. Hattie Horton (phone 404-529-1407) or Ms. Ann White (phone 404-529-1406) on WEDNESDAY by 3:00 PM Eastern Time to arrange the displacement. If you are able to find a junior employee to displace, you will then be allowed to displace on the System Gang on the first work day of the next week. Supervisor will then notify employee being displaced before end of the current work week.

LINE MAINTENANCE AND B&B

Gangs without Fixed Headquarters

If you have a displacement right and KNOW of a junior employee that you wish to displace on a Line Maintenance or B&B gang without a fixed headquarters, you are to arrange direct with the appropriate division engineer's, b&b supervisor's, or general b&b supervisor's office. The appropriate office will verify you are in fact senior and if applicable, qualified to displace. If you DO NOT know of anyone that you can displace on a Line Maintenance or B&B gang, you must contact Ms. Horton or Ms. White to determine whether you may have rights to displace.

However, you must arrange with the appropriate individual prior to noon on Thursday in order that the displaced employee can be advised prior to the end of the work week. You are then allowed to displace on a Line Maintenance or B&B gang without a fixed headquarters on the first work day of the next week.

Gangs with a Fixed Headquarters

If you have a displacement right and KNOW of a junior employee that you wish to displace on a Line Maintenance or B&B gang with a fixed headquarters, you are to arrange direct with the appropriated division engineer's, b&b supervisor's, or general b&b supervisor's office. The appropriate office will verify you are in fact senior and if applicable, qualified to displace. If you DO NOT know of anyone that you can displace on a Line Maintenance or B&B gang, you must contact Ms. Horton or Ms. White to determine whether you may have rights to displace.

However, you must arrange with the appropriate individual prior to noon the day before you wish to displace in order that the displaced employee can be advised prior to the end of the work day. You will then be allowed to displace on a Line Maintenance or B&B gang with a fixed headquarters on the next work day.

TO ALL SOUTHERN RAILWAY BMWV EMPLOYEES:
January 12, 1989
page 2

The procedure of only allowing you to displace to gangs without a fixed headquarters on the first work day of each work week is for the protection of the employee that is working. Often, these gangs are a great distance from the working employee's home and several employees travel together. If such an employee is displaced mid-week, he may not have any transportation home or a place to stay until he can return home.

If you are working (and have not been displaced) you have NO right to displace a junior employee. Also you must be qualified for the position on which you wish to displace. For example, if you are an A-3 machine operator only qualified on a ballast regulator, you cannot displace another A-3 machine operator who is working and qualified on a tamper, even if the tamper operator is junior to you.

If you are recalled to a gang that is later bulletined, and you wish to continue to work the position, you MUST bid the position. If you do not bid the position, and the position is awarded to a junior employee, you CANNOT displace any junior employee on that gang. You can only displace to another gang, claim a vacancy, or bid another position.



H. L. Rose
AVP - Maintenance

pc: Division Engineers (SOU):
General Division Engineers (SOU):
General B&B Supervisors (SOU):
System Gang Supervisors (SOU):
Mr. J. O. Lamkin:
Mr. H. L. Norris:

Arrange to quickly post this notice on all Southern Railway MW&S bulletin boards.

HLR

pc: Mr. D. E. DeLoach
Mr. L. F. Miller

September 4, 1974 Agreement

**Temporary Transfer of Gangs
from One Seniority Region to
Another Seniority Region**

Southern Railway System

*Personnel Department
Post Office Box 1808
Washington, D.C. 20013*

R. E. LOOMIS
ASSISTANT VICE PRESIDENT,
LABOR RELATIONS

G. N. CERTAIN
SENIOR DIRECTOR OF
LABOR RELATIONS

T. PARKER, JR.
T. C. SHELLER
J. W. STALEY
DIRECTORS OF LABOR RELATIONS

September 4, 1974

920 15TH STREET, N.W.
TELE (202) 628-4460

J. L. FERRELL
T. H. PORTER
R. S. SPENSKI
M. G. STEVENS, JR.
ASSISTANT DIRECTORS
OF LABOR RELATIONS

Mr. T. W. Danner, General Chairman
Brotherhood of Maintenance of Way Employees
P. O. Box 1422
Charlotte, North Carolina 28201

Dear Mr. Danner:

I refer to your meeting in Atlanta, Georgia on August 12, 1974 with Mr. M. G. Stevens, Jr., Assistant Director of Labor Relations, and Mr. M. L. Denton, Chief Engineer, System Gangs, concerning the temporary transfer of gangs from one seniority region to another seniority region.

During the meeting referred to above, it was agreed between you that the following procedure be followed when necessary to temporarily transfer a gang from one seniority region to another seniority region:

- (1) Except in emergency at least two weeks (work weeks) advance notice in writing shall be given employees in a gang to be temporarily transferred to a different seniority region. Such notice shall state the number of the gang, the effective date of transfer and the region to which gang is to be temporarily transferred, as well as the approximate number of days the gang will be used off its region.
- (2) Except in cases where such transfer will place an undue burden or hardship on an individual employee (exceptions to be subject to approval by the chief engineer, system gangs), all employees shall transfer and remain with the gang for the first 30 calendar days of the temporary transfer.
- (3) Employees temporarily transferred to a different seniority region under (1) and (2) above may elect to remain with the gang for the entire period of the temporary transfer unless displaced under (6) below.

Mr. Danner

Page 2

September 4, 1974

(4) Employees who desire to return to their seniority region at the expiration of the 30 calendar day period provided for in (2) above may do so provided they give at least two weeks (work weeks) advance notice in writing prior to expiration of such 30 calendar day period which shall be addressed to the Chief Engineer, System Gangs, Southern Railway Company, 99 Spring Street, Atlanta, Georgia, 30303. Upon their return to their seniority region, they may exercise a displacement right or bid on existing vacancies or new positions in accordance with agreement rules.

(5) Employees who transfer to a different seniority region as provided above shall be entitled to the special allowances provided for in Rule 8, Transportation - Special Allowance, while so used.

(6) Positions in the gang temporarily transferred in accordance with the above, shall be bulletined to employees on the region to which transferred as temporary positions within five days from the effective date of such transfer and job assignments will be made on or before expiration of thirty calendar days from date of the temporary transfer. Bulletin shall identify the gang being transferred, list the number of positions therein by rank or classification, specify whether gang is to be used on a district or regional basis, and shall state the approximate number of days the temporary positions will be in existence. Employees transferring with the gang who may be displaced under the provisions of this paragraph will be privileged to return to their seniority region and exercise a displacement right or bid on existing vacancies or new positions.

(7) Upon completion of the temporary work and return of the gang to the seniority region from which transferred, employees assigned to temporary positions under (6) above may place themselves in accordance with the provisions of the agreement. Any existing vacancies in the gang upon return to the region from which transferred shall be bulletined in the usual manner in accordance with the provisions of the agreement.

If the above correctly reflects the discussion and understanding reached in connection with these matters at the August 12, 1974 meeting in Atlanta and you desire to accept this letter as an agreement between us covering temporary transfer of gangs from one seniority region to another, will you please so signify by signing your name in the space provided below and returning the letter to me for my record. You may accordingly retain the attached copy of this letter for your record. The agreement shall be applicable to gangs temporarily transferred on and after September 16, 1974.

Very truly yours, 

Assistant Vice President,
Labor Relations


General Chairman

Transfer of Seniority



Norfolk Southern Corporation
Labor Relations Department
223 East City Hall Avenue
Norfolk, Virginia 23510-1728
804 629-2470

R. C. Steele, Jr.
Assistant Vice President
W. L. Allman, Jr.
T. H. Mullenix, Jr.
D. N. Ray
Directors

September 27, 1989

Mr. J. S. McCormick
General Chairman, BMW
P. O. Box 32504
Charlotte, North Carolina 28232

Dear Mr. McCormick:

This concerns our August 21, 1989 discussion in Atlanta concerning the appropriate seniority date established by P. E. Johnson on the AGS Seniority District, Southwest Region.

Mr. Johnson originally established Southeast Region seniority on the Birmingham-Mobile Division in 1982. In 1987, he bid on and was assigned a position on the AGS Seniority District, first working that position on December 18, 1987. Sometime in calendar year 1988, he requested that he be allowed to transfer seniority from the Birmingham-Mobile District to the AGS District. That request bounced around several levels of supervision before being referred to M. B. Mitchell for final resolution.


In our discussion, we recognized that employees do not automatically establish seniority on another region or district simply by being assigned to a second region or district by bulletin; the intent of the agreement being that while an employee establishes and maintains seniority on a single district and region, he may, through the bulletin process or otherwise, under certain circumstances, work on any of the four regions or twelve districts. However, in this case, Mr. Johnson formally requested to transfer seniority districts effective the day he began working on the new district.

Under the unique circumstances involved, it was agreed that P. E. Johnson would give up his 1982 seniority date as presently shown on the Birmingham-Mobile seniority district and he would be shown on the seniority roster as having a December

Mr. J. S. McCormick
September 27, 1989
P. 2

18, 1987 seniority date on the AGS Seniority District. If the foregoing correctly sets forth our understanding, please so signify in the space provided below and return this letter to me for my file.

Yours truly,


L. F. Miller, Jr.
Assistant Director
Labor Relations

I CONCUR:



J. S. McCormick, General Chairman, BMW

Failure to Bid Position(s)

Southern Railway System

Personnel Department
185 Spring Street, S.W.
Atlanta, Georgia 30303

A. S. SPENSKI
ASSISTANT VICE PRESIDENT
LABOR RELATIONS
D. R. JOHNSON
D. N. RAY
M. G. STEVENS, JR.
DIRECTORS OF LABOR RELATIONS

April 17, 1984

H-265-332

TEL: (404) 523-2354
W. R. MALLARD
L. F. MILLER, JR.
T. H. MULLENIX, JR.
K. J. O'BRIEN
J. W. STALEY
ASSISTANT DIRECTORS
OF LABOR RELATIONS

Mr. D. E. DeLoach, General Chairman
Brotherhood of Maintenance of Way Employees
P. O. Box 32504
Charlotte, North Carolina 28232

Dear Mr. DeLoach:

This refers to our several conversations, the last being April 12, 1984, concerning the assignment of positions on Gang TM-433.

The situation involved vacancies which were bulletined and were being filled temporarily by employees who did not choose to bid on the bulletined vacancies. After the assignments were filled by bulletin, the employees who had been temporarily filling them attempted to exercise a displacement right on the positions on which they did not bid.

In our discussions, it was agreed that if employees temporarily filling positions fail to bid on such bulletined vacancies, they have waived their displacement right to those bulletined positions and may not roll employees assigned to these vacancies upon which they fail to bid. They may, of course, displace on other positions not so bulletined or bid on other bulletined vacancies under Rule 36. As a result, it is incumbent upon employees assigned to these temporary vacancies to bid on the positions when they are advertised if they wish to retain that position.

Very truly yours,


L. F. Miller, Jr.

Classification of Vehicles



Norfolk Southern Corporation
Labor Relations Department
223 East City Hall Avenue
Norfolk, Virginia 23510-1728

William L. Allman
Director
Labor Relations

November 8, 1994

AG-MW-101

Mr. G. L. Cox
General Chairman, BMWWE
20464 Catawba Ave., Suite G
P. O. Box 2003, Cont. Station
Cornelius, NC 28031

Dear Mr. Cox:

This is to confirm the understanding reached in our prior discussions regarding the classification and rates of employees assigned to operate certain Company "vehicles".

A protest had been specifically raised, in an August 10, 1994 letter, over the bulletining and assigning of a Semi-Tractor Trailer Operator position contained in Bulletin No. TRK-NW-94-46, dated June 13, 1994. In full and final settlement of this matter, it was agreed that the D-2 rank will include the Semi-Tractor Trailer Operator classification (rate of pay of \$14.44 per hour, qualification designated on roster as "Semi") and that this Semi-Tractor Trailer classification will be applicable to the operators of the types of trucks owned by the Carrier as that headquartered in Hot Springs, North Carolina to which the June 13, 1994 bulletin applied. Effective January 2, 1995, any of these Semi-Tractor Trailers not already attached to a position bulletined to the D-2 rank will be rebulletined as a D-2 rank position. Employees currently assigned as operator, or who demonstrate that they have previously been assigned as operator, of these Semi-Tractor Trailers will be considered qualified on the Semi-Tractor Trailer Operator position.

Additionally, effective January 2, 1995 the D-1 rank will include the Truck Crane Operator classification (rate of pay \$14.65, qualification designated on roster as "TBP") which will be applicable to the types of hy-rail truck cranes owned by the Carrier as that which are commonly referred to as a tie bundler pickup machine and have currently been used to load bundled track ties in the Sheffield, Alabama, Knoxville, Tennessee, Atlanta and Columbus, Georgia areas. Any of these Truck Crane Operators not already established as D-1 rank positions will be rebulletined as such on January 2, 1995; employees currently assigned as operators, or who demonstrate that they have previously been assigned as operator, of these hy-rail truck cranes will be considered as qualified on the Truck Crane Operator position.

Mr. G. L. Cox
November 8, 1994
AG-MW-101
Page Two

Finally, effective January 2, 1995, the A-5 rank will include a classification (with rate of pay of \$13.90 per hour) to be applicable to track laborers assigned to operate hy-rail dump trucks of the type currently owned by the Carrier used in conjunction with gradall machines or other ditching operations. Because these hy-rail dump truck drivers will remain in the A-5 rank, the existing positions will not be rebulletined but will be subject to the \$13.90 rate commencing with January 2, 1995.

The parties recognize that there may be special circumstances which may arise as to the intent and application of this understanding in individual cases. Any such incidents regarding the intent and application will be promptly handled by the parties for satisfactory resolution.

Please indicate your concurrence by signing below and returning the original to our office for our file.

Yours truly,

W. L. Allman, Jr.

By: E. N. Jacobs, Jr.
Assistant Director
Labor Relations

Agreed:

G. L. Cox
G. L. Cox, General Chairman

Approved:

Richard A. Lau
R. A. Lau, Vice President, BMW

Drawbridge Tenders

Southern Railway System

*Personnel Department
Post Office Box 1808
Washington, D.C. 20013*

**R. E. LOOMIS
ASSISTANT VICE PRESIDENT
LABOR RELATIONS**

**G. N. CERTAIN
T. PARKER, JR.
J. W. STALEY
DIRECTORS OF LABOR RELATIONS**

February 1, 1973

**920 15TH STREET, N.W.
TEL: (202) 628-4460**

**J. L. FERRELL
T. H. PORTER
R. S. SPENSKI
M. G. STEVENS, JR.
ASSISTANT DIRECTORS
OF LABOR RELATIONS**

**Mr. T. W. Danner, General Chairman
Brotherhood of Maintenance of Way Employes
Charlotte, North Carolina**

Dear Mr. Danner:

In conference here today we discussed the complaint of regularly assigned drawbridge tenders at Seabrook (Industrial Canal), New Orleans, and North Shore (Lake Ponchartrain), La., about the practice of using regular employees of the B&B Sub-department to perform relief work and fill temporary vacancies in drawbridge tender positions; a separate and distinct seniority sub-department.

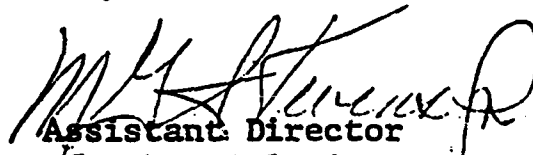
This will confirm our understanding that the above practice of using regular B&B Sub-department employees to fill temporary vacancies, including "tag-end" rest day and vacation relief work, in drawbridge tender positions at Seabrook and North Shore will be discontinued and in lieu thereof the following arrangement will govern:

- (1) An extra drawbridge tender position will be established, by appropriate bulletin, to perform vacation relief work, unassigned or "tag-end" relief work, and fill temporary vacancies in regular drawbridge tender assignments at Seabrook (Industrial Canal) and North Shore, Louisiana.
- (2) The extra drawbridge tender will establish seniority in the Drawbridge Sub-department in accordance with the provisions of Rule 2(a) of the August 4, 1972 Agreement, and as to hours of service, work week, rest days, pay for relief and extra work performed, etc., he will be subject to the provisions of the governing agreement applicable to furloughed, extra and unassigned employees.

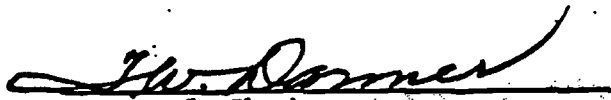
- (3) During weeks in which there is not sufficient relief or extra service available to enable the extra drawbridge tender to make forty hours (five 8-hour shifts) in that work week, such extra employee will report to the Foreman at North Shore, La., and make himself available to perform such extra service in the B&B Sub-department as may be needed to make up to forty straight time hours in that week. While so working, the extra employee's seniority and seniority rights will be confined to the Drawbridge Sub-department.

On days when the extra employee is not available to perform relief or extra work and it is necessary to use regular assigned Drawbridge tenders on an overtime basis, preference will be given to the senior regular employee entitled to such overtime at the drawbridge where the relief or temporary service occurs.

Very truly yours,


Assistant Director
of Labor Relations

AGREED:


General Chairman
Brotherhood of Maintenance
of Way Employees

Dues Deduction Agreement

ADDENDUM TO DUES DEDUCTION AGREEMENT

BETWEEN

NORFOLK SOUTHERN RAILWAY COMPANY

and its employees represented by

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

The parties hereby amend the Dues Deduction Agreement of December 31, 1979 to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following terms and bases:

SECTION 1

(a) Subject to the terms and conditions hereinafter set forth, the Carrier will deduct voluntary political contributions from the wages of any employee who has given his written authorization therefor on the form attached in blank as Appendix A hereto (hereinafter "individual authorization form").

(b) Deductions for voluntary political contributions to a single segregated fund will be made monthly from the wages of employees who have executed individual authorization forms providing for such deductions. The first such deduction as to each such employee will be made in the month following the month in which that employee's form is received by the Carrier, in accordance with the procedure set out in Section 2 below.

(c) Each employee's authorization will remain in effect for a minimum of twelve (12) months and thereafter until cancelled by thirty (30) days advance written notice from the employee to the Brotherhood and the Carrier by registered mail. Changes in the amount to be deducted will be limited to one change in each 12-month period, and any change will coincide with a date on which dues deduction amounts may be changed under the current Dues Check-Off Agreement and will be pursuant to the procedure set out in Section 2 below.

SECTION 2

(a) The General Chairman or his designated representative will furnish the Carrier, with copy to appropriate units of the

Brotherhood, a completed initial statement for each lodge on the form attached in blank as Appendix B (hereinafter "add to deduction schedule form"), showing the monthly amount of voluntary political contribution deduction to be made from the wages of each employee who has authorized such deduction. The initial statement will be accompanied by original individual authorization forms covering such deductions, and payroll deductions in the amounts will commence in the month immediately following the month in which such information is furnished.

(b) Subsequent monthly deductions will be based on the initial statement modified, as necessary, by a completed statement or statements on the forms attached in blank hereto as Appendices B, C (hereinafter "delete from deduction schedule form") and D (hereinafter "amount change in deduction schedule form") showing additions, deletions, and/or changes, as the case may be, in the amounts of such deductions. Such modifying statements will be furnished by the Brotherhood and implemented by the Carrier in the same manner as the initial statement.

(c) Appendices A, B, C, and D referred to above constitute a part of this Addendum. The Organization will have full and sole responsibility for the procurement and execution of these forms by employees pursuant to this Addendum and for the delivery of said forms to the Carrier.

SECTION 3

Monthly voluntary political contribution deductions will be made from wages at the same time that membership dues are deducted from the employee's paycheck.

SECTION 4

Concurrent with making remittance to the Organization of monthly membership dues, the Carrier will make separate remittance of voluntary political contributions to the single segregated fund, Treasurer, Maintenance of Way Political League, in the same manner as it makes remittance of monthly membership dues under the December 31, 1979 Agreement.

SECTION 5

This Addendum to the December 31, 1979 Dues Check-Off Agreement will not take effect where prohibited by applicable law. Where not prohibited by applicable law, this Addendum will not take effect with respect to any individual employee until the employer has been furnished with an individual authorization form executed by that employee.

SECTION 6

To the extent not inconsistent herewith, all rights and responsibilities of the parties under the current Dues Check-Off Agreement will apply as fully to this Addendum as if expressly incorporated herein; deductions originally covered by the Dues Check-Off Agreement will take precedence over deductions covered by this Addendum.

Signed at Norfolk, Va, this 19th day of November, 1996.

FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES

Way D. Coz
General Chairman

FOR THE NORFOLK SOUTHERN
RAILWAY COMPANY

David N. Ray
Assistant Vice President
Labor Relations

A. D. Knight
General Chairman

APPROVED BY

Richard A. Lane
Vice President

**September 10, 1975
Agreement**

Southern Railway System

*Personnel Department
Post Office Box 1808
Washington, D.C. 20013*

R. E. LOOMIS
ASSISTANT VICE PRESIDENT,
LABOR RELATIONS

G. N. CERTAIN
SENIOR DIRECTOR OF
LABOR RELATIONS

T. PARKER, JR.
T. C. SHELLER
J. W. STALEY
DIRECTORS OF LABOR RELATIONS

November 10, 1975

H-265-72

820 15TH STREET, N.W.
TEL: (202) 625-4460

J. L. FERRELL
T. H. PORTER
R. S. SPENSKI
M. G. STEVENS, JR.
S. C. WARFIELD
ASSISTANT DIRECTORS
OF LABOR RELATIONS

Mr. T. W. Danner, General Chairman
Brotherhood of Maintenance of Way Employees
Post Office Box 1422
Charlotte, North Carolina 28201

Dear Mr. Danner:

I refer to a discussion between us some time during the latter part of 1974 concerning a proposal under consideration by Mr. A. M. Cary, Assistant Vice President, MW&S, whereby two of our present track repairmen would be trained to weld by the electric arc process and thereafter be provided with semi-automatic electric arc welding equipment for their use in lieu of the oxyacetylene welding equipment they are currently using.

During our discussion of the above matter, it was recognized that rail welders on Central of Georgia Railroad Company currently weld by means of the electric arc process. Track repairmen on Southern Railway Company and affiliated and subsidiary lines currently perform welding only by use of oxyacetylene welding equipment. Welding necessary to be done by the electric arc process has been performed by outside contractors on Southern Railway Company and affiliated and subsidiary lines under the established and accepted practice throughout the years.

The purpose of the proposal under consideration by Mr. Cary is to test the feasibility and economics of furnishing the two track repairmen with semi-automatic electric arc welding equipment in lieu of the oxyacetylene welding equipment. At the time of our discussion in 1974, we reached the following understanding in the event the

electric arc welding equipment was provided to the two track repairmen and to other track repairmen in the future if results of the tests to be made so dictated:

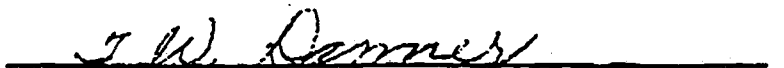
- (1) The furnishing of electric arc welding equipment to some of Carrier's track repairmen will in no way disturb the established practice of long standing whereby outside contractors are used to perform electric arc welding on the property.
- (2) Claims shall not be presented or handled by the Organization that may arise as a result of, or in connection with, Carrier's continued use of outside contractors to perform electric welding on the property in accordance with the established and accepted practice.
- (3) Employees trained in the electric arc welding process and furnished semi-automatic electric arc welding equipment shall be paid the established rate of track repairmen.

For your information, I am advised by Mr. Cary that he intends to initiate this test in the immediate future. If the above correctly reflects your understanding of the Agreement reached between us concerning the furnishing of electric arc welding equipment to some of our track repairmen, will you please so signify by signing your name in the space provided below and returning this letter to me, retaining the attached copy thereof for your record.

Very truly yours,


Assistant Director
of Labor Relations

AGREED:


General Chairman
Brotherhood of Maintenance of Way Employees

**Rule 2(c)(2)
and
Rules 9(c) & 9(f)**

Establishing Seniority - 91 days



Norfolk Southern Corporation
Labor Relations Department
223 East City Hall Avenue
Norfolk, Virginia 23510-1728
804 629-2470

R. C. Steele, Jr.
Assistant Vice President
W. L. Ailman, Jr.
T. H. Mullenix, Jr.
D. N. Ray
Directors

January 12, 1990

CS-MW-1-58-2

Mr. J. S. McCormick
General Chairman, BMWE
P. O. Box 32504
Charlotte, North Carolina 28232

Dear Mr. McCormick:

This confirms our meeting in Atlanta on September 21, 1989 and conversation this date concerning the interpretation of Rule 2(c)2 which provides that employees will gain seniority in a rank after performing ninety (90) days service in the rank, Rule 9(c) which imposes a one (1) year statute of limitation for protesting a seniority roster, and Rule 9(f) which provides an exception to the one (1) year statute of limitation in cases where "an employee's name is omitted from the seniority roster."

In several instances recently, employees have worked in a rank the required ninety (90) days but have failed to advise Carrier of that fact for an extended period of time; the employee later comes forward, over a year after the seniority roster was published which did not show the additional seniority, and is able to show that he did in fact work the requisite period of time. The employee then requests that he be given a seniority date retroactive to the ninety-first (91st) day of actual service in the rank. The latest such incident involved M. E. Richardson, a B&B employee who, by letter dated November 19, 1988, requested he be added to the 1989 B-4 seniority roster with seniority of May 12, 1986, the date Carrier records confirmed was his 91st date of service in the rank.


In our conversation, we concurred that under Rule 9(c), once an employee's name is shown on the roster, he has a one (1) year statute of limitation to protest the correctness of the date on the initial or subsequent seniority rosters; likewise, the time limit applies if an employee's name is erroneously dropped from a subsequent roster. However, for an employee who has established new seniority in a rank and that employee's name is omitted from the roster, Rule 9(f) waives the time limit in such cases; that provision does place the burden of proof on the employee to prove the omission was erroneous.

Mr. J. S. McCormick
January 12, 1990
CS-MW-1-58-2
P. 2

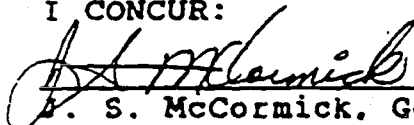
Applying Rules 2 and 9 to Mr. Richardson's situation, he would be entitled to a B-4 helpers seniority date of May 12, 1986, his 91st day of service in the rank, and the protest entered opposing that date is without merit.

If the foregoing correctly sets forth the application and interpretation of the involved rules, please so signify in the space provided below.

Yours truly,


L. F. Miller, Jr.
Assistant Director
Labor Relations

I CONCUR:


J. S. McCormick, General Chairman, BMW

Rule 8 - Side Letters

Southern Railway System

*Labor Relations Department
185 Spring Street, S. W.
Atlanta, Georgia 30303*

R. S. SPENSKI
ASSISTANT VICE PRESIDENT
LABOR RELATIONS
D. R. JOHNSON
M. C. KIRCHNER
D. N. RAY
DIRECTORS OF LABOR RELATIONS

February 24, 1986

MW-827

TEL: (404) 529-2250
J. R. BINAU
L. F. MILLER, JR.
H. R. MOBLEY
T. H. MULLENB, JR.
K. J. O'BRIEN
ASSISTANT DIRECTORS
OF LABOR RELATIONS

Mr. D. E. DeLoach, General Chairman
Brotherhood of Maintenance of Way Employees
P. O. Box 32504
Charlotte, North Carolina 28232

Dear Mr. DeLoach:

This confirms our December 18, 1985 discussion in conference concerning the claim of R. K. Burgess, G. L. Chastain, J. Watt, J. Bollinger and J. W. Waugh for \$10 each for off-district pay.

During our discussion, I reiterated the advice previously given you that, because the gang reported to work at Mooresville, North Carolina and was released from work at the end of their tour of duty at the same location, Rule 8 is not applicable. This rule has long been interpreted to compensate employees for the additional imposition and added expense of working and remaining off-district. From the time this rule was first negotiated in 1972, the understanding has been that when an employee goes on and off duty on his seniority district, the \$10 payment under Rule 8 is not applicable. Such was the case involving these Claimants

For the reasons outlined above and those detailed in our discussion, the claim is without merit. It therefore remains declined in its entirety.

Very truly yours,


L. F. Miller, Jr.

Southern Railway System

*Personnel Department
Post Office Box 1808
Washington, D.C. 20013*

R. S. SPENSKI
ASSISTANT VICE PRESIDENT
LABOR RELATIONS
D. R. JOHNSON
D. N. RAY
C. B. THOMAS
DIRECTORS OF LABOR RELATIONS

September 15, 1983

MW-431
MW-433
MW-440

920 15TH STREET, N.W.
TEL: (202) 383-4000
W. R. MALLARD
L. F. MILLER, JR.
T. H. MULLENIX, JR.
J. W. STALEY
M. G. STEVENS, JR.
ASSISTANT DIRECTORS
OF LABOR RELATIONS

Mr. D. E. DeLoach, General Chairman
Brotherhood of Maintenance of Way Employees
P. O. Box 32504
Charlotte, North Carolina 28232

Dear Mr. DeLoach:

This has reference to our discussions in conference, the last being August 2, 1983, concerning claims covered by our files MW-431, MW-433 and MW-440, requesting payment in behalf of named claimants for the special allowance(s) provided under Rule 8 of the Maintenance of Way Agreement.

The above disputes were presented by you in situations where employees in a gang or force were used temporarily to perform work off their seniority district or region on certain days. On each calendar day so used, the employees reported to and were released at their regular on-district headquarter's location. They were, of course, under pay during the entire period on duty on each of such days and they were transported to and from the off-district or off-region work site by Company vehicles within such on-duty periods. In these circumstances, the employees were not working off their seniority district or region within the meaning and intent of Rule 8, Transportation - Special Allowance, and they are not therefore entitled to payment of the special allowances provided for in that rule.

Your attention has heretofore been directed to the series of meetings held at various points over the System in which the October 1, 1972 MofW Agreement was jointly interpreted by Company and Union representatives. I distinctly recall the above question at issue being raised at the meeting held in Charlotte, North Carolina and Rule 8 was jointly interpreted by the parties at that time as set forth next above. In this regard, I am furnishing copy of this letter to Mr. T. W. Danner, then General Chairman, who participated in behalf of the Organization in making these interpretations. I am sure that he will advise you of his participation and concurrence with the above interpretation of the Agreement.

Mr. D. E. DeLoach
MW-431, MW-433, MW-440
September 15, 1983
page 2

For reasons set forth above and those heretofore given you, the claims are not supported by the Agreement and I therefore confirm my previous declination of the same.

Very truly yours,


M. G. Stevens, Jr.

cc: Mr. T. W. Danner

SUBJECT - Rule 8 - Transportation - Special Allowance - Interpretation

An employee who entered service before October 1, 1972 is entitled to \$10.00 off-district pay when working off his assigned seniority division. An employee who entered service before October 1, 1972 is entitled to \$10.00 off-region when working off his assigned seniority region, this is in addition to \$10.00 off district pay.

An employee who entered service on or after October 1, 1972 is entitled to \$10.00 off-region pay when working off his assigned seniority region. An employee who entered service on or after October 1, 1972 is entitled to off-district pay only when "he is regularly assigned to a gang or position limited by bulletin to working within a seniority district, and he is used off that district". However, Rule 8 does not provide for an employee who started on or after October 1, 1972 to receive both off-district and off-region pay.

Southern Railway System

Labor Relations Department

185 Spring Street, S. W.

Atlanta, Georgia 30303

R. C. STEELE, JR.
ASSISTANT VICE PRESIDENT
LABOR RELATIONS
D. R. JOHNSON
M. C. KIRCHNER
D. N. RAY
DIRECTORS OF LABOR RELATIONS

February 4, 1987

H-265-46

TEL: (404) 529-2250
J. R. BINAU
L. F. MILLER, JR.
H. R. MOBLEY
T. H. MULLENIX, JR.
K. J. O'BRIEN
ASSISTANT DIRECTORS
OF LABOR RELATIONS

Mr. D. E. DeLoach, General Chairman
Brotherhood of Maintenance of Way Employees
P. O. Box 32504
Charlotte, North Carolina 28232

Dear Mr. DeLoach:

This is in reference to our several telephone conversations, the last being February 2, 1987, concerning the application of Rule 8 - Transportation-Special Allowance, of the October 1, 1972 Agreement. The discussions involved the situation where employees go on and off duty at their regular on-district or on-region headquarters' location but, during the work day, perform work off their seniority district or region.

The question whether such employees receive off-district or off-region pay under Rule 8 was brought out during the meetings held at various points over the Southern system when the October 1, 1972 Agreement was first ratified. At that time, Rule 8 was jointly interpreted by former General Chairman Danner and former Assistant Vice President Loomis to grant payment only when employees do not return to their regular on-district or on-region headquarters at the end of the day. As a result, Rule 8 has been interpreted so as not to grant payment when the employee goes on and off duty at his on-district or on-region headquarters, leaves that district or region to perform work during the day, and returns to the headquarters at the end of the work day.

The above interpretation has been followed in the handling of several claims. I call your attention specifically to Carrier files MW-431, MW-433, MW-440, and MW-827. I am attaching a copy of the conference letters concerning each of these claims for your record and information. As you can see, in each instance the employee returned to his district headquarters to go off-duty, and the claims presented were not pursued.

Mr. D. E. DeLoach
H-265-46 -- February 4, 1987
page 2

Based on this understanding reached at the time the Agreement was first ratified, we agreed to follow that early understanding in interpreting Rule 8.

Yours truly,

A handwritten signature in cursive script, appearing to read "L. F. Miller, Jr.", written in dark ink.

L. F. Miller, Jr.

Attachments

January 1, 1985 Agreement

Rule 9 (A)

AGREEMENT

between

SOUTHERN RAILWAY COMPANY
THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY
THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY
THE NEW ORLEANS TERMINAL COMPANY
GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY
CENTRAL OF GEORGIA RAILROAD COMPANY
THE LIVE OAK, PERRY AND SOUTHERN GEORGIA RAILWAY COMPANY
CAROLINA AND NORTHWESTERN RAILWAY COMPANY
THE INTERSTATE RAILROAD COMPANY
ATLANTIC AND EAST CAROLINA RAILWAY COMPANY
THE GEORGIA NORTHERN RAILWAY COMPANY
(Albany and Northern Seniority District)
LOUISIANA SOUTHERN RAILWAY COMPANY
TENNESSEE RAILWAY COMPANY

and their

EMPLOYEES

as represented by

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

- - - - -

IT IS AGREED that, effective January 1, 1985, Rule 9(a) of the Agreement is revised to read as follows:

Rule 9(a). Seniority rosters of employees of each sub-department by seniority regions will be separately compiled. Such rosters will show the name, seniority district, and date of entry of the employees into the rank of the service covered by the rosters. Copies of the rosters

will be kept at convenient places available for inspection by employees interested and will be furnished representatives of the employees affected.

Signed at Atlanta, Georgia this 22 day of Jan., 1985.

FOR THE EMPLOYEES

D. E. DeLoach
D. E. DeLoach
General Chairman, BofMWE

F. E. Wallace
F. E. Wallace
General Chairman, BofMWE

J. W. Pugh
J. W. Pugh
General Chairman, BofMWE

FOR THE CARRIERS

R. S. Spenski
R. S. Spenski
Assistant Vice President,
Labor Relations
Southern Railway Company
The Cincinnati, New Orleans and
Texas Pacific Railway Company
The Alabama Great Southern
Railroad Company
The New Orleans Terminal
Company
Georgia Southern and Florida
Railway Company
Central of Georgia Railroad
Company
Live Oak, Perry and South
Georgia Railway Company
Carolina and Northwestern
Railway Company
The Interstate Railroad Company
Atlantic and East Carolina
Railway Company
The Georgia Northern Railway
Company (Albany and Northern
Seniority District)
Louisiana Southern Railway
Company
Tennessee Railway Company

Rules 10, 11, 12 & 14

Assignment to Positions

Rules 10, 11, 12 & 14

Assignment to Positions

January 17, 1991

AG-MW-101

Mr. J. S. McCormick
General Chairman, BMW
20464 Catawba Ave., Suite G
P.O. Box 2003
Cornelius, NC 28031

Dear Mr. McCormick:

This confirms our January 15, 1991 telephone conversation concerning the application of Rule 12-Promotion to New Positions and Vacancies, and Rule 14-Basis of Promotions, when employees with no seniority in a rank file their applications for vacancies that have been bulletined.

During our conversation, we confirmed that Rule 14 recognized a qualified applicant was given preference over one who lacked sufficient qualifications; it was agreed that in situations where no bidders with seniority in the rank of the position being bulletined bid on the position, the term "seniority" as used in Rule 14 meant seniority in the highest rank below the rank of the position being bulletined. As a result, under Rule 14, qualifications and ability being sufficient, the employee with the superior seniority in the next lower rank below the rank of the position being bulletined would be considered the senior employee.

As an example, if a B-1 Foreman position was bulletined and no employees with B-1 seniority bid on the position, the applicant with the highest B-2AF seniority would be considered senior to employees in lower ranks; likewise, if only employees with B-3 seniority applied for the position, the senior B-3 seniority date would prevail; likewise, a B-3 seniority date would prevail over B-4 or B-5 dates.

I trust this resolves the issue.

Yours truly,

L. F. MILLER, JR:

L. F. Miller, Jr.
Assistant Director
Labor Relations



Norfolk Southern Corporation
223 East City Hall Avenue
Norfolk, Virginia 23510-1728

William L. Allman, Jr.
Director
Labor Relations
(757) 629-2406

May 22, 1998

AG-MW-101

Mr. G. L. Cox
General Chairman, BMW
Southern System Division
P. O. Box 24068
Knoxville, TN 37933

Dear Mr. Cox:

This refers to our previous conversations and correspondence concerning situations where positions are bulletined on a specific seniority district or region and no applications are received from any employees who hold seniority on such seniority district or region, but employees holding seniority on other districts or regions make application.

Under Rules 10, 11, and 12 of the current agreement, the assignment bulletin may indicate that no qualified applicants applied for the position and, consequently, no one was awarded the position. However, it is agreed that the following understanding will govern the assignment by bulletin of an employee who holds the appropriate seniority under the agreement but not the district or the region on which the position was bulletined:

Regional positions

If no employees having seniority on the respective region make application for the position, the position will be awarded to the senior qualified applicant holding seniority on another region.

District positions

If no employees having seniority on the respective district make application for the position, the position will be awarded to the senior qualified applicant, with first preference going to applicants holding seniority on a district within the region on which the district position was advertised and then to applicants holding seniority on another region.

Mr. G. L. Cox
May 22, 1998
AG-MW-101
Page 2

In addition, it is understood that the assignment of the senior applicant, under the above described conditions, will not result in the establishment of seniority on the seniority district or region where the position was advertised. Likewise, such employees can be displaced in accordance with the current agreement by any employee who holds seniority on the seniority district on which the position was advertised, or for regional positions by any employee who holds seniority on the seniority region on which the position was advertised.

With your concurrence this understanding will be put into effect beginning June 1, 1998.

Very truly yours,

W. L. Allman, Jr.

By: E. N. Jacobs, Jr.
Assistant Director
Labor Relations

AGREED:

Gary D Cox
General Chairman, BMW

Rule 34

**Application of Article XIV –
Travel Allowance from
September 26, 1996 Nat'l
Agreement**



Norfolk Southern Corporation
223 East City Hall Avenue
Norfolk, Virginia 23510-1728

William L. Allman, Jr.
Director
Labor Relations
(757) 629-2406

August 11, 1998

NA-96-BMWE-14

Mr. P. R. Beard
General Chairman, BMWE
2665 Navarre Ave. - Suite A
Oregon, OH 43616

✓Mr. G. L. Cox
General Chairman, BMWE
P. O. Box 24068
Knoxville, TN 37933

Mr. T. R. McCoy, Jr.
General Chairman, BMWE
Suite 2-A, Charter Federal Building
2706 Ogden Road, S.W.
Roanoke, VA 24014

Mr. R. L. Taylor
General Chairman, BMWE
Wabash Federation
P.O. Box 696
Moberly, MO 65270-1550

Gentlemen:

This is in reference to our previous discussions and correspondence concerning employees covered by ARTICLE XIV-TRAVEL ALLOWANCE of the September 26, 1996 National Agreement claiming for per diem meal allowance, travel time and/or mileage for change of work points, and Special Allowances.

This confirms our understanding that, with respect to the Application of Section 1 of ARTICLE XIV-TRAVEL ALLOWANCE on Norfolk Southern Railway, employees on covered gangs:

- 1) remain covered by the per diem meal allowance provisions of Rule 43 (I) (a) of the NW-WAB Agreement, Rule 48 of the

Nickel Plate Agreement and Rule 34 (I)(B) of the Southern Agreement.

- 2) who go home over the rest days or rest day-holiday combination will not be allowed any travel time or mileage payment provided in Rule 43 (I)(c) and 43 (I)(e) of the NW-WAB Agreement, Rule 46 (e) of the Nickel Plate Agreement and Rule 34 (I)(C) of the Southern Agreement in connection with employee's work point being changed over a rest day or rest day-holiday combination; but, will remain covered by travel time or mileage payment provided in Rule 43 (I)(c) and 43 (I)(e) of the NW-WAB Agreement, Rule 46 (e) of the Nickel Plate Agreement and Rule 34 (I)(C) of the Southern Agreement in connection with changes during the work week outside of regular assigned hours.
- 3) who do not go home over the rest days or rest day-holiday combination, and thereby do not receive Travel Allowance, will be allowed any travel time or mileage payment provided in Rule 43 (I)(c) and 43 (I)(e) of the NW-WAB Agreement, Rule 46 (e) of the Nickel Plate Agreement and Rule 34 (I)(C) of the Southern Agreement in connection with employee's work point being changed over a rest day or rest day-holiday combination.

Furthermore, this confirms our understanding that, with respect to the Application of ARTICLE XIV-TRAVEL ALLOWANCE on Norfolk Southern Railway, employees on covered gangs will not be paid the Transportation Special Allowance in Rule 43 (II)(f) of the NW-WAB Agreement or the Special Transportation Allowance of Rule 8 in the Southern Agreement.

This understanding is to address application of ARTICLE XIV-TRAVEL ALLOWANCE on NSR and will not be used by either party (or any third party, partisan or neutral) to determine the application of Article XIV on other Carriers. Moreover, we agree that this understanding is without prejudice to either party's position and will not be cited by either party in the Article XIV dispute that was litigated before the United States Court of Appeals for the Seventh Circuit (BMW v. ATSF, et al., Appeal No. 96-4175) and is now pending before the Supreme Court of the United States on petition for writ of certiorari.

Mr. P. R. Beard et al.
August 11, 1998
NA-96-BMWE-14
Page 3

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

W L Allman, Jr.

W. L. Allman, Jr.

I concur:

Paul R. Beard

P. R. Beard, General Chairman

Gary L. Cox

G. L. Cox, General Chairman

T. R. McCoy, Jr.

T. R. McCoy, Jr., General Chairman

R. L. Taylor

R. L. Taylor, General Chairman

Approved:

R. A. Lau

R. A. Lau, Vice President

Rule 43

Southern Railway System

*Personnel Department
Post Office Box 1808
Washington, D.C. 20013*

R. E. LOOMIS
ASSISTANT VICE PRESIDENT
LABOR RELATIONS
R. S. SPENSKI
SENIOR DIRECTOR
OF LABOR RELATIONS
R. R. HAWKINS
C. B. THOMAS
DIRECTORS OF LABOR RELATIONS

November 29, 1982

920 15TH STREET, N.W.
TEL: (202) 383-4000
W. R. MALLARD
L. F. MILLER, JR.
T. H. MULLENIX, JR.
J. W. STALEY
M. G. STEVENS, JR.
ASSISTANT DIRECTORS
OF LABOR RELATIONS

Mr. D. E. DeLoach, General Chairman
Brotherhood of Maintenance of Way Employees
P. O. Box 32504
Charlotte, North Carolina 28232

Dear Mr. DeLoach:

This will confirm the advice given you during our recent discussion of Rule 43 - Promotion to Official Positions. As clearly set forth in Rule 43, employees promoted to official positions who desire to return to a position covered by the Maintenance of Way Agreement are privileged to exercise their seniority by either bidding on vacancies or by exercising a displacement right.

Very truly yours,



Assistant Director
of Labor Relations

Bi-Weekly Payroll



Norfolk Southern Corporation
One Commercial Place
Sovran Center
Norfolk, Virginia 23510-2191
804 629-2684

Robert S. Spenski
Sr. Assistant Vice President
Labor Relations

July 6, 1988

Mr. D. E. DeLoach, General Chairman
BMW, P. O. Box 32504
Charlotte, NC 28232

Dear Mr. DeLoach:

At our recent meeting in Virginia Beach, I briefly spoke about our upcoming plans to coordinate the Payroll Department at Roanoke and to implement a uniform payroll system. I am sure that you recognize that arranging to pay nearly 30,000 employees across a twenty-one state region is a formidable task. When this task is coupled with collective bargaining agreements which require numerous methods for paying employees, the project becomes extremely complex. Therefore, it is evident that we need a uniform payment schedule which will permit the Payroll Department to perform its work more efficiently and will help ensure that employees are paid properly and on time; goals which we all desire.

Attached is a letter from Manager Payroll Accounting Royce Stanford which outlines some of the problems Payroll faces. As Royce points out, the 10-day lag between the end of the pay period and when the pay check is due is the most troublesome area. A change to a 14-day lag where employees would have their time worked reported and 14 days later receive a pay check would vastly improve the system. The 14-day lag would allow Payroll an additional 4 days for receiving, processing and producing a pay check.

There are several benefits to using the 14-day lag. The additional 4 days will help ensure that all time is included in each pay check which will mean more consistent earnings for each employee. A common 14-day pay system will also keep an employee's withholdings consistent from one pay period to another. Finally, it allows additional time for mailing the checks so that an employee receives his check on time.

The Carrier proposes to effect a uniform biweekly pay schedule consisting of a 14-day pay period with a 14-day lag. Those employees who are currently paid weekly or biweekly with a 10-day lag would have their payroll period closing day changed from Tuesday to Friday over four pay periods by backing

the closing day up one day each pay period. Thus, the closing date would be Monday for the first implementation period, Sunday for the second period, Saturday for the third period and Friday, the normal closing day, in the fourth period. This would mean that an employee would have nine days reported for four consecutive biweekly payrolls instead of ten days, until the 14-day pay/lag period was reached.

Since the biweekly closing may be several days apart from the semimonthly closing, we plan to convert semimonthly paid employees at the time that their closing catches up with the Friday biweekly closing. For example, if the biweekly closing was in place on Friday, September 15, 1989, and with that being the same closing for the semimonthly early deferred and deferred, we would at that time convert the semimonthly payrolls to a biweekly payroll without these employees feeling the effects of the conversion.

We will, of course, advise employees of all changes in advance by including an insert with their pay checks. We also plan, in the near future, to offer the opportunity for employees to have their pay deposited electronically in their bank accounts.

We are struggling to compete and remain attractive to investors and it simply is an inefficient business practice to have to waste effort and resources on continuing such a proliferation of payment methods. With our large number of agreements and representatives, the only way we can establish one system is for all representatives to make a genuine effort to cooperate. I would appreciate it if you would give this proposal careful consideration and then sign below and return this letter to me. Bill Allman, (804) 629-2406, is available to discuss the proposal with you.

Thank you for your cooperation.

Very truly yours,



R. S. Spenski

I agree to the changes referred to in this letter.

D. E. DeLoach
General Chairman

JUL 13 1989

March 11, 1994 Agreement

Rate Progression



Norfolk Southern Corporation
Labor Relations Department
223 East City Hall Avenue
Norfolk, Virginia 23510-1728

March 11, 1994

NA-91-BMWE-7

Mr. P. R. Beard
General Chairman, BMWE
712 Second Street
Toledo, OH 43605

Mr. G. L. Cox
General Chairman, BMWE
20464 Catawba Ave., Suite G
P. O. Box 2003, Cont. Station
Cornelius, NC 28031

Mr. J. W. Pugh
General Chairman, BMWE
Suite 2-A, Charter Federal Building
2706 Ogden Road, S.W.
Roanoke, VA 24014

Mr. R. L. Taylor
General Chairman, BMWE
The Office Building
509 W. Rollins Street, Suite 204
Moberly, MO 65270

Gentlemen:

This refers to discussion on March 3, 1994, in Atlanta, GA, concerning our differences regarding the application of Article VII - Rate Progression-New Hires of the February 6, 1992 Imposed Agreement.

It is agreed that, without prejudice to the position of either party and with the understanding that such will not be referred to or cited by either party in any negotiations or arbitration on this property or others, Article VII of the February 6, 1992 Imposed Agreement will not be applicable to BMWE employees on Norfolk Southern Railway Company and Norfolk and Western Railway Company. In lieu thereof, effective April 16, 1994, Article III of the October 17, 1986 National Agreement will not apply to the following positions on NSR and NWR properties covered by BMWE Agreements:

Mr. P. R. Beard, et al
March 11, 1994
Page Two

- Foremen- All Foremen except Assistant and Apprentice Foremen
- Roadway Machine Repairmen, including Leadmen
- Welders (gas, electric, thermit)
 - Track Repairmen (gas, electric)
- Operators of the following machines:
 - Cranes - includes Burro Crane Opr, Clamshell Opr, Crane Opr, Crawler Track Crane Opr (CTC), Dragline Opr, Little Giant Crane Opr, Hoisting Engineer, Locomotive Crane Opr, Lucky Loader Opr, Mobile Crane Opr (hi-rail), Multi-Crane Opr, Pile Driver Engineer, Rail Transposing Machine Opr, Speed Swing Opr, Tractor Shovel Opr, and Truck Crane Opr
 - Backhoe
 - Ballast Regulator
 - Ballast Equalizer
 - Ballast Stabilizer
 - Bulldozer
 - Car Mover (Push Car)
 - Dual Brushcutter/Track Brushcutter
 - Dump Truck - Hi-Rail/Tandem Axle
 - Excavator
 - Front End Loader - End Loaders
 - Gauge Spiker
 - Gradall
 - Grouting Machine/Pumpcrete Machine
 - Jordan Spreader
 - Rail Heater Machine
 - Tampers (that either pull, raise, level, or line)
 - Rail Pick-Up Train
 - Rail Pusher Car
 - Snow Blower (Jet Type)
 - Speno Front End
 - Speno Rear End
 - Spikers (All spikers except walking spikers)
 - Standard Gauge Threader
 - Switch Undercutter
 - Switch Tie Inserter
 - Tie Destroyer Machine
 - Tie Shear Machine
 - Tie Down Machine
 - Tie Plugger Machine (Chemical-type only)
 - Tie Handler/ Tie Crane
 - Power Tie Handler/Bridge Tie Crane
 - TKO/Tie Remover-Inserter
 - Track Liner Shifter Machine (with wire attachment)
 - Tractor Low-Boy (Tractor Trailer)

Mr. P. R. Beard, et al
March 11, 1994
Page Three

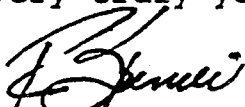
- Tunnel Ditcher
- Vacuum Truck
- Welded Rail Processing Machine/Buffalo Machine
- Wide Gauge Threader
- Yard Cleaning Machine

Should, in the future, the Carrier put into service machines of a type not currently used or referenced herein, the parties will confer as to whether the operator of such machine should be exempt from rate progression. If the parties fail to reach agreement, the matter will be subject to final and binding arbitration at the request of either party.

The parties recognize and agree that this resolution is limited solely to the matter of rate progression and will not be used by either party in any manner with respect to the interpretation or application of any other rule or practice.

Please indicate your agreement by signing in the space provided below.

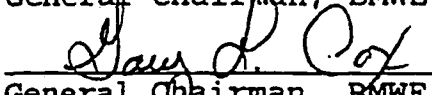
Very truly yours,

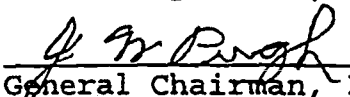


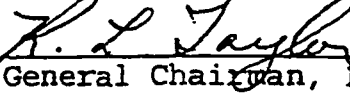
R. S. Spenski
Sr. Assistant Vice President-
Labor Relations
Norfolk and Western Railway Company
Norfolk Southern Railway Company
'Alabama Great Southern Railroad
New Orleans & Northwestern Ry.
Central of Georgia Railroad
Cincinnati, New Orleans & Texas
Pacific Ry.
Georgia Northern Ry.
Georgia Southern and Florida Ry.
New Orleans Terminal Company
St. Johns River Terminal Company
Tennessee, Alabama & Georgia Ry.
Tennessee Railway

AGREED:

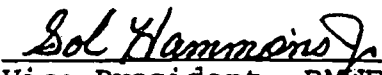

General Chairman, BMWE


General Chairman, BMWE

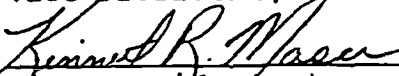

General Chairman, BMWE

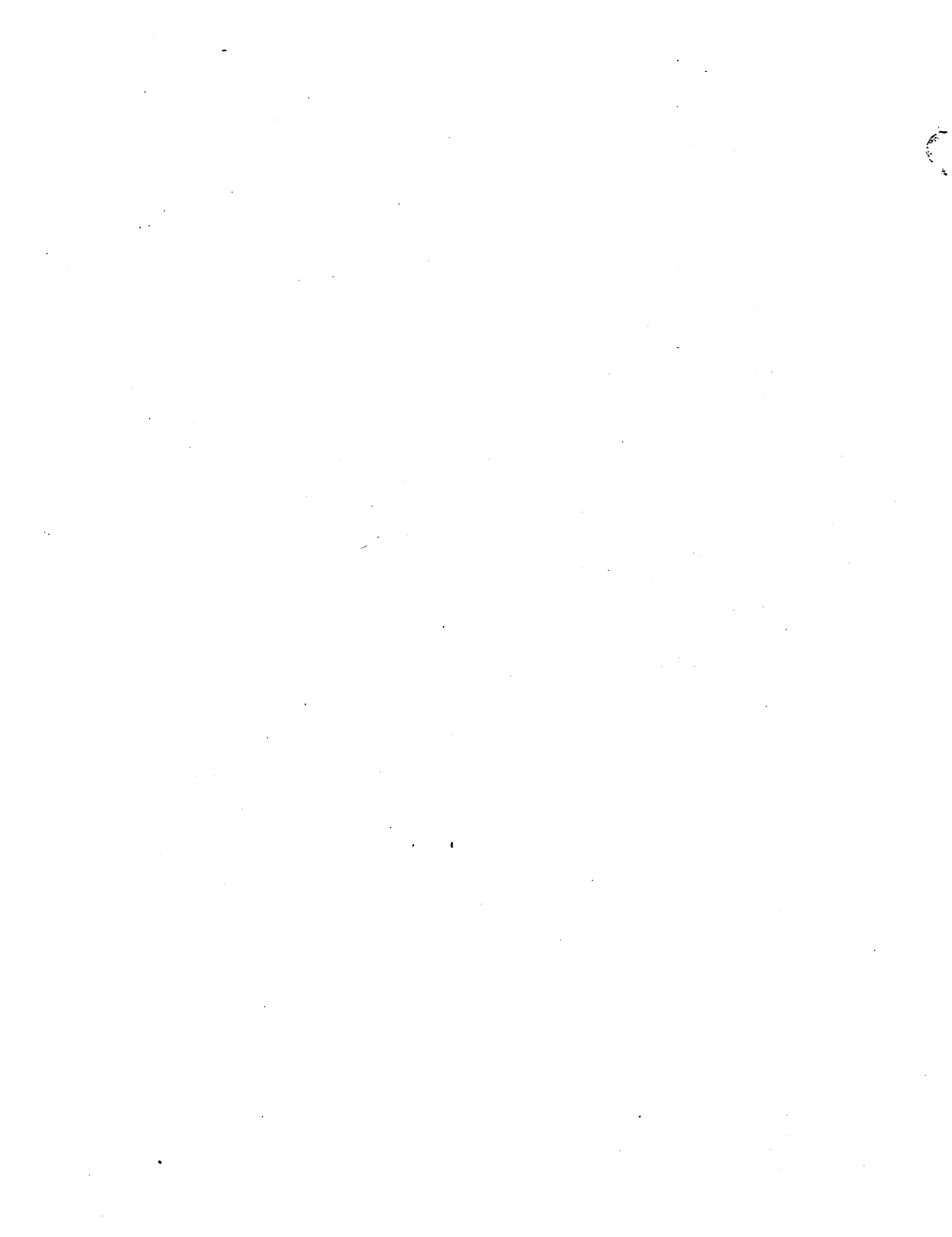

General Chairman, BMWE

APPROVED:


Vice President, BMWE


Vice President, BMWE





Conversion of Monthly-Rated Drawbridge Tenders



Norfolk Southern Corporation
Labor Relations Department
223 East City Hall Avenue
Norfolk, Virginia 23510-1728

William L. Allman, Jr.
Director
Labor Relations
(804) 629-2406

May 1, 1996

CN-MW-1

Mr. G. L. COX
General Chairman, BMW
20464 Catawba Ave., Suite G
P. O. Box 2003, Cont. Station
Cornelius, NC 28031

Dear Mr. Cox:

This will confirm our understanding that effective June 1, 1996 the rate of pay for Drawbridge Tenders positions currently predicated on a monthly rate will be replaced with a rate of pay established as an equivalent hourly rate in the amount of \$13.71 per hour. The Drawbridge Tender positions with current rates of pay not predicated on a monthly rate (McClure, AL - Warrior River and Epes, AL - Tombigbee River, and Lake Pontchartrain Trestle, Seabrook and Pearl River, LA) will retain their current rate of \$13.85 per hour.

It was further understood that all conditions applying generally to hourly-rated positions, such as qualifications for holiday pay, etc., shall apply to all of these hourly-rated bridgetender positions. Also, any future general wage increases will be applied to these rates in the same manner as to any other hourly-rated positions.

Please indicate your concurrence in this matter by signing in the space below and returning a copy of this letter for our files.

Very truly yours,

W. L. Allman, Jr.

By: E. M. Ancochea, Jr.
Assistant Director
Labor Relations

Agreed:

Gay D. Cox
General Chairman

Approved:

Richard A. Lane
Vice President

February 12, 1998 Agreement

**Conversion of Monthly-Rated
Positions**



Norfolk Southern Corporation
223 East City Hall Avenue
Norfolk, Virginia 23510-1728

William L. Allman, Jr.
Director
Labor Relations
(757) 629-2406

February 12, 1998

NA-MW-96-A24

Mr. P. R. Beard
General Chairman, BMW
2665 Navarre Ave. Suite A
Oregon, OH 43616

Mr. G. L. Cox
General Chairman, BMW
P. O. Box 24068
Knoxville, TN 37922

Mr. T. R. McCoy, Jr.
General Chairman, BMW
Suite 2-A, Charter Federal Building
2706 Ogden Road, S.W.
Roanoke, VA 24014

Mr. R. L. Taylor
General Chairman, BMW
Wabash Federation
P.O. Box 696
Moberly, MO 65270-1550

Gentlemen:

This refers to our exchange of letters dated January 12 and 16, 1998, concerning Addendum No. 24 - Monthly Rated Positions of the September 26, 1996 Mediation Agreement.

This will confirm that all existing monthly rates will be converted to hourly rates effective February 1, 1998 by dividing the existing monthly rate by 174.6 with the understanding that other rules or practices that may presently apply to monthly-rated positions remain applicable to the converted positions.

It is further understood that both the conversion and this letter will be without prejudice to either party's position in disputes over such rules or asserted practices. There are no claims pending concerning such rules or practices except those

Mr. P. R. Beard, et al.
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filed by General Chairman Taylor and the conversion and this letter are without prejudice to either party's position in those claims.

Please indicate your concurrence in this matter by signing in the space below and returning a copy for our files.

Very truly yours,

W. L. Allman, Jr.

By: E. N. Jacobs, Jr.
Assistant Director
Labor Relations

AGREED:

J. R. McLaughlin
General Chairman, BMW

Paul R. Beard
General Chairman, BMW

David J. Coz
General Chairman, BMW

Richard L. Taylor
General Chairman, BMW

APPROVED:

Richard A. Love
Vice President, BMW

NATIONAL AGREEMENTS

MEDIATION AGREEMENT A-8853
DATED FEBRUARY 10, 1971, ARTICLE V:
As Amended - October 30, 1978 and September 26, 1996

ARTICLE V - PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

Where employes sustain personal injuries or death under the conditions set forth in paragraph A below, the carrier will provide and pay such employes, or their personal representative, the applicable amounts set forth in paragraph B below, subject to the provisions of other paragraphs in this Article.

A. Covered Conditions -

This article is intended to cover accidents involving employes covered by this Agreement while such employes are operating, riding in, boarding, or alighting from off-track vehicles authorized by the carrier and any accident which occurs while an employee is under pay.

B. Payments to be Made -

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below; the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$300,000
Loss of Both Hands	\$300,000
Loss of Both Feet	\$300,000
Loss of Sight of Both Eyes	\$300,000
Loss of One Hand and One Foot	\$300,000
Loss of One Hand and Sight of One Eye	\$300,000
Loss of One Foot and Sight of One Eye	\$300,000
Loss of One Hand or One Foot or Sight of One Eye	\$150,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a), commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$1,000.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$10,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$10,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employe a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

C. Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employe's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employe, for the benefit of his estate.

D. Exclusions:

Benefits provided under paragraph B shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide, or attempt thereat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound.
- (4) Accident occurring while the employe driver is under the influence of alcohol or drugs, or if an employe passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident.
- (5) While an employe is a driver or an occupancy of any conveyance engaged in any race or speed test;
- (6) While an employe is commuting to and/or from his residence or place of business.

E. Offset:

It is intended that this Article V is to provide a guaranteed recovery by an employe or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employe or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employe or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

F. Subrogation:

The carrier shall be subrogated to any right of recovery an employe or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after May 1, 1971.

It is understood that no benefits or payments will be due or payable to any employe or his personal representative unless such employe, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits

provided in Article V of the Agreement of February 10, 1971,

(employee or personal representative)

agrees to be governed by all of the conditions and provisions said and set forth by Article V."

Savings Clause

This Article V supersedes as of May 1, 1971, any agreement providing benefits of a type specified in paragraph B hereof under the conditions specified in paragraph A hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may be advising the other party in writing by April 1, 1971, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article V in lieu of this Article V.

MEDIATION AGREEMENT

ARTICLE XII - WORKFORCE STABILIZATION

Part A

Section 1 - The February 7, 1965 Agreement

Entitlement to certain elements of job security, currently available under the February 7, 1965 Agreement (Agreement), shall be upgraded, so that employees who have at least ten continuous years of service will be entitled to the protection.

ARTICLE I - PROTECTED EMPLOYEES

(Article I, Section 1 of the Agreement shall be amended to read as follows: (9-26-96)

Section 1 -

All employees, other than seasonal employees, who are in active service and who have or attain ten (10) or more years' of employment relationship will be retained in service subject to compensation as herein provided unless or until retired, discharged for cause, or otherwise removed by natural attrition. For the purpose of this Agreement, the term "active service" is defined to include all employees working, or holding an assignment, or in the process of transferring from one assignment to another (whether or not the date on which such ten or more years of employment relationship is acquired was a work day). An employee who is not regularly assigned on the date the employee is otherwise eligible to achieve protected status under this Section will be deemed to be protected on the first day assigned to a regular position in accordance with existing rules of the BMW Agreement.

(Article I, Section 2, of the February 7, 1965 Agreement shall be amended to read as follows: (9-26-96)

Section 2 -

Seasonal employees, who had compensated service during each of the years 1995, 1996, and 1997 who otherwise meet the definition of "protected" employees under Section 1, will be offered employment in future years at least equivalent to what they performed in 1997 unless or until retired, discharged for cause, or otherwise removed by natural attrition."

Section 3 -

In the event of a decline in a carrier's business in excess of 5% in the average percentage of both gross operating revenue and net revenue ton miles in any 30-day period compared with the average of the same period for the years 1963 and 1964. a reduction in forces in the crafts

represented by each of the organizations signatory hereto may be made at any time during the said 30-day period below the number of employees entitled to preservation of employment under this Agreement to the extent of one percent for each one percent the said decline exceeds 5%. The average percentage of decline shall be the total of the percent of decline in gross operating revenue and percent of decline in net revenue ton miles divided by 2. Advance notice of any such force reduction shall be given as required by the current Schedule Agreements of the organizations signatory hereto. Upon restoration of a carrier's business following any such force reduction, employees entitled to preservation of employment must be recalled in accordance with the same formula within 15 calendar days.

Section 4 -

Notwithstanding other provisions of this Agreement, a carrier shall have the right to make force reductions under emergency conditions such as flood, snowstorm, hurricane, earthquake, fire or strike, provided that operations are suspended in whole or in part and provided further that because of such emergencies the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed. Sixteen hours advance notice will be given to the employees affected before such reductions are made. When forces have been so reduced and thereafter operations are restored employees entitled to preservation of employment must be recalled upon the termination of the emergency. In the event the carrier is required to make force reductions because of the aforesaid emergency conditions, it is agreed that any decline in gross operating revenue and net revenue ton miles resulting therefrom shall not be included in any computation of a decline in the carrier's business pursuant to the provisions of Section 3 of this Article I.

Section 5 -

Subject to and without limiting the provisions of this agreement with respect to furloughs of employees, reductions in forces, employee absences from service or with respect to cessation or suspension of an employee's status as a protected employee, the carrier agrees to maintain work forces of protected employees represented by each organization signatory hereto in such manner that force reductions of protected employees represented by each organization signatory hereto in such manner that force reductions of protected employees below the established base as defined herein shall not exceed six per cent (6%) per annum. The established base shall mean the total number of protected employees in each craft represented by the organizations signatory hereto who qualify as protected employees under Section 1 of this Article I.

ARTICLE II - USE AND ASSIGNMENT OF EMPLOYEES AND LOSS OF PROTECTION

Section 1 -

An employee shall cease to be a protected employee in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to retain or obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreement, or failure to accept employment as provided in this Article. A protected furloughed employee who fails to respond to extra work when called shall cease to be a protected employee. If an employee dismissed for cause is reinstated to service, he will be restored to the status of a protected employee as of the date of his reinstatement.

Section 2 -

An employee shall cease to be a protected employee in the event of his failure to accept employment in his craft offered to him by the carrier in any seniority district or on any seniority roster throughout the carrier's railroad system as provided in implementing agreements made pursuant to Article III hereof, provided, however, that nothing in this Article shall be understood as modifying the provisions Article V hereof.

Section 3 -

When a protected employee is entitled to compensation under this Agreement, he may be used in accordance with existing seniority rules for vacation relief, holiday vacancies, or sick relief, or for any other temporary assignments which do not require the crossing of craft lines. Traveling expenses will be paid in instances where they are allowed under existing rules. Where existing agreements do not provide for traveling expenses, in those instances, the representatives of the organization and the carrier will negotiate in an endeavor to reach an agreement for this purpose.

ARTICLE III - IMPLEMENTING AGREEMENTS

Section 1 -

The organizations recognize the right of the carriers to make technological, operational and organizational changes, and in consideration the protective benefits provided by this Agreement the carrier shall have the right to transfer work and/or transfer employees throughout the system which do not require the crossing of craft lines. The organizations signatory hereto shall enter into such implementing agreements with the carrier as may be necessary to provide for the transfer and use of employees and the allocation or rearrangement of forces made necessary by the contemplated change. One of the purposes of such implementing agreements shall be to provide a force adequate to meet the carrier's requirements.

Section 2 -

Except as provided in Section 3 hereof, the carrier shall give at least 60 days' (90 days in cases that will require a change of an employee's residence) written notice to the organization involved of any intended change or changes referred to in Section are of such a nature as to require an implementing agreement as provided in said Section 1 of this Article whenever such intended change or changes are of such a nature as to require an implementing agreement as provided in said Section 1. Such notice shall contain a full and adequate statement of the proposed change or changes, including an estimate of the number of employees that will be affected by the intended change or changes. Any change covered by such notice which is not made within a reasonable time following the service of the notice, when all of the relevant circumstances are considered, shall not be made by the carrier except after again complying with the requirements of this Section 2.

Section 3 -

The carrier shall give at least 30 days' notice where it proposes to transfer no more than 5 employees across seniority lines within the same craft and the transfer of such employees will not require a change in the place of residence of such employee or employees, such notice otherwise to comply with Section 2 hereof.

Section 4 -

In the event the representatives of the carrier and organizations fail to make an implementing agreement within 60 days after notice is given to the general chairman or general chairmen representing the employees to be affected by the contemplated change, or within 30 days after notice where a 30-day notice is required pursuant to Section 3 hereof, the matter may be referred by either party to the Disputes Committee as hereinafter provided. The issues submitted for determination shall not include any question as to the right of the carrier to make the change but shall be confined to the manner of implementing the contemplated change with respect to the transfer and use of employees, and the allocation or rearrangement of forces made necessary by the contemplated change.

Section 5 -

The provisions of implementing agreements negotiated an hereinabove provided for with respect to the transfer and use of employees and allocation or reassignment of forces shall enable the carrier to transfer such protected employees and rearrange forces, and such movements, allocations and rearrangements of forces shall not constitute an infringement of rights of unprotected employees who may be affected thereby.

ARTICLE IV - COMPENSATION DUE PROTECTED EMPLOYEES

(Article IV, Section 1, of the Agreement shall be amended to read as follows: (9-26-96)

Section 1 -

Subject to the provisions of Section 3 of this Article IV, protected employees who hold regularly assigned positions shall not be placed in a worse position with respect to compensation than the normal rate of compensation for said regularly assigned position as of the date they become protected; provided, however, that in addition thereto such compensation shall be adjusted to include subsequent wage increases."

Section 2 -

Subject to the provisions of Section 3 of this Article IV, all other employees entitled to preservation of employment shall not be placed in a worse position with respect to compensation than that earned during a base period comprised of the last twelve months in which they performed compensated service immediately preceding the date of this Agreement. For purposes of determining whether, or to what extent, such an employee has been placed in total time paid for during the base period will be separately divided by twelve. If his compensation in his current employment is less in any month (commencing with the first month following the date of this agreement) than his average base period compensation (adjusted to include subsequent general time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average time paid for during the base period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the time paid for during the current employment the employee shall be treated as occupying the position producing the highest rate of pay and compensation to which his seniority entitles him under the working agreement and which does not require a change in residence.

Section 3 -

Any protected employee who in the normal exercise of his seniority bids in a job or is bumped as a result of such an employee exercising his seniority in the normal way by reason of a voluntary action, will not be entitled to have his compensation preserved as provided in Sections 1 and 2 hereof, but will be compensated at the rate of pay and conditions of the job he bids in; provided, however, if he is required to make a move or bid in a position under the terms of an implementing agreement made pursuant to Article III hereof, he will continue to be paid in accordance with Sections 1 and 2 of this Article IV.

Section 4 -

If a protected employee fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position he elects to retain, he shall thereafter be treated for the purposes of this Article as occupying the position which he elects to decline.

Section 5 -

A protected employee shall not be entitled to the benefits of this Article during any period in which he fails to work due to disability, discipline, leave of absence, military service, or other absence from the carrier's service, or during any period in which he occupies a position not subject to the working agreement; nor shall a protected employee be entitled to the benefits of this Article IV during any period when furloughed because of reduction in force resulting from seasonal requirements (including lay-offs during Miners' Holiday and the Christmas Season) or because of reductions in forces pursuant to Article I, Sections 3 or 4, provided, however, that employees furloughed due to seasonal requirements shall not be furloughed in any 12-month period for a greater period than they were furloughed during the 12 months preceding the date of this agreement.

Section 6 -

The Carrier and the organizations signatory hereto will exchange such data and information as are necessary and appropriate to effectuate the purposes of this Agreement.

ARTICLE V - MOVING EXPENSES AND SEPARATION ALLOWANCES

In the case of any transfers or rearrangement of forces for which an implementing agreement has been made, any protected employ who has 15 or more years of employment relationship with the carrier and who is requested by the carrier pursuant to said implementing agreement to transfer to a new point of employment, requiring him to move his residence shall be given an election, which must be exercised within seven calendar days from the date of request, to make such transfer or to resign and accept a lump sum separation allowance in accordance with the following provisions:

(Article V, paragraph 2 of the Agreement shall be amended to change the reference of a Four Hundred dollar (\$400) transfer allowance to Eight Hundred dollars (\$800)) (9-26-96)

If the employee elects to transfer to the new point of employment requiring a change of residence, such transfer and change of residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Agreement notwithstanding anything to the contrary contained in said provisions and in addition to such benefits shall receive a transfer allowance of eight hundred dollars (\$800) and five working days instead of the "two working days" provided by Section 10(a) of said Agreement.

If the employee elects to resign in lieu of making the requested transfer as aforesaid he shall do so as of the date the transfer would have been made and shall be given (in lieu of all other benefits and protection to which he may have been entitled under the Protective Agreement and Washington Agreement) a lump sum separation allowance which shall be computed in accordance with the schedule set forth in Section 9 of the Washington Agreement; provided, however, that force reductions permitted to be made under this Agreement shall be in addition to the number of employees who resign to accept the separation allowance herein provided.

Those protected employees who do not have 15 years or more of employment relationship with the carrier and who are required to change their place of residence shall be entitled to the benefits contained in Sections 10 and 11 of the Washington Agreement notwithstanding anything to the contrary contained in such provisions and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400) and 5 working days instead of "two working days" provided in Section 10(a) of said Agreement.

ARTICLE VI - APPLICATION TO MERGERS, CONSOLIDATIONS AND OTHER AGREEMENTS

Section 1 -

Any merger agreement now in effect applicable to merger of two or more carriers, or any job protection or employment security agreement which by its terms is of general system-wide application but which by its terms would apply in the future, may be preserved by the employees representatives so notifying the carrier within sixty days from the date of this agreement, and in that event this agreement shall not apply on that carrier to employees represented by such representatives.

Section 2 -

In the event of merger or consolidation of two or more carriers, parties to this Agreement on which this agreement is applicable, or parts thereof, into a single system subsequent to the date of his agreement, the merged, surviving or consolidated carrier will constitute a single system for purposes of this agreement, and the provisions hereof shall apply accordingly, and the protection and benefits granted to employees under this agreement shall continue in effect.

Section 3 -

Without in any way modifying or diminishing the protection, benefits or other provisions of this agreement, it is understood that in the event of a coordination between two or more carrier as the term "coordination" is defined in the Washington Job Protection Agreement, said Washington Agreement will be applicable to such coordination, except that Section 13 of the Washington Job Protection Agreement is abrogated and the disputes provisions and procedures of this agreement are substituted therefore.

Section 4 -

Where prior to the date of this agreement the Washington Job Protection Agreement (or other agreements of similar type whether applying inter-carrier or intra-carrier) and displacement allowances (or their equivalent or counter parts, if other descriptive terms are applicable on a particular railroad) shall be unaffected by this agreement either as to amount or duration, and allowances payable under the said Washington Agreement or similar agreements shall not be considered compensation for purposes of determining the compensation due a protected employee

under this agreement.

ARTICLE VII - HANDLING OF CLAIMS AND DISPUTES COMMITTEE

WHEREAS, the carriers covered by Article XII, Part A, which are represented by the NCCC ("Covered Carriers" or "Carrier"), and the BMWWE have concluded that the Disputes Committee procedures contained in Article VII of the February 7, 1965 Agreement should be revised, it is hereby

AGREED, that the following procedures will supersede the dispute resolution procedures set forth in and established under Article VII of the February 7, 1965 Agreement as regards any dispute between BMWWE and the Covered Carriers arising under the February 7, 1965 Agreement, as amended.

I. Handling of Claims:

- A. Each Carrier shall designate an officer or officers to receive initial claims arising under either the February 7, 1965 Agreement or the Washington Job Protection Agreement of 1936 ("WJPA"). The Carrier shall notify the Union in writing of the names and addresses of such designated officer or officers. All claims under the provisions of these Agreements shall be presented to the designated officer by the employee or his designated representative within sixty (60) days following the end of the calendar month in which the claim arose. The claim shall be barred if not presented within such period. The designated officer who received the claim shall deny or allow it within sixty (60) days from the date of its receipt. Any denial must be in writing and state the reasons for denial of the claim. If the designated officer fails to respond to the claim within the time provided, the claim shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims.
- B. An appeal (including a request for conference) to the Carrier's highest designated officer to hear such claims may be taken by either the employee or his designated representative anytime up to sixty (60) days after the date of the claim's denial. A failure of the employee or his designated representative to make such an appeal shall close the matter, but this shall not be considered as a precedent or waiver of the contentions of the employee or his designated representative as to other similar claims or grievances.
- C. The parties shall confer regarding the appeal within thirty (30) days following the highest designated officer's receipt of the appeal and such officer shall respond, in writing, to the appeal within sixty (60) days following the date of the appeal conference. If the highest designated officer fails to respond to the appeal within the time provided, the claim shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other

similar claims.

- D. Any appeal denied by the Carrier's highest designated officer may be listed for resolution by the Special Board of Adjustment established in Article II, below. Any such appeal shall be taken within three (3) months of the date of the Carrier's denial of the appeal. A party's failure to list any appeal within the time limits specified in this section shall close that specific claim; however, failure to proceed to arbitration shall not be considered as a precedent or waiver of the contentions of the party as to other similar claims.

II. Arbitration Committee

- A. There shall be established a Special Board of Adjustment, in accordance with Section 3, Second of the Railway Labor Act, which shall be known as Special Board of Adjustment No. ____, hereinafter referred to as the Board. This Board shall have jurisdiction to hear disputes arising under the Agreement of February 7, 1965 in Mediation Case No. 7218, as amended, and the WJPA. The Board shall not have the authority to add contractual terms or to change existing agreements governing rates of pay, rules and working conditions.
- B. The Board shall consist of five members. Two members shall be selected by the Covered Carriers and shall be known as the "Carrier Members". Two members shall be selected by the BMWWE and shall be known as the "Union Members". The third member, who shall be Chairman of the Board shall be a neutral person, unbiased as between the parties. The Carrier Members and the Union Members may be changed at any time by the respective parties designating them upon notice to the other party.
- C. The Carrier and the Union Members shall confer within five days after the date of this Agreement for the purpose of selecting the Neutral Member of the Board. If the party members agree upon the Neutral Member and the person so agreed upon accepts the appointment, then such person shall serve as Chairman of the Board. If, within five (5) days after such first conference, the party members fail to agree upon the Neutral Member, either party may request the National Mediation Board ("NMB") to provide a list of seven (7) potential arbitrators from which the parties shall choose the Neutral Member by alternately striking names from the list, which first strike to be allocated to a party by a coin toss. Neither party shall oppose or make any objection to the NMB concerning a request for such a panel nor shall they do anything to delay the striking process.
- D. The Neutral Member initially chosen shall sit for a term of one year and that member's term may be renewed in one year increments by agreement of the parties. Should the parties desire to change the Neutral Member, the procedures

set forth in Section C, above shall be followed and the newly chosen Neutral Member shall sit for a term of one year and his or her term may be renewed in one year increments by agreement of the parties.

- E. The Compensation and expenses for the Carrier Members shall be borne by the Carriers. The compensation and expenses of the Union Members shall be borne by the BMW. The compensation and expenses of the Neutral Member and all other expenses shall be borne half by the Carriers and half by the BMW.

III. Arbitration Procedures

- A. The employee or his designated representative may list a dispute for resolution before the Board by filing with the Carrier Members and the Chairman a notice of intent to submit an *ex parte* submission on the matter. The notice of intent must be filed within the time limits set forth in Article ID, above. The parties must exchange their submissions within sixty (60) days following the filing of the notice on intent.
- B. The Board, upon its own motion, may accept and consider evidence relevant to the dispute not part of the handling of the dispute on the Carrier's property.
- C. The Board shall conduct hearings whenever five (5) disputes have been listed or whenever six (6) months has elapsed since the last hearing and at least one dispute between the parties has been listed, whichever occurs first. Oral hearings are required on every dispute unless waived by the moving party. Parties to a hearing may be represented by counsel.
- D. The Board shall issue a written award in the case submitted to it within thirty (30) days following the close of the hearing. Any three members of the Board shall be competent to render an award. Copies of the award shall be furnished to the parties to the dispute.
- E. The Board shall have jurisdiction to render an interpretation of any award issued by it, provided that, any request for an interpretation must be filed, in writing, with the Board within ninety (90) days following the date of the award.
- F. Awards of the Board shall be final and binding, subject to judicial enforcement or review under the provisions of Section 3 First (p) and (q), of the Railway Labor Act.

APPENDIX " _ " "

The following represents a synthesis in one document, for the convenience of the parties, of certain commonly referred to rules in the October 30, 1978, December 11, 1981, October 17, 1986, February 6, 1992 and September 26, 1996 National Agreements, with appropriate source identifications.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any national provision, the terms of the appropriate national agreement shall govern.

OCTOBER 30, 1978 NATIONAL AGREEMENT

"ARTICLE III - VACATIONS

Insofar as applicable to the employees covered by this Agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, that Agreement is further amended effective January 1, 1979, by substituting the following Article 1(c) and (d) for the corresponding provisions contained in Section 1 of Article IV of the Agreement of February 10, 1971:

(c) Effective with the calendar year 1979, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has nine (9) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of nine (9) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1979, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eighteen (18) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eighteen (18) of such years, not necessarily consecutive."

"ARTICLE V - JURY DUTY

Article V-A - Jury Duty of the Agreement of February 10, 1971, is amended to read as follows:

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

(1) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

(3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

(4) When an employee is excused from railroad service account of jury duty the carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

(5) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days on which jury duty:

(a) ends within four hours of the start of his assignment; or

(b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.

(6) On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

This Article shall become effective fifteen (15) days after the date of this Agreement."

"ARTICLE VII - BEREAVEMENT LEAVE

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision."

"ARTICLE XI - APPLICATION FOR EMPLOYMENT

Section 1 - Probationary Period

Applications for employment will be rejected within sixty (60) calendar days after seniority date is established, or applicant shall be considered accepted. Applications rejected by the carrier must be declined in writing to the applicant.

Section 2 - Omission or Falsification of Information

An employee who has been accepted for employment in accordance with Section 1 will not be terminated or disciplined by the carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the carrier had had timely knowledge of it."

DECEMBER 11, 1981 NATIONAL AGREEMENT

"ARTICLE III - VACATIONS

Insofar as applicable to the employees covered by this Agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, that Agreement is further amended effective January 1, 1982, by substituting the following Article 1(c) and (d) for the corresponding provisions contained in Article III of the Agreement of October 30, 1978:

(c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such

period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive."

"ARTICLE IV - HOLIDAYS

Effective January 1, 1983, Article II of the Agreement of August 21, 1954, as amended, insofar as applicable to the employees covered by this Agreement, is hereby further amended in the following respects:

(a) Add the day after Thanksgiving Day and substitute New Year's Eve (the day before New Year's Day is observed) for Veterans Day.

(b) The holiday pay qualifications for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

(c) In addition to their established monthly compensation, employees performing service on the day after Thanksgiving Day on a monthly rated position (the rate of which is predicated on an all-service performed basis) shall receive eight hours pay at the equivalent straight time rate, or payment as required by any local rule, whichever is greater.

(d) A monthly rated employee occupying a 5-day assignment on a position with Friday as an assigned rest day also shall receive eight hours' pay at the equivalent straight time rate for the day after Thanksgiving Day, provided compensation paid such employee by the carrier is credited to the work days immediately preceding Thanksgiving Day and immediately following the day after Thanksgiving Day.

(e) Except as specifically provided in paragraph (c) above, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on

a holiday are extended to apply to the day after Thanksgiving Day and New Year's Eve (the day before New Year's Day is observed) in the same manner as to other holidays listed or referred to therein."

"ARTICLE X - PERSONAL LEAVE

Section 1

A maximum of two days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982 shall be entitled to one day of personal leave in subsequent calendar years;

Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1, 1982 shall be entitled to two days of personal leave in subsequent calendar years.

Section 2

- (a) Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.
- (b) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
- (c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The carrier will have the right to distribute work on a position vacated among other employees covered by the agreement with the organization signatory hereto.

Section 3

This Article shall become effective on January 1, 1982 except on such carriers where the organization representative may elect to

preserve existing local rules or practices pertaining to personal leave days and so notifies the authorized carrier representative on or before such effective date."

OCTOBER 17, 1986 NATIONAL AGREEMENT

"ARTICLE III - RATE PROGRESSION - NEW HIRES

Article XI of the December 11, 1981 National Agreement and all other local rules governing entry rates are eliminated and the following provisions are applicable:

Section 1 - Service First 60-Months

Employees entering service on and after the effective date of this Article on positions covered by an agreement with the organization signatory hereto shall be paid as follows for all service performed within the first sixty (60) calendar months of service:

(a) For the first twelve (12) calendar months of employment, new employees shall be paid 75% of the applicable rates of pay (including COLA).

(b) For the second twelve (12) calendar months of employment, such employees shall be paid 80% of the applicable rates of pay (including COLA).

(c) For the third twelve (12) calendar months of employment, such employees shall be paid 85% of the applicable rates of pay (including COLA).

(d) For the fourth twelve (12) calendar months of employment, such employees shall be paid 90% of the applicable rates of pay (including COLA).

(e) For the fifth twelve (12) calendar months of employment, such employees shall be paid 95% of the applicable rates of pay (including COLA).

(f) Employees who have had an employment relationship with the carrier and are rehired will be paid at established rates after completion of a total of sixty (60) months' combined service.

(g) Service in a craft not represented by the organization signatory hereto shall not be considered in determining periods of employment under this rule.

(h) Employees who have had a previous employment relationship with a carrier in a craft represented by the organization signatory hereto and are subsequently hired by another carrier shall be

covered by this Article, as amended. However, such employees will receive credit toward completion of the sixty (60) month period for any month in which compensated service was performed in such craft provided that such compensated service last occurred within one year from the date of subsequent employment.

(i) Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension, or dismissal shall not count toward completion of the sixty (60) month period.

Section 2 - Preservation of Lower Rates

Agreements which provide for training or other reduced rates that are lower than those provided for in Section 1 are preserved. If such agreements provide for payment at the lower rate for less than the first sixty (60) months of actual service, Section 1 of this Article will be applicable during any portion of that period in which such lower rate is not applicable.

Section 3 - Savings Provision

This Article shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date."

(See subsequent amendment in Article VII of
the February 6, 1992 Imposed Agreement)

"ARTICLE IV - TERMINATION OF SENIORITY

The seniority of any employee whose seniority under an agreement with BMW is established after the date of this Agreement and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

The '365 consecutive days' shall exclude any period during which a furloughed employee receives compensation pursuant to an I.C.C. employee protection order or an employee protection agreement or arrangement.

This Article shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date."

"ARTICLE VII - SENIORITY RETENTION

Section 1

Effective October 17, 1986, all employees promoted subsequent thereto to official, supervisory, or excepted positions from crafts or classes represented by BMW shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.

Section 2

Employees promoted prior to October 17, 1986, to official, supervisory, or excepted positions from crafts or classes represented by BMW shall retain their current seniority but shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.

Section 3

This Article shall become effective on the date of this Agreement except on such carriers where the organization representative may elect to preserve existing rules pertaining to employees retaining seniority after promotion to an official, supervisory, or excepted position and so notifies the authorized carrier representative within thirty (30) days following the date of this Agreement."

FEBRUARY 6, 1992 IMPOSED AGREEMENT

"ARTICLE VII - RATE PROGRESSION - NEW HIRES

(a) Article III of the October 17, 1986 National Agreement is amended by adding the following provision to Section 1:

(j) This Section shall not apply to foremen, mechanics and production gang members operating heavy, self-propelled equipment that requires skill and experience. Generally speaking, those excluded would occupy the highest rated positions, while those included would occupy lower rated positions. This Section shall continue to apply, however, to a production gang employee who operates machines that require less skill and experience, such as non self-propelled, hand-held, or portable machines.

(b) If the parties on a carrier are unable to agree as to whether a particular production gang assignment is subject to Article III, Section 1 (j) of the October 17, 1986 National Agreement, it may be referred to the Interpretation Committee established under Article XVIII of this Agreement."

(See subsequent amendment in Article IV of the September 26, 1996 National Agreement)

"ARTICLE VIII - WORK SITE REPORTING

Paid time for production crews* that work away from home shall start and end at the reporting site designated by the appropriate supervisor by the end of the previous day, provided the reporting site is accessible by automobile and has adequate off-highway parking. If a new highway site is more than 15 minutes travel time via the most direct highway route from the previous reporting site, paid time shall begin after fifteen minutes of travel time to the new reporting site from the carrier-designated lodging site for it, and from the new reporting site to the carrier-designated lodging site for it, on the first day only of such change in the reporting site.

In order that there shall be no duplication, time paid for in accordance with this Article shall not be included in determining compensation that may otherwise be due an employee for travel time under the Award of Arbitration Board No. 298, as amended, or similar provisions.

*/ Production crews include all supporting BMW employees who are assigned to work with, or as part of, a production crew."

(See subsequent amendment in Article XVII of the September 26, 1996 National Agreement)

"ARTICLE IX - STARTING TIME

Section 1 - Production Crews

The starting times for production crews* shall be between 4:00 a.m. and 11:00 a.m. and shall not be changed without thirty-six hours notice, except that forty-eight hours notice shall be given for a change which is greater than four hours. Starting times shall remain in effect for at least five consecutive days. The BMW may contest the creation of new starting times through the arbitration procedure set forth in Article XVI. If a carrier wishes to start a crew so early that a convenient restaurant is not open, or end work so late that a meal cannot be obtained, it will be the responsibility of the carrier to provide a meal to those employees at the work site or other place appropriate, convenient and safe to its employees.

Section 2 - Alternative Flexible Starting Times

Other starting times may be agreed upon by the parties for production crews* or for regular assignments involving service which is affected by environmental conditions or governmental requirements or for work that must be coordinated with other operations in order to avoid substantial loss of right of way access time; however, no production crew* or regular assignment shall have a starting time between midnight and 4:00 a.m. If the parties fail to agree on such other starting times, the matter may be referred to arbitration in the manner described in Article XVI. Similar notice requirements regarding starting times, as described above, shall apply.

*/ Production crew include supporting BMW forces who are directly involved. However, 'directly involved' should be given the narrowest possible construction consistent with the efficient operation of the production crew."

"ARTICLE X - ALTERNATIVE WORK WEEK AND REST DAYS

(a) Production crews* may be established consisting of five (5) eight (8) hour days followed by two (2) consecutive rest days. One of those rest days shall be either a Saturday or a Sunday, and both weekend days shall be designated as rest days where there is no need for weekend work.

(b) Production crews* may be established consisting of four (4) ten (10) hour days, followed by three (3) consecutive rest days, in lieu of five (5) eight (8) hour days. The rest days of such compressed work week will include either Saturday or Sunday. However, where there is no carrier need for weekend work, production crews will be given both weekend days as rest days.

Note: * - Production crews include locally based supporting BMW forces whose assignment is associated with that of a production crew to the extent that a different work week or rest days for such crews, on the one hand, and such supporting forces, on the other, would delay the work or otherwise interfere with its orderly progress."

"ARTICLE XI - INTRA-CRAFT WORK JURISDICTION

Employees will be allowed to perform incidental tasks which are directly related to the service being performed and which they are capable of performing, provided the tasks are within the jurisdiction of the BMW. Compensation shall be at the applicable rate for the employee performing the service and shall not constitute a basis for any time claims by other employees. This provision is not intended to alter the establishment and manning of

work forces accomplished in accordance with existing assignment, seniority, scope and classification rules."

"ARTICLE XII - COMBINING OR REALIGNING SENIORITY DISTRICTS

Section 1 - Notice

A carrier shall give at least thirty (30) days written notice to the affected employees and their bargaining representative of its desire to combine or realign seniority districts, including all carriers under common control, specifying the nature of the intended changes. The protection of the Interstate Commerce Act will continue to apply to all such combinations or realignments.

Section 2 - Arbitration

If the parties are unable to reach agreement within ninety (90) calendar days from the serving of the original notice, either party may submit the matter to final and binding arbitration in accordance with the terms of Article XVI."

"ARTICLE XVI - ARBITRATION PROCEDURES - STARTING TIMES, COMBINING OR REALIGNING SENIORITY DISTRICTS, AND REGIONAL AND SYSTEM WIDE GANGS

Section 1 - Selection of Neutral Arbitrator

Should the parties fail to agree on selection of a neutral arbitrator within five (5) calendar days from the submission to arbitration, either party may request the National Mediation Board to supply a list of at least five (5) potential arbitrators, from which the parties shall choose the arbitrator by alternately striking names from the list. Neither party shall oppose or make any objection to the NMB concerning a request for such a panel.

Section 2 - Fees and Expenses

The fees and expenses of the neutral arbitrator should be borne equally by the parties, and all other expenses shall be paid for by the party incurring them.

Section 3 - Hearings

The arbitrator shall conduct a hearing within thirty (30) calendar days from the date on which the dispute is assigned to him or her. Each party shall deliver all statements of fact, supporting evidence and other relevant information in writing to the arbitrator and to the other party, no later than five (5) working days prior to the date of the hearing. The arbitrator shall not accept oral testimony at the hearing, and no transcript of the hearing shall be made. Each party, however, may present oral

arguments at the hearing through its counsel or other designated representative.

Section 4 - Written Decision

The arbitrator shall render a written decision, which shall be final and binding, within thirty (30) calendar days from the date of the hearing."

"ARTICLE XVIII - INTERPRETATION COMMITTEE

Disputes arising over the application or interpretation of this Agreement will be referred to a joint Interpretation Committee consisting of an equal number of representatives of both parties. The committee's jurisdiction shall not overlap those areas where other recommendations have provided for a specific dispute resolution mechanism.

Within ninety days of the effective date of the Agreement, the parties shall select a neutral person to serve with the committee, as needed. If the parties fail to agree upon such a neutral person, either party may request a list from the NMB of five potential arbitrators from which the parties should choose the arbitrator by alternately striking names from the list.

If a dispute is not resolved within sixty days of its submission to the committee, it may be referred to the neutral by either party for final and binding disposition. The fees and expenses of the arbitrator shall be borne equally by the parties."

SEPTEMBER 26, 1996 NATIONAL AGREEMENT

"ARTICLE IV - RATE PROGRESSION

Section 1

Article III of the October 17, 1986 National Agreement (as amended), including all applicable Side Letters, and all other local rules governing entry rates are amended to provide that covered employees shall be paid at 90 percent of the applicable rates of pay (including COLA) for the first twelve (12) calendar months of employment and shall be paid at 95 percent of the applicable rates of pay (including COLA) for the second twelve (12) calendar months of employment for all service performed on positions covered by an agreement with the organization.

Section 2

Employees covered by the aforementioned Article III or local rules governing entry rates on the date of this Agreement shall be credited, for purposes of the application of Section 1, for all calendar months of employment rendered as of the effective date of this Article.

Section 3

This Article shall be effective ten (10) days after the date of this Agreement."

"ARTICLE VIII - VACATIONS

Effective January 1, 1997, employees shall be permitted to take one week of their vacation allowance per year in less than 40 hour increments, provided that such vacation days will be scheduled in accordance with existing rules on the carrier applicable to the scheduling of personal leave days."

"ARTICLE XI - SECTION 10901 TRANSACTIONS

Section 1

The railroads should provide at least a 60-day notice of intent to sell or lease a line of railroad to a purchase under 49 U.S.C. §10901. During the 60-day period, the parties shall meet upon the request of the organization to discuss the planned transfer. The transaction agreement between the carrier and the purchaser should obligate the purchaser to give priority hiring consideration to employees of the selling carrier who work on the line. Further, the agreement between the carrier and purchaser should obligate the purchaser to assume a neutral stance in any union organizing effort undertaken by the organization. Should any recommendation in this paragraph be deemed contrary to the Railway Labor Act, the remaining recommendations shall continue in full force and effect.

Section 2

The selling carrier shall provide affected employees priority employment rights for other positions on the seller, both within craft and in other crafts where qualified. For access to positions within craft, the parties shall, at the request of the organization, develop a system seniority roster for use in such transactions in the same manner as that provided in the UTU and BLE national settlements. In addition, employees securing positions on the selling carrier which require a change in residence shall be eligible for up to \$5,000 in relocation allowance, again in the same manner as provided in the UTU and BLE settlements.

Section 3

Employees who secure a position with the buyer should be provided with an opportunity to return to the seller during the first 12-month period. Employees displaced by the sale shall have recall rights on the seller's property, as a minimum, for a period equal to their company seniority."

"ARTICLE XIV - TRAVEL ALLOWANCE

Section 1

(a) At the beginning of the work season employees are required to travel from their homes to the initial reporting location, and at the end of the season they will return home. This location could be hundreds of miles from their residences. During the work season the carriers' service may place them hundreds of miles away from home at the end of each work week. Accordingly, the carriers will pay each employee a minimum travel allowance as follows for all miles actually traveled by the most direct highway route for each round trip:

0 to 100 miles	\$ 0.00
101 to 200 miles	\$25.00
201 to 300 miles	\$50.00
301 to 400 miles	\$75.00
401 to 500 miles	\$100.00

Additional \$25.00 payments for each 100 mile increments.

(b) At the start up and break up of a gang, an allowance will be paid after 50 miles, with a payment of \$12.50 for the mileage between 51 and 100 miles.

(c) Carriers may provide bus transportation for employees to their home area on weekends. Employees need not elect this option.

Section 2

For employees required to work over 400 miles from their residences the carrier shall provide, and these employees shall have the option of electing, an air travel transportation package to enable these employees to return to their families once every three weeks. Ground transportation from the work site to the away from home airport shall be provided by each carrier, and on the return trip the carrier shall provide ground transportation from the away from home airport to the lodging site. In dealing with programmed work, the employees and carrier may know how long the employees will be required to work beyond the 400 mile range, and the employer can require the employees to give advanced notice of their intention to elect the air transportation option so that the carrier may take advantage of discounted air fares. Employees must

make themselves available for work on at least ninety percent of the regularly scheduled work days during the three week period. And, they will not qualify for the travel allowance set forth in Section 1 during the three week period. Irrespective of the customary meal and lodging entitlement that employees have under their local agreements, when employees elect the air transportation option, they shall be entitled to meals and lodging during the two away-from-home weekends in the three-week cycle and they shall not be entitled to meals and lodging during the third weekend upon which they return home by air transportation.

Section 3

Nothing herein shall be construed to bar the parties from reaching mutual agreement on alternative arrangements.

Section 4

This Article shall become effective ten (10) days after the date of this Agreement except on such carriers where the organization representative may elect to preserve existing rules or practices pertaining to travel allowances by notification to the authorized carrier representative."

"ARTICLE XV - SUBCONTRACTING

Section 1

The amount of subcontracting on a carrier, measured by the ratio of adjusted engineering department purchased services (such services reduced by costs not related to contracting) to the total engineering department budget for the five-year period 1992-1996, will not be increased without employee protective consequences. In the event that subcontracting increases beyond that level, any employee covered by this Agreement who is furloughed as a direct result of such increased subcontracting shall be provided New York Dock level protection for a dismissed employee, subject to the responsibilities associated with such protection.

Section 2

Existing rules concerning contracting out applicable to employees covered by this Agreement will remain in full effect."

"ARTICLE XVI - PRODUCTION GANGS

Section 1

For purposes of Articles VIII, IX and X of the February 6, 1992 Imposed Agreement (Imposed Agreement), a production gang or

crew is defined as a mobile and mechanized gang consisting of ten (10) or more employees."

"ARTICLE XVII - WORK SITE REPORTING

Article VIII - Work Site Reporting of the Imposed Agreement is amended to restrict any unpaid time traveling between the carrier-designated lodging site and the work site to no more than thirty (30) minutes each way at the beginning and end of the work day."