AGREEMENT
between
ALTON & SOUTHERN RAILROAD COMPANY
and the
BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES

Governing the Wages and Working Conditions of
employees of the classes listed herein
in the
Maintenance of Way
&
Structures Department

Effective April 1, 2005
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RULE 1 -- SCOPE

The rules contained herein will govern the hours of service, working conditions, and rates of pay of all employees in any and all sub-departments of the Maintenance of Way and Structures Department, except the following:

1. Track Supervisors and Bridge & Building Foremen, or those of higher rank.

2. Clerical and Civil Engineering forces.

3. Employees in Signal Department (including telephone maintenance employees).

4. Certain employees covered by the Shop Crafts agreement who occasionally are required to perform work in the Bridge and Building Department.
RULE 2 CLASSIFICATION

(a) An employee directing the work of employees will be classified as a foreman, except that an employee working with and directing the work of bridge and building mechanics, will be classified as a bridge and building lead mechanic.

(b) An employee assigned to construction, repair, maintenance, or dismantling of buildings, bridges, or other structures, including the building of concrete forms, erecting false-work, etc., or who is assigned to miscellaneous mechanic's work of this nature, or who is assigned to mixing, blending, sizing, or applying of paint or calcimine, either by brush, spray, or other methods, or glazing, will constitute a mechanic.

(c) An employee assigned to the operation of track roadway equipment and roadway machines will constitute a roadway equipment machine operator.

NOTE: This will not apply to the locomotive crane when assigned to work in the Maintenance of Way Department. This equipment may be operated by an employee outside the scope of this agreement, as in the past.
RULE 3 -- SENIORITY

(a) Except as provided in this rule, seniority begins at the time an employee's pay starts.

(b) Seniority of employees accepting promotion to bulletined positions or transferring to another sub-department will start from the date of their assignment on the bulletined positions and the individual renders compensated service. An employee, accepting promotion to a bulletined position, who fails to qualify on such bulletined position within sixty (60) days will not acquire a seniority date as a result of filling such position.

(c) An employee qualifying and assigned in any classification will thereby establish the same seniority date in all lower classifications in the same sub-department, except as otherwise provided herein, provided the employee has not previously established a date in such lower classification. Promoted employees will retain seniority rights in the classifications from which promoted.

(d) Employees, when assigned as Track Inspector, Foreman, or Relief Foreman will be required to protect their seniority in the higher classification of the sub-department in which assigned.

(e) Senior employees, if available when called, will be used to perform all overtime work in their respective gangs and will be called in seniority order to perform such overtime work. When employees outside of a given gang are called to perform overtime work it will be on a seniority basis of the entire railroad.
RULE 4 -- CONSIDERATION

Rights accruing to employees under their seniority, if sufficient ability is known, entitles them to preference for positions in accordance with their relative length of service with the railroad as hereinafter provided.
RULE 5 -- DEPARTMENT LIMITS

(a) Employees may establish seniority in the following sub-departments:

**TRACK SUB-DEPARTMENT**

(a) Track Inspector  
(b) Foremen and Relief Foreman  
(c) Assistant Foreman  
(d) Work Equipment Mechanic  
(e) Track Welder  
(f) Machine Operator  
(g) Truck Operator Class (a) and (b)  
(h) Section and Extra Gang Laborers

**BRIDGE AND BUILDING SUB-DEPARTMENT**

(a) Lead Mechanic.  
(b) Mechanic

(b) In preference to hiring new employees, employees holding seniority in the Track Sub-Department may transfer to the Bridge and Building Sub-Department. If no bids are received, the junior qualified person occupying a position of laborer in the Track Sub-Department will be assigned.

(c) An employee establishing seniority in another sub-department will retain and accumulate seniority in the sub-department from which transferred.

(d) Employees returning to their original sub-department, except when required to do so because of force reduction resulting in their being unable to hold a position in the second sub-department, will forfeit all seniority rights in the second sub-department.
RULE 6 SENIORITY LIMITS

(a) Seniority rights of all employees will extend over the entire railroad.
(b) Section and Extra Gang Laborers will have seniority rights as follows:

1. For promotion over the entire Railroad.
2. For displacement over the entire Railroad.
RULE 7 -- ASSIGNMENTS

Vacancies or new positions will be filled by employees holding seniority in the rank in which the vacancy or new position occurs. If not so filled, they will then be filled by employees in succeeding lower ranks in that sub-department, subject to the provisions of the promotion rule.
RULE 8 -- PROMOTIONS

A promotion is advancement from a lower rank to a higher rank. Promotion will be based on ability and seniority. Ability being sufficient, in the judgment of the management (subject to appeal), seniority will prevail.
RULE 9 -- FAILING TO QUALIFY

(a) Except as provided in Section (b) of this rule, employees accepting promotion will be given a fair chance to demonstrate their ability to meet the practical requirements of the position, and failing to qualify within sixty (60) calendar days, may return to their former rank in accordance with the seniority provisions of this agreement.

(b) The sixty (60) calendar-day qualifying period provided for in Section (a) of this rule will not apply to employees who accept promotion to the rank of Assistant Foreman. For such employees, the sixty (60) calendar-day period may be extended, at the discretion of management, not in excess of one (1) year of actual service in their respective positions. Such employees who fail to qualify, within the time allowed, may return to the rank from which they were promoted.
RULE 10 OFFICIAL POSITIONS

(A) Employees promoted to official, supervisory or excepted positions, whether with the Union Pacific Corporation or any of its subsidiaries or the Brotherhood of Maintenance of Way Employees, will retain and continue to accumulate seniority rights, except as hereinafter provided:

(1) Employees promoted to such positions with the Corporation prior to October 17, 1986, will retain their current seniority, but will be required to pay an appropriate monthly fee, as designated by the Brotherhood, not to exceed monthly union dues, in order to continue to accumulate seniority. Such personnel who elect not to pay the monthly fee will have their seniority frozen as of October 31, 1986. Promoted personnel who elect to pay the monthly fee whose payments become delinquent will be given written notice by the General Chairman of the amount due and ninety (90) calendar days from the date of receipt of such notice to eliminate the delinquency in order to avoid having their seniority frozen.

(2) Employees promoted to such positions with the Corporation on or subsequent to October 31, 1986, will be required to pay an appropriate monthly fee, as designated by the Brotherhood, not to exceed the monthly union dues, in order to retain and continue to accumulate seniority. Such promoted personnel whose payments become delinquent will be given written notice by the General Chairman of the amount due and ninety (90) calendar days from the date of receipt of such notice to eliminate the delinquency in order to avoid the forfeiture of seniority.

(B) Employees retaining seniority who vacate an official, supervisory or excepted position for any reason, whether with the Corporation or the Brotherhood, may return to their former position or may exercise rights over any junior employee who is holding a position that has been bulletined during their absence, except that if the employee’s former position has been abolished or has been acquired by a senior employee through the exercise of displacement rights, the returning employee may then exercise seniority rights over junior employees as provided in Rule 13. Employees desiring to return from official, supervisory or excepted positions must give management and the General Chairman five (5) calendar days’ advance written notice before returning. The seniority status and ranking of promoted personnel whose seniority has been frozen will be adjusted immediately prior to their exercise of seniority rights by the parties hereto.

(C) Unless agreed to otherwise by Management and the General Chairman, the returning employee will have no more than sixty (60) calendar days after being released to get affairs in order and return as specified herein. Returning employees who fail to return to service within said time limit or who are unable to do so, will be considered furloughed.
Questions and Answers

The following agreed upon questions and answers were prepared with respect to Rule 10 – Seniority Retention.

1. **Question**

   Will employees promoted to supervisory positions prior to October 17, 1986, be required to pay a fee in lieu of dues in order to continue to accumulate seniority?

   **Answer**

   Yes. Employees promoted to a supervisory position prior to October 17, 1986 will be required to pay an appropriate monthly fee in order to accumulate additional seniority.

2. **Question**

   If an employee, who was promoted to a supervisory position prior to October 17, 1986, elects not to pay a fee in lieu of dues, will that employee continue to accumulate seniority in the BMWE craft?

   **Answer**

   No. The employee will have the number of days, months and/or years of seniority frozen as of the date he/she elects not to pay the monthly fee.

   Example: An employee was hired on July 10, 1975 and promoted to a supervisory position on July 20, 1986 and elects not to pay a fee in lieu of dues to the BMWE. The employee will have his/her seniority frozen at 11 years and 3 months and 7 days (July 10, 1975 through October 17, 1986). The beginning date of that 11 years and 3 months and 7 days would be adjusted each year during the normal updating process of Rule 16 or at the time of the employee’s return to a scope covered position.

3. **Question**

   Provided an employee whose seniority is frozen vacates an official, supervisory or excepted position and later accepts another position to a like position with the Company after filling a scope covered position, will such personnel be governed solely by the provisions of paragraph (2) of Rule 10(A)?

   **Answer**

   Yes.
4. **Question**

Will employees promoted to supervisory positions on or after October 17, 1986, be required to pay a fee in lieu of dues in order to retain seniority in the BMWE craft?

**Answer**

Yes. If they elect not to pay the fee, their BMWE seniority will be relinquished in all classifications.

5. **Question**

When are BMWE employees who are appointed to supervisory positions required to commence paying fees in lieu of dues for the purpose of retaining or continuing to accumulate seniority?

**Answer**

Effective with the fee payment for the month of November, 1986.

6. **Question**

Is a notice required to be provided to an employee who is promoted to a supervisory position who is not presently paying dues to the BMWE?

**Answer**

Yes. A Supervisor, who is not paying a fee in lieu of dues, must be furnished advanced written notice (Certified Mail) by the appropriate General Chairman indicating the amount owed and period covered.

7. **Question**

Should the notice referred to in Question No. 6 be sent by Certified Mail, Return Receipt Requested?

**Answer**

Yes.

8. **Question**

How will the amount of the monthly fee to be charged in lieu of dues be determined?
Answer

The amount of the monthly fee in lieu of dues should be equal to the combined total of Lodge, System and Grand Lodge dues, exclusive of special assessment(s).

9. Question

Once a supervisor elects not to pay the appropriate monthly fee, can that Supervisor change his/her mind and start paying the fee at a future date to accumulate additional seniority in the BMWE craft?

Answer

No. No Lodge or System Officer should accept such payments from a Supervisor who has elected not to pay the monthly fee within the time period allowed for beginning such payments.

10. Question

Are BMWE employees who are promoted to supervisory positions and who maintain the fee as stipulated eligible to participate at lodge meetings or take part in transacting Brotherhood business?

Answer

No.

11. Question

If a supervisor is released from his/her supervisory position and is unable to return to a Scope covered position as a result of not possessing sufficient seniority to hold a position in his/her craft, will he/she be required to pay the referred to fee or a normal dues payment in order to retain his/her seniority?

Answer

No.
RULE 11 -- BULLETIN NOTICE

(a) When it is known in advance that a position is to be established or that a vacancy of thirty (30) days or more is to be open, such position or vacancy will be bulletined immediately in an effort to have the successful bidder available when the job starts. Otherwise they will be bulletined as soon as known. In either event, temporary assignments as per Section (c) of this rule may be made pending assignment of successful bidders.

(b) Bulletin notice covering new positions or vacancies will be posted for a period of five (5) days at the headquarters of the gang in the sub-department of employees entitled to consideration in filling the positions, during which time employees may file their applications with the official whose name appears on the bulletin. Such bulletin will show location, descriptive title, hours of service, and rate of pay of the position bulletined. Assignments will be made within ten (10) days from date the bulletin is posted. Bulletins and assignments will be furnished to the General Chairman and the Local Chairmen.

NOTE: It is agreed that laborer jobs in all departments will not be bulletined unless differentials in pay are involved. However, preference will be given senior employees in filling positions of this class in regard to location or otherwise.

(c) New positions or vacancies of thirty (30) days or less duration will be considered temporary and may be filled without bulletining, except that senior men who in the judgment of management possess sufficient fitness and ability will be given preference.

(d) When more than one vacancy or position exists and is bulletined at the same time, employees will have the right to bid on all, stating preference.

(e) An employee assigned to a position by bulletin, unless being used for temporary or special service, must take such position when awarded.

(f) An employee on leave of absence who makes request in writing to his superior officer will be furnished with copies of bulletins that are issued, and may make application for bulletined positions. If such employee is assigned to a bulletined position, he must, unless prevented by sickness or other unavoidable cause, return and accept the same within ten (10) days.

(g) An employee promoted from a lower to a higher rank will rank above an employee declining promotion. An employee accepting promotion will have priority in consideration for further promotion.
RULE 11-A FORM OF BULLETIN

ALTON AND SOUTHERN RAILROAD

MAINTENANCE OF WAY DEPARTMENT

Bulletin No. ________________

__________________________
(Place)

__________________________
(Date)

ALL CONCERNED:

The following position(s) is (are) bulletined for bids; applications will be received from __________________ to __________________, inclusive:

Position:

Rate of Pay:

Location:

Permanent or Temporary:

Remarks: (Include opposite "remarks ", where necessary, information as to hours of assignment or any special conditions surrounding the position or positions).

Those desiring to bid on the position(s) should make written application to the undersigned within the period specified above.

__________________________
(Name)

__________________________
(Title)
RULE 11-B FORM OF BULLETIN

ALTON AND SOUTHERN RAILROAD

MAINTENANCE OF WAY DEPARTMENT

Bulletin No. ________________

__________________________
(Place)

__________________________
(Date)

ALL CONCERNED:

Position(s) as ____________________________ advertised for bids by
Bulletin No. __________, dated ____________________________, is (are) awarded as follows:
Awarded to: ________________________________
Now Located at: ________________________________
Remarks: ________________________________

The employe(s) awarded the position(s) should report at start of shift on (date).

__________________________
(Name)

__________________________
(Title)

Copy-
__________________________
(Name)

__________________________
(Address)

Copy -
__________________________
(Local Chairman)

Copy -
__________________________
(General Chairman)
RULE 12 -- PRIOR CONSULTATION*

In the event carrier decides to effect a material change in work methods involving employees covered by these rules, the 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 will 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.

As soon as is convenient after the effective date of this rule, and upon request at reasonable interval 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.

This rule does not contain penalty provisions and it does not require that agreements must be reached as 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.

RULE 13 -- FORCE REDUCTION

(a) When forces are reduced, senior employees in the affected classifications will be retained and those affected will have the right to displace employees with less seniority in the sub-department in which employed. Employees holding Foremen positions that are abolished must exhaust that seniority before displacing to another classifications.

Employees, who hold seniority rights in another sub-department, may exercise their seniority rights to the highest rated position to which entitled. Exercise of such seniority when the employee can hold a position in his/her original sub-department will result in forfeiture of all seniority in that sub-department.

(b) Not less than five (5) working days advance notice will be given regularly assigned employees before positions are abolished or force reductions are made.

Rules, agreements or practices, however established, that require advance notice before abolishing positions or making force reductions are hereby modified so as not to require such advance notice under emergency conditions such as flood, snow storm, hurricane, earthquake, fire or strike, provided the Carrier’s operations are suspended in whole or in part and provided further that because of such emergency 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.

(c) Employees affected by force reduction or who are displaced in the exercise of seniority by other employees must if they desire to displace junior employees, exercise their seniority within five (5) days. The proper officer of the Railroad will notify employees when other employees have indicated their desire to displace them.

(d) Employees will not be laid off for short periods, but when reduction in expense is necessary it will be accomplished by laying off junior men.

(e) Employees, whose positions are not subject to bulletin and who displace other employees under this rule, will have the right to return to their former positions when forces are increased.
RULE 14 -- RETAINING SENIORITY

Employees will provide the Carrier and General Chairman in writing of any change in mailing address and telephone number. When forces are increased employees will be notified in seniority order at their last known address and will return to service within seven (7) days thereafter. Failure to return to service within seven (7) days, unless prevented by sickness or other unavoidable cause, will result in loss of all seniority rights. If the employee returns to service and has complied with the provisions of this rule, his seniority will be cumulative during the period of his absence.
RULE 15 -- INCREASE OF FORCE

(a) When forces are increased, senior laid off employees in the respective classifications must be given preference in employment.

(b) New employees will not be assigned to work in the respective classifications to the exclusion of regular employees who may be laid off on account of force reductions, provided such regular employees are available when needed.
RULE 16 -- SENIORITY ROSTERS

(a) Seniority rosters of employees of each sub-department will be compiled separately by seniority classifications. Copies will be furnished foremen and employees' representatives, and foremen will post same in tool houses or at convenient places for inspection by employees affected.

(b) Seniority rosters will show the name, service date, and seniority date in that classification.

(c) Rosters will be revised and posted in January of each year and will be open to correction for a period of thirty (30) days from date of posting. Upon presentation of proof of error by an employee or his representative, such error will be corrected. If no protest is presented within thirty (30) days, the dates will stand as official and thereafter will not be subject to protest on any future rosters, except that any typographical errors will be corrected.
RULE 17 -- TEMPORARY SERVICE

An employee assigned to temporary or special service will retain and accumulate seniority, and when released will return to his former position. In the event such former position has been abolished, the employee will then exercise his/her seniority under the provisions of Rule 13.
RULE 18 -- LEAVING SERVICE

An employee who voluntarily leaves the service of the Railroad Company will, if re-employed, rank as a new employee.
RULE 19 -- LEAVE OF ABSENCE

(a) Except for physical disability, leave of absence in excess of thirty (30) days will not be granted unless by agreement between Management and General Chairman. Employees may return to service at any time during their period of leave of absence provided advance notice is given, but, failing to return before the expiration of their leave of absence, will lose their seniority unless an extension is agreed to between the Management and the General Chairman. An employee who engages in business or compensated work in outside industry during his leave of absence forfeits his seniority unless special arrangements have been made therefor between the Management and the General Chairman. Leaves of absence must be obtained in writing.

(b) Employees serving on committees will, on sufficient notice, be granted leaves of absence and free transportation (provided such transportation is obtainable through the Railroad's pass bureau) for the adjustment of differences between the Railroad and its employees.
RULE 20 -- DISCIPLINE AND GRIEVANCES

(a) An employee in the service sixty (60) calendar days or more and whose application has been approved, will not be dismissed, or otherwise disciplined without being given a fair and impartial hearing. If the offense is considered sufficiently serious, the employee may be suspended pending the hearing and decision. At the hearing the employee may be assisted by representatives of the Brotherhood of Maintenance of Way Employees. The hearing will be held within ten (10) calendar days of date when charged with the offense or held out of service. Decision will be rendered within fifteen (15) calendar days after completion of hearing. Prior to the hearing the employee and the General Chairman will be notified in writing of the specific charge against the employee, after which he/she will be allowed reasonable time for the purpose of having witnesses and representatives of the Brotherhood of Maintenance of Way Employees present at the hearing.

(b) If discipline is assessed a stenographic transcript of all testimony presented at the hearing will be made and a copy of same will be furnished the General Chairman.

(c) No evidence or statements will be used at the hearing except those relating to the specific charge against the employee.

(d) If the charge against the employee is not sustained, it will be stricken from the record. If, by reason of such unsustained charge, the employee has been removed from position held, reinstatement to his former position will be made and payment allowed for any monetary loss sustained.

(e) If the charge against the employee is sustained and he is demoted or dismissed and is later reinstated, the manner of his/her exercise of seniority will be subject to agreement between the General Chairman and the Management. An employee in this status not reinstated to full rights before one year from date of discipline or dismissal cannot later be reinstated except with the consent of the General Chairman.

(f) An employee's right to appeal is hereby established. The employee representative will have the right to appeal in succession up to and including the highest official designated by Management to handle such cases. Copy of notice of appeal will be given the official rendering the decision.

(g) An employee who considers himself otherwise unjustly treated will have the same right of hearing and appeal as provided in this rule.
RULE 21 -- TIME LIMIT ON CLAIMS*

1. (a) 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 is based. Should any such claim or grievance be disallowed, the carrier will, 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 will be allowed as presented, but this will not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(b) 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 will be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter will be considered closed, but this will 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.

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and decision by the Carrier, will 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 will 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.

2. 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 will, 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 will 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 will be sufficient.

3. 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.
4. 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.

5. This rule will not apply to requests for leniency.

*Agreement of August 21, 1954.
RULE 22 -- BASIC DAY AND WORK WEEK

Eight (8) consecutive hours, exclusive of the meal period, will constitute a day's work.

NOTE: The expressions "positions" and "work" used in this Rule 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.

(a) General. Subject to the exceptions contained in these rules, all employees will be assigned to 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 carrier's operational requirements; so far as practicable the days off will be Saturday and Sunday. The foregoing work week rule is subject to the provisions which follow:

(b) Five-day Positions. On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

(c) 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.

(d) 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.

(e) 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.

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.

(f) 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) of this rule, 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 the rules agreement

(g) 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 (c), (d) and (e), the following procedure will be used:

(1) All possible regular relief positions will be established pursuant to paragraph (e) of this rule.

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

(3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.

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

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

(6) 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.

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

(8) 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 rules agreements, 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.

(h) Rest Days of Extra or Furloughed Employees. The rest days of extra or furloughed employees 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.

(i) Beginning of Work Week. The term "work week" for regularly assigned employees will mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employees will mean a period of seven consecutive days starting with Monday.
RULE 23 -- HOURS PAID FOR

Except as otherwise provided for in Rule 33, regularly established daily working hours will not be reduced below eight (8) per day, five (5) days per week, except that this number of days may be reduced in a week in which holidays occur by the number of such holidays.
RULE 24 -- BEGINNING AND ENDING OF DAY

The employees' time will start and end at a regular designated assembly point for each class of employees, which will be the tool house, outfit car, shop, or other designated point. Supervisory officer may change the regular designated assembly point on thirty-six (36) hours notice.
RULE 25 - - HOURS OF SERVICE

(a) For regular day service, the starting time will not be earlier than 6:00 A.M. and not later than 8:00 A.M. and will not be changed without giving the employees affected thirty-six (36) hours' notice.

(b) When two or more shifts are employed, no shift will have a starting time between 12:00 o'clock Midnight and 5:00 A.M.
RULE 26 – HOLIDAYS*

(A) Subject to the qualifying requirements applicable to regularly assigned employees contained in Section (b) hereof, each regularly assigned hourly and daily rated employee will receive eight hours' pay at the pro rata hourly rate of the position to which assigned for each of the following enumerated holidays when such holiday falls on a workday of the workweek of the individual employee:

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Fourth of July
Labor Day

Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas
New Years Eve Day

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

*See Appendix “C”.
RULE 27 – REST DAY AND HOLIDAY WORK

Service performed by an employee on his rest days and the following legal holidays—namely, New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Years Eve Day (provided when any of the above holidays fall on Sunday the day observed by the State, Nation, or by proclamation will be considered the holiday), will be paid for at applicable punitive rate.
RULE 28 -- OVERTIME

(a) Time worked preceding or following and continuous with a regularly assigned eight-hour work period will 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 continuous hours of work in any twenty-four hour period computed from starting time of the employee's regular shift. In the application of this paragraph to new employees temporarily brought into the service in emergencies, the starting time of such employees will be considered as of the time they commence work or are required to report.

(b) Employees required to work continuously from one regular work period onto another, in an emergency, will receive the applicable overtime rate after the expiration of the first regular work period until relieved.

Note: It is understood that employees working excessive overtime in an emergency will not be allowed pay for their regular shift the following day unless they actually report and work such shift, and that the loss of any time during such regular shift will not be construed as a violation of Rule 30.

(c) 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 40 hours of work that week; in all other cases by the regular employee.

(d) Work in excess of 40 straight time hours in any work week will be paid for at the applicable overtime 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 paragraph (g) of Rule 22.

(e) Employees worked more than five days in a work week will be paid one and one-half times the basic straight time 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 paragraph (g) of Rule 22.

(f) There will be no overtime on overtime; neither will overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor will time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, 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.
NOTE: Employees covered by this agreement will furnish the appropriate manager with a telephone number where they can be reached for emergency or overtime work.

Section Foreman will call employees for emergency or overtime work by telephone. If the employee called is not available at the time he is called the next senior employee who has furnished the manager his telephone number will be called. Employees called for emergency work will report as promptly as possible.

Employees called for emergency overtime work not continuous with their regular work hours will report as promptly as possible after being called. It is further understood that one hour after being called will be considered the maximum amount of time which will be allowed for reporting, and when it is known that an employee cannot report within one hour after called because of his place of residence he will not be considered for such emergency calls and this will not be considered a runaround.
RULE 29 -- CALLS

(a) Employees notified or called for service before or after but not continuous with the regular work period, will be allowed a minimum of two hours and forty minutes at time and one-half. If held on duty in excess of two hours and forty minutes, time and one-half will be allowed on a minute basis.

(b) Employees laid off in reductions of force who retain seniority under the provisions of Rule 14, will be compensated as follows when called back temporarily for special service:

    When working the full hours of assignment of the gang with which employed, eight (8) hours at pro rata rate.

    When called for irregular or part-time service, they will be paid in accordance with Section (a) of this rule.
RULE 30 - ABSORBING OVERTIME

Employees will not be required to suspend work during any assigned work period for the purpose of absorbing overtime.
RULE 31 - REPORTING AND NOT USED

Regular employees required to report at usual starting time and place for the day's work, and when conditions (as, for example, inclement weather) prevent work being performed, will be allowed a minimum of three (3) hours. If held on duty over three (3) hours, actual time so held will be paid for.
RULE 32 - MEAL PERIOD

(a) A meal period will be allowed between the ending of the fourth hour and the beginning of the sixth hour after starting work, unless otherwise agreed upon. The meal period will not be less than thirty (30) minutes, nor more than one (1) hour. If the meal period is not afforded between the fourth and sixth hours, it will be paid for, and twenty (20) minutes time in which to eat will be afforded at the first opportunity, with no deduction in pay.

(b) For regular operations requiring continuous hours, eight (8) consecutive hours without meal period may be assigned as constituting a day's work, in which case twenty (20) minutes will be allowed in which to eat, without deduction in pay.

(c) Employees worked in emergencies will be furnished meals every six hours by and at the expense of the Railroad.
RULE 33 - COMPOSITE SERVICE

(A) An employee working on more than one class of work on any day will be allowed the higher rate of pay for the actual time worked in the higher rated position. When temporarily assigned by the proper officer to a lower rated position, his rate of pay will not be reduced.

(B) 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 collective bargaining agreement. Compensation will be at the applicable rate of the employee performing the service and will 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 agreement, seniority, scope, and classification rules.
RULE 34 - ATTENDING COURT AND INVESTIGATIONS

Employees attending court, or inquests, under instructions from the Railroad, will be paid the equivalent of the regular assigned hours at the pro rata rate for each calendar day so held and in addition thereto necessary expenses.
RULE 35 - FURNISHING ICE

Ice will be furnished employees covered by this agreement in quantities to meet their needs for cooling water for drinking purposes.
RULE 36 - PHYSICAL EXAMINATIONS AND RE-EXAMINATIONS

(a) Physical examinations of applicants for employment will be made without expense to the person examined. The applicant will be notified within sixty (60) days of the results of the physical examination, and if not so notified will be considered physically qualified.

(b) Re-examinations may be made from time to time as required by the Company. Re-examinations will be made in all cases where an employee reports for work after an absence of fifteen (15) consecutive calendar days or more.

(c) Employees found to have an infectious or contagious disease which in the opinion of the examining physician is likely to endanger the health of other employees will be suspended from service, without compensation for time lost, until the danger to others no longer exists.

(d) An employee who is dissatisfied with the results of the physical reexamination as reported by the Company physician will have the right to employ an outside physician of his own choice, and if the two physicians are unable to agree upon a report, they will call in a third disinterested physician, and all parties involved will be governed by the decision of the physician so called in. When a third disinterested physician is called in, the Company and the employee will each pay one half of the expense so incurred. (The provisions of this Paragraph will not apply in cases of new employees who are notified as provided in Section (a) of this rule that they are not physically qualified. In such cases, the decision of the Company's physician will be final.)
RULE 37 - FAITHFUL SERVICE

Employees who have given long and faithful service in the employ of the railroad and who have become unable to handle heavy work to advantage, will be given preference to such light work in their line as they are able to handle.
RULE 38 - TOILET FACILITIES

Portable toilets will be furnished, at the discretion of management, when other facilities are not available.
 RULE 39 - RATES OF PAY*

(a) The rates of pay of employees subject to the collective bargaining agreement between the parties hereto will be listed in a master wage schedule prepared by the carrier, which is attached to this agreement as Appendix I. A copy of this wage schedule will be furnished to the General Chairman for verification. The wage schedule will constitute a part of the collective bargaining agreement between the parties but may be reproduced as a document under separate cover. This rule does not require that multiple positions of the same classification and carrying the same rate of pay need be individually listed, but the listing will be in whatever detail is necessary to enable the ascertainment from the schedule of the rate of pay for each position of employees referred to herein. When rates of pay are generally revised and when revisions are made in individual rates of pay, the General Chairman will be furnished with a statement of the adjustments to be made in the rates as shown in the master wage schedule. When the collective bargaining agreement is generally revised or reprinted the master wage schedule will be revised to show the then current rates of pay and reproduced and distributed in the same manner as the collective bargaining agreement.

(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.

*Article II Mediation Agreement of October 7, 1959.
RULE 40 - RATES OF PAY OF NEW POSITIONS AND ADJUSTMENT
OF RATES OF SUPERVISORY EMPLOYEES*

(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/she will so notify the carrier and thereupon the duly authorized representative of the carrier will meet with the General Chairman or his/her 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 will be under and in accordance with the provisions of the Railway Labor Act; will be between the individual carrier and the system committee of the organization representing employees of such carrier; and will be governed by an arbitration agreement conforming to the requirements of the Railway Labor Act which will contain the following provisions:

(1) will state that the Board of Arbitration is to consist of three members;

(2) will state specifically that the question to be submitted to the Board for decision will 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 will confine itself strictly to decision as to the question so specifically submitted to it;

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

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

*Article III, Mediation Agreement of October 7, 1959.
RULE 41 – VACATIONS

(a) VACATION ELIGIBILITY - Employees will be granted vacations with pay or payment in lieu thereof whose eligibility has been established in accordance with the provisions of the National Vacation Agreement of December 17, 1941, and amendments thereto provided in subsequent National Agreements. For reference purposes a synthesis is contained in Appendix B; however, it is intended as a guide and is not to be construed as constituting a separate agreement between the parties.

(b) INCREMENTAL SCHEDULING - Employees will 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.

(c) Effective January 1, 2002, a full time official of the Brotherhood of Maintenance of Way Employees who returns to active service with the carrier will receive credit, for the purpose of the continuous service qualification requirements for an annual vacation under applicable vacation rules, for all service time as a full time BMWE official while on leave from the carrier.

See Appendix “B”.
RULE 42 – JURY DUTY

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he/she will be paid for actual time lost with a maximum of a basic day’s pay at the straight time rate of his/her 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:

(a) 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.

(b) The number of days for which jury duty pay will be paid is limited to a maximum of sixty (60) days in any calendar year.

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

(d) When an employee is excused from railroad service account of jury duty the carrier will have the option of determining whether or not the employee’s regular position will be blanked, notwithstanding the provisions of any other rules.

(e) Except as provided in Paragraph (f), an employee will not be required to work on their assignment on days on which jury duty:

(1) ends within four (4) hours of the start of assignment; or

(2) is scheduled to begin during the hours of their assignment or within four (4) hours of the beginning or ending of their assignment.

(f) On any day that an employee is released from jury duty and four (4) or more hours of his work assignment remain, he/she will immediately inform his supervisor and report for work if advised to do so.
RULE 43 - BEREAVEMENT LEAVE

Bereavement leave, not in excess of three (3) 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.

AGREED UPON QUESTIONS AND ANSWERS

Q-1: How are the three calendar days to be determined?

A-1: An employee will have the following options in deciding when to take bereavement leave:

(a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;

(b) three consecutive calendar days, ending the day of the funeral service; or

(c) three consecutive calendar days, ending the day following the funeral service.

Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

Example: Employee has a work week of Monday to Friday – off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?

A-3: A maximum of two days.
Q-4: Will a day on which a basic day’s pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

A-4: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee’s bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?

A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.
RULE 44 - SUBCONTRACTING

(a) In the event the Carrier plans to contract out work within the scope of this Collective Bargaining Agreement, the Carrier will 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 Chairmen, or his representative, requests a meeting to discuss matters relating to the said contracting transaction, the designated representative of the Carrier will promptly meet with him for that purpose. A good faith effort will be made 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 will 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.

(d)(1) The amount of subcontracting, 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- (5) 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 the increased subcontracting will be provided New York Dock level protection for a dismissed employee, subject to the responsibilities associated with such protection.

(2) Existing rules concerning subcontracting which are applicable to employees covered by this Agreement will remain in full effect.
RULE 45 - SECTION 10901 TRANSACTIONS

(a) The Carrier will provide at least a 60-day notice of intent to sell or lease a line of railroad to a purchaser under 49 U.S.C. §10901. During the 60-day period, the parties will meet upon the request of the organization to discuss the planned transfer. The transaction agreement between the carrier and the purchaser will 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 the purchaser should obligate the purchaser to assume a neutral stance in any union organizing effort undertaken by the organization. Should any recommendations in this paragraph be deemed contrary to the Railway Labor Act, the remaining recommendations will continue in full force and effect.

(b) The Selling Carrier will provide affected employees priority employment rights for other positions both on the seller within craft and in other crafts where qualified. For access to positions within craft, the parties will, at the request of the organization, develop a system seniority roster for use in such transactions. In addition, employees securing positions on the selling carrier which require a change in residence will be eligible for up to $5000 in relocation allowance.

(c) Employees who secure a position with the buyer will be provided with an opportunity to return to the selling carrier during the first 12-month period. Employees displaced by the sale will have recall rights on the selling carrier’s property, as a minimum, for a period equal to their company seniority.
RULE 46 – PERSONAL LEAVE DAYS

(a) A maximum of two days of personal leave will be provided on the following basis:

(1) Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982 will be entitled to one day of personal leave in subsequent calendar years;

(2) Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1, 1982 will be entitled to two days of personal leave in subsequent calendar years.

(b) Personal leave days provided in (a) 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.

(c) Personal leave days will be paid for at the regular rate of the employee’s position or the protected rate, whichever is higher.

(d) The personal leave days provided in (a) will be forfeited if not taken during each calendar year. The carrier will 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 this agreement.

(e) The work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day is considered as the qualifying day for holiday purposes.

(f) The following examples are intended to demonstrate the intention of the parties concerning application of the qualifying requirements set forth in Article X – Personal Leave of the December 11, 1981 National Agreement:

Example No. 1

Employee “A” was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in the years 1976 through 1981, but not during the year 1975.
This employee would not be entitled to one day of personal leave in the year 1982 because of not having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

**Example No. 2**

Employee “B” also was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in each of the years 1975 through 1981.

This employee would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

**Example No. 3**

Employee “C” was hired during the calendar year 1973 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1974. He also rendered compensated service on the required number of days in the years 1974 through 1980, but not during the year 1981.

This employee, despite the fact that he did not render compensated service on the required number of days in the year 1981, would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.
RULE 47 - ENTRY RATES

A. Employees entering the service of the Carrier on positions covered by this Agreement will be paid at 90 percent of the applicable rates of pay (including COLA) for the first 12-calendar months of employment and will be paid at 95 percent of the applicable rates of pay (including COLA) for the second 12-calendar months of employment for all service performed on positions covered by this Agreement.

B. Employees who have had an employment relationship with the Alton & Southern and are rehired will be paid at the established rates after completion of a total of 24 months combined service.

C. Service in a craft not represented by the Brotherhood of Maintenance of Way Employees will not be considered in determining periods of employment under this rule.

D. Employees who have had a previous employment relationship with a carrier in a craft represented by the Brotherhood of Maintenance of Way Employees and is subsequently hired by the Alton & Southern will be covered by this rule. However, such employee will receive credit toward completion of the 24-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 employment by the Alton & Southern.

E. Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension, or dismissal will not count toward completion of the 24-month period.

F. This rule will not apply to Foreman, 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 excluded would occupy lower rated positions. This section will 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.

G. If the parties are unable to agree as to whether a particular production gang assignment is subject to the provisions of this rule, it may be referred to the Interpretation Committee established pursuant to Article XVIII of the Imposed Agreement of July 29, 1991.

H. For the period of time an employee is covered by the rate progression provisions, such employee will be credited with two months of employment for each month in which he performs compensated service provided (1) not more than twelve months of service will be credited in any twelve (12) consecutive month period, (2) such employee renders compensated service for a minimum of eighty (80) days before such employee can advance into the next rate progression category and (3) an employee
cannot advance into the next rate progression category until at least twelve (12) months after establishing seniority or after receiving a rate progression increase under this rule.
RULE 48 - EQUIPMENT FURNISHED

The Company will furnish the employees such tools as are necessary to perform their work.

The Carrier will provide protective clothing and equipment (except shoes) that it deems necessary for the protection of the safety and health of employees covered by this agreement.
RULE 49 - PREVIOUS UNDERSTANDINGS SUPERSEDED

This agreement supersedes all previous memoranda and understandings, either expressed or implied, governing the employment of, rates of pay, and working conditions affecting the employees coming under the scope hereof.
RULE 50 – COPIES OF AGREEMENT

The Carrier will print this collective bargaining agreement and an adequate supply will be provided the accredited representatives of the Organization.
RULE 51 -- EFFECTIVE DATE

This agreement will become effective as of April 1, 2005, and will remain in effect thereafter until revised or terminated in accordance with the procedure required by the Railway Labor Act.

Dated at East St. Louis, Illinois, this 1st day of April, 2005.

FOR THE ORGANIZATION: FOR THE CARRIER:

General Chairman, BMWE General Director Labor Relations

APPROVED:

Vice President, BMWE
Mr. Wayne Harris, Supervisor of Personnel,
Alton and Southern Railroad Company,
3105 Missouri Avenue
East St. Louis, Illinois

Dear Sir:

We are confirming below the agreement reached on the jurisdiction of certain work, which has been in dispute between System Federation 131 and Brotherhood of Maintenance of Way Employees in the Shop Buildings and Shop Yards at 26th Street.

Maintenance of Way Employees will build and paint lockers and other fixtures that are built in as a part of the building.

Carmen will build and Carmen Painters will paint lockers and fixtures that are movable and which are not built in as a part of the building.

Carmen Painters will paint machinery and tools in the Shop Buildings and Shop Yards used by Federated Shop Crafts.

Carmen will build signs, and Carmen Painters will paint, letter, stencil movable signs such as safety first signs, signs pertaining to keeping the premises clean, parking signs, etc. (does not include crossing signs or other signs pertaining to the operation of trains or other right of way signs.) If any of the signs made by Carmen and painted by Carmen painters are to be fastened to any building or structure or post, such work will be done by the maintenance of way employees.

If any of the above signs are to be painted, stenciled, or lettered directly to the building or structure such work will be done by Maintenance of Way employees.

Miscellaneous mechanics and Carmen Painters will have the right to cut stencils used by their respective crafts, except that stencils already cut, or made up in the future by either craft may be used by the other.

If the Carrier elects to paint automobile trucks with their own employees Carmen painters will do the painting.

This agreement is between the crafts signatory hereto and does not infringe upon the rights of other crafts who may be performing some of this work at this is time, or upon the right of the company and to purchase certain signs from outside manufacturers as in the past.
The above understanding will apply to the Shops and Shop Yards at 26th Street only.

Yours very truly,

/s/ W. E. Schneblin
General Chairman, Carmen
/s/ Robert Stringer,
General Chairman, Maint. of Way
NATIONAL VACATION AGREEMENT SYNTHESIS

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in subsequent National Agreements.

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 provision, the terms of the appropriate vacation agreement will govern.

Section 1.

(a) Effective with the calendar year 1973, an annual vacation of five (5) 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 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 employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year 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 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) such years, not necessarily consecutive.

(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.
(e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) 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 twenty-five (25) or more years 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 will be construed to grant to weekly and monthly rated employees, 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, will 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 employee renders no service because of his own sickness or because of his own injury will 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 employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and maximum of thirty (30) such days for an employee with fifteen (15) years or more years of service with the employing carrier.

(i) In instances where employees 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 employees 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 employee 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 compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could 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 or 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 employee 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 a 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 so qualifies for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(1) An employee 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 employee 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.

Section 2.

(Not reproduced here as it has no application to employees represented by the Brotherhood of Maintenance of Way Employees).

Section 3.

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

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

Section 4.
(a) Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service will be given to the desires and preferences of the employees 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 employees 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.

Section 5.

Each employee who is entitled to vacation will 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 will have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten (10) days’ notice will 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 affected employee.

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

Such employee will 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.

Section 6.

The carriers will provide vacation relief workers but the vacation system will 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 employees remaining on the job, or burden the employee after his return from vacation, the carrier will not be required to provide such relief worker.
Section 7.

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

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

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

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

(d) An employee 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 employee worked on as many as sixteen (16) different days.

(e) An employee 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.

Section 8.

The vacation provided for in this Agreement will be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, or noncompliance with a union-shop agreement, or failure to return after furlough he will 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 employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay will die the vacation pay earned and not received will 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.

Section 9.

Vacations will not be accumulated or carried over from one vacation year to another.
Section 10.

(a) An employee designated to fill an assignment of another employee 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 employee, such employee will receive the rate of the relief position if an employee receiving graded rates, based upon length of service and experience is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing employee can be distributed among fellow employees 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 employee will be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.

Section 11.

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

Section 12.

(a) Except as otherwise provided in this Agreement, a carrier will not be required to assume greater expense because of granting a vacation than would be incurred if an employee 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 employee on vacation would incur if he had remained on the job, the relief worker will be compensated in accordance with regular relief rules.

(b) As employees 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 employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employee 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 date of original entry into service unless otherwise provided in existing agreements.

Section 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 employees, 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, provide that such changes or understandings will not be inconsistent with this Agreement.

Section 14.

Any dispute or controversy arising out of the interpretation or application of any of the provisions of this Agreement will be referred for decision to a committee, the carrier members of which will be the Carrier’s Conference Committees signatory hereto, or their successors; and the employee members of which will be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the carrier members and employee members of such committee will 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.

Section 15.

Except as otherwise provided herein, this Agreement will be effective as of January 1, 1973, and will be incorporated in existing agreements as a supplement thereto and will 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, of desire to change this Agreement as of the end of the year in which the notice is served. Such notice will specify the changes desired and the recipient of such notice will 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 will thereafter be negotiated and progressed concurrently to a conclusion.

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 as made by the parties, and by Referee Morse, in his award of November 12, 1942, will remain in full force and effect.
In Sections 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 will apply in construing them as they appear in Sections 1 and 2 hereof.
APPENDIX "C"

NATIONAL HOLIDAY AGREEMENT SYNTHESIS

The following represents a synthesis in one document, for the convenience of the parties, of the current Holiday provisions of the National Agreement of August 21, 1954, and amendments thereto provided in subsequent National Agreements.

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 provision, the terms of the appropriate agreement shall govern.

Section 1.

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 hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

- New Year's Day
- Washington's Birthday
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

(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 pending 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, noncompliance with a union shop agreement, or disapproval of application for employment.
APPENDIX "C"

(d) The provisions of this Section and Section 3 hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede more favorable rules and practices existing on certain carriers under which other than regularly assigned employees are being granted paid holidays.

NOTE: This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays.

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 thereafter be 174 and overtime rates will be computed accordingly.

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

(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.

Effective January 1, 1973, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate.

Effective January 1, 1976, after application of the cost-of-living adjustment effective that date, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours' pay to their annual compensation (the rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. That portion of such 8 pro rata hours' pay which derives from the cost-of-living allowance will not become part of basic rates of pay except as provided in Article II, Section 1(d) of the Agreement of January 29, 1975. The sum of presently existing hours per annum plus 8, divided by 12, will establish a new hourly factor for purposes of applying cents-per-hour adjustments in such monthly rates of pay and computing overtime rates.
The hourly factor as shown in Section 2(a) above, was as a result of the addition of the birthday holiday increased, effective January 1, 1965, to 174-2/3; as a result of the addition of Veterans' Day as a holiday, effective January 1, 1973, increased to 175-1/3; and as a result of the addition of Christmas Eve as a holiday, effective January 1, 1976, increased to 176.

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 workdays 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 workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday 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 the purposes of Section 1, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the workday preceding and the workday following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the workdays 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.

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" or the "day," as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "workday" or the "day," as the case may be, immediately following the Christmas Day
holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

Section 4.

Provisions in existing agreements with respect to holidays in excess of the eleven (11) holidays referred to in Section 1 hereof shall continue to be applied without change.

Section 5.

(a) 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 Good Friday, to Veterans Day and to Christmas Eve in the same manner as to other holidays listed or referred to therein.

(b) All rules, regulations, or practices which provided 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 holiday, are hereby eliminated.

(c) 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 is also a work day, a rest, 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.

(d) Except as provided in this Section 5, 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.

Section 6.

Article II, Section 6 of the Agreement of August 21, 1954, which was added by the Agreement of November 20, 1964, is eliminated. However, the adjustment in monthly rates of monthly rated employees which was made effective January 1, 1965, pursuant to Article II of the Agreement of November 20, 1964, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect.
Section 7.

When any of the eleven 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 any 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 "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.
MEDIATION AGREEMENT A-89853
DATED FEBRUARY 10, 1971 AS AMENDED

ARTICLE V:

PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

Where employees sustain personal injuries or death under the conditions set forth in paragraph A below, the carrier will provide and pay such employees, 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 employees covered by this Agreement while such employees are 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 sub-paragraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under any 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 of an accident covered in paragraph A:

<table>
<thead>
<tr>
<th>Loss Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of Life</td>
<td>$300,000</td>
</tr>
<tr>
<td>Loss of Both Hands</td>
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</tr>
<tr>
<td>Loss of Both Feet</td>
<td>300,000</td>
</tr>
<tr>
<td>Loss of Sight of Both Eyes</td>
<td>300,000</td>
</tr>
<tr>
<td>Loss of One Hand and One Foot</td>
<td>300,000</td>
</tr>
<tr>
<td>Loss of One Hand and Sight of One Eye</td>
<td>300,000</td>
</tr>
<tr>
<td>Loss of One Foot and Sight of One Eye</td>
<td>300,000</td>
</tr>
<tr>
<td>Loss of One Hand or One Foot</td>
<td>150,000</td>
</tr>
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<td>or Sight of One Eye</td>
<td></td>
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</table>
“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.

Not 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 any 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) 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 employee 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 employee’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 employee, 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 any attempt threat, 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 employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;

5. While the employee is a driver or an occupant of any conveyance engaged in any race or speed test;

6. While an employee 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 employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act of any other law; provided, however, that any amount received by such employee 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 employee 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 on payable to any employee or his personal representative unless such employee, 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 supercedes 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, by 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, CASE NO. A-7128

DATED FEBRUARY 7, 1965

between

RAILROADS REPRESENTED BY THE

NATIONAL RAILWAY LABOR CONFERENCE

and the

EASTERN, WESTERN AND SOUTHEASTERN CARRIERS' CONFERENCE

COMMITTEES

and their employees represented by the following organizations,

through the

EMPLOYEES' NATIONAL CONFERENCE COMMITTEE,
FIVE COOPERATING RAILWAY LABOR ORGANIZATIONS:

1. Brotherhood of Railway and Steamship Clerks,
   Freight Handlers, Express and Station Employes
2. Brotherhood of Maintenance of Way Employes
3. The Order of Railroad Telegraphers
4. Brotherhood of Railroad Signalmen
5. Hotel & Restaurant Employes and Bartenders
   International Union

(As amended by Article XII Part A of the agreement of September 26, 1996 between the
National Carrier's Conference Committee and the Brotherhood of Maintenance of Way Employes.)
MEDIATION AGREEMENT

This agreement made this 7th day of February, 1965, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and hereby made a part hereof, and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees and the employees shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Five Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

ARTICLE I – PROTECTED EMPLOYEES

Section 1 –

All employees, other than seasonal employees, who were 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 hereinafter 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 BMWE Agreement.

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 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 I 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 agreements, 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 of 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 of 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 here to 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 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 chairman 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 as 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

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 general 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 a worse position with respect to his compensation, his total compensation and 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 wage increases), he shall be paid the difference less compensation for any 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 base period; provided, however, that in determining compensation in his 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 employee 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:

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 protections 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 and continuing application, or which is not of general system-wide application but which by its terms would apply in the future, may be preserved by the employee 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 this 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 protections 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 carriers 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 therefor.

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) has been applied to a transaction, coordination allowances and displacement allowances (or their equivalents or counterparts, 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 – DISPUTES COMMITTEE

Section 1 –

Any dispute involving the interpretation or application of any of the terms of this agreement and not settled on the carrier may be referred by either party to the dispute for decision to a committee consisting of two members of the Carriers’ Conference Committees signatory to this agreement, two members of the Employees’ National Conference Committee signatory to this agreement, and a referee to be selected as hereinafter provided. The referee selected shall preside at the meetings of the committee and act as chairman of the committee. A majority vote of the partisan members of the committee shall be necessary to decide a dispute, provided that if such partisan members are unable to reach a decision, the dispute shall be decided by the referee. Decisions so arrived at shall be final and binding upon the parties to the dispute.

Section 2 –

The parties to this agreement will select a panel of three potential referees for the purpose of disposing of disputes pursuant to the provisions of this section. If the parties are unable to agree upon the selection of the panel of potential referees within 30 days of the date of the signing of this agreement, the National Mediation Board shall be requested to name such referee or referees as are necessary to fill the panel within 5 days after the receipt of such request. Each panel member selected shall serve as a member of such panel for a period of one year, if available. Successors to the members of the panel shall be appointed in the same manner as the original appointees.

Section 3 –

Disputes shall be submitted to the committee by notice in writing to the Chairman of the National Railway Labor Conference and to the Chairman of the Employes’
National Conference Committee, signatories to this agreement, who shall within 10 days of receipt of such notice, designate the members of their respective committees who shall serve on the committee and arrange for a meeting of the committee to consider such disputes as soon as a panel referee is available to serve, and in no event more than 10 days thereafter. Decision shall be made at the close of the meeting if possible (such meeting not to continue for more than 5 days) but in any event within 5 days of the date such meeting is closed, provided that the partisan member of the committee may by mutual agreement extend the duration of the meeting and the period for decision; the notice provided for in this Section 3 shall state specifically the questions to be submitted to the committee for decision; and the committee shall confine itself strictly to decisions as to the question so specifically submitted to it.

Section 4 –

Should any representative of a party to a dispute on any occasion fail or refuse to meet or act as provided in Section 3, then the dispute shall be regarded as decided in favor of the party whose representatives are not guilty of such failure or refusal and settled accordingly but without establishing a precedent for any other cases; provided that a partisan member of the committee may, in the absence of his partisan colleague, vote on behalf of both.

Section 5 –

The parties to the dispute will assume the compensation, travel expense and other expense of their respective partisan committee members. Unless other arrangements are made, the office, stenographic and other expenses of the committee, including compensation and expenses of the referee, shall be shared equally by the parties to the dispute.

ARTICLE VIII – EFFECT OF THIS AGREEMENT

This Agreement is in settlement of the disputes growing out of notices served on the carriers listed in Exhibits A, B and C on or about May 31, 1963 relating to Stabilization of Employment, and out of proposals served by the individual railroads on organization representatives of the employees involved on or about June 17, 1963 relating to Technological, Organizational and Other Changes and Employee Protection. This Agreement shall be construed as a separate Agreement by and on behalf of each of said carriers and its employees represented by each of the organizations signatory hereto. The provisions of this Agreement shall remain in effect until July 1, 1967, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

No party to this agreement shall serve, prior to January 1, 1967, any notice or proposal on a national, regional or local basis for the purpose of changing the provisions of this Agreement, or which relates to the subject matter contained in the proposals of the parties referred to in this Article, and that portion of pending notices relating to such
subject matters, whether local, regional or national in character, are withdrawn. Any notice or proposal of the character referred to in this paragraph served on or after January 1, 1967 shall not be placed into effect before July 1, 1967.

ARTICLE IX – COURT APPROVAL

This Agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.

SIGNATURES NOT REPRODUCED
AGREEMENT

WHEREAS, Article XII, Part A of the Mediation Agreement Case No. A-12718, (Sub 1, Sub 1A, Sub 2, Sub 3, Sub 4, Sub 5, Sub 6, Sub 7, and Sub 8), dated September 26, 1976 ("September 26, 1996 Agreement), between employees represented by the Brotherhood of Maintenance of Way Employes ("BMWE" or "the Union") and certain carriers represented by the National Carrier's Conference Committee ("NCCC") makes certain amendments to the Mediation Agreement, Case A-7128, dated February 7, 1965 ("February 7, 1965 Agreement"), and

WHEREAS, the carriers covered by Article XII, Part A, which are represented by the NCCC ("Covered Carriers" or "Carrier"), and the BMWE 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 BMWE 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 the 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 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. 1087, 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 know as the “Carrier Members”. Two members shall be selected by the BMWE 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 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 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 BMWE. The compensation and expenses of the Neutral Member and all other expenses shall be borne half by the Carriers and half by the BMWE

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 I D, above. The parties must exchange their submissions within sixty (60) days following the filing of the notice of 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 hearing 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 of 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 by 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.

Signed this 25th day of October, 1996.
AGREEMENT

This Agreement made this 29th day of January, 1953, by and between Alton and Southern Railroad (hereinafter referred to as "the Carrier") and the employees thereof represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesses,

IT IS AGREED:

Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employees 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 calendar days of the date they first perform compensated service as such employees 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 days within a period of twelve 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 employees while occupying positions which are excepted from the bulleting and displacement rules of the individual agreements, but this provision shall not include employees who are subordinate to and, report to other employees who are covered by this agreement. However, such excepted employees are free to be members of the Organization at their option.

Section 3.

(a) Employees 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 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 employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty 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 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 leaves 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, 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 the 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 employee 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 noncompliance. Upon receipt of such notice, the Carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered Mail. Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten 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 calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee 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 employee 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 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 employee has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the Organization shall be promptly advised thereof in writing by Registered Mail. Return Receipt Requested.

If the decision is that the employee 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 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 employee 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 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 calendar days of the date the notice of appeal is received, and the employee 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 employee 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 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 calendar days from the date of the decision the Organization or the employee 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 calendar days from the date decision is rendered by the neutral person.

(c) If within ten 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 employee 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 employee 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 employee 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 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 employee, and the Organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee 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 employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Organization and the employee.

(d) The time periods specified in this section may be extended in individual 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 for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety 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 shall not, during such extension, retain or acquire any seniority rights. The position will be, advertised as vacant under the bulletin 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 employee'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 60 or, 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 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 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 noncompliance 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 February 16, 1953, and is in full and final settlement of notices served upon the Carrier by the Organizations signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement between Alton and Southern Railroad and the employees thereof represented by each of the Organizations signatory hereto. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at East St. Louis, Illinois this 29th day of January, 1953.

FOR ALTON AND SOUTHERN RAILROAD:

(Signed) R. DURLEY
Vice President

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

(Signed) G. E. LEIGHTY
Chairman
Railway Employes, A.F. of L.

(Signed) MICHAEL FOX
President
System Federation No. 131

(Signed) CARL L. ANDERSON President
International Association of Machinists

(Signed) EARL Melton
General Vice President
International Brotherhood of Boilermakers,
Iron Ship Builders & Helpers of America

(Signed) CARL L. Anderson
General Chairman
APPENDIX "F"

(Signed) CHAS. D. MacGOWAN
International President
International Brotherhood of Blacksmiths, Drop Forgers and Helpers

General Chairman

(Signed) JOHN PELKOFER
General President
Sheet Metal Workers International Association

R. D. CLYCE
General Chairman

(Signed) C. D. BRUNS
General Vice President
Brotherhood of Railway Carmen of America

(Signed) C. C. HARRIS
General Chairman

(Signed) IRVIN BARNEY
General President
International Brotherhood of Firemen, Oilers, Roundhouse and Railway Shop Laborers

(Signed) W. E. SCHNEBLIN
General chairman

(Signed) ANTHONY MATZ
President

(Signed) GEO. VAN LUIK
General Chairman L

(Signed) GEO. M. HARRISON
Grand President
Brotherhood of, Railway & Steamship Clerks, Freight Handlers, Express and Station Employes

(Signed) W. Q. McGovern
General Chairman

(Signed) T. C. CARROLL
President
Brotherhood of Maintenance of Way Employes General Chairman

(Signed) ROBERT E. STRINGER

(Signed) JESSE CLARK
President
Brotherhood of Railroad Signalmen of America

(Signed) HARRY L. PILGRIM
General Chairman

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APPENDIX "G"

MEMORANDUM OF AGREEMENT

between

ALTON AND SOUTHERN RAILROAD

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

This Agreement made by and between the Alton and Southern Railroad (hereinafter referred to as the Carrier), and the Brotherhood of Maintenance of Way Employees, (hereinafter referred to as the Brotherhood).

IT IS AGREED:

Section 1. Subject to the terms and conditions of this Agreement, the Carrier shall deduct the regular monthly dues payable to the Brotherhood by member's of the Brotherhood from wages due and payable to said members for services performed on the position that is subject to the rules of the basic Agreement upon the written and unrevoked authorization of a member in the form agreed upon by the parties hereto, copy of which is attached and made a part hereof. The signed authorization may, in accordance with its terms, be revoked in writing at any time after the expiration of one year from the date of its execution, or upon the termination of the rules and working conditions agreement between the par-ties hereto, whichever occurs sooner. Revocation of the authorization shall be in the form agreed upon by the parties hereto, copy of which is attached and made a part hereof. Both the authorization forms and the revocation of authorization forms shall be reproduced and furnished as necessary by the Brotherhood without cost to the Carrier. The Brotherhood shall assume full responsibility for the procurement and execution of said forms by employes and for the delivery of said forms to the Carrier. It is understood, further that the dues shall be uniform for each month and shall not be increased or decreased from month to month.

Section 2. Deductions will be made from the wages earned in the first period of the month. The following payroll deductions will have priority over deductions in favor of the Brotherhood as covered by this Agreement:

(a) Federal, State and Municipal taxes and other deductions required by law, including garnishment and attachments.

(b) Hospital Association dues.

(c) Amount due the Carrier for supplies or material furnished and monies paid out on behalf of the employe.

(d) Insurance and hospitalization premiums.
If the earnings of the employe are insufficient to remit the full amount of deduction for an employe, no deduction shall be made and same will not be accumulated to be deducted in a subsequent month. No deductions will be made from other than the regular payrolls; none to be made from special payrolls or from time vouchers.

Section 3. The Carrier shall remit to the Secretary Treasurer of Lodge 1081, -the amounts deducted from the wages of members who have authorized such deductions quarterly after -the deductions have been made, accompanied by a list of the members from whose wages deductions have been made for dues as herein provided.

Section 4. This Agreement shall cease to apply to any employe who may be adjudicated bankrupt or insolvent under any of the laws of the United States.

Section 5. No part of this Agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of an employe; and no part of this or any other agreement between the Carrier and the Brotherhood shall be used as a basis for a grievance or time claim by or in behalf of any employe predicated upon any alleged violation of I or misapplication or noncompliance with, the any part of this Agreement.

Section 6. The Brotherhood shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the entering into and complying with the provisions of this Agreement.

Section 7. This Agreement shall become effective on the first day of January, 1967, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act as amended.

Signed at East St. Louis, Illinois, this 29th day of November 1966.

FOR THE BROTHERHOOD: FOR THE CARRIER:

/s/ M. C. Bradford /s/ E. J. Maher
General Chairman Director of Personnel

/s/ Harold C. Weichert
Local Chairman
APPENDIX "G"

(ATTACHMENT "A")

WAGE ASSIGNMENT AUTHORIZATION

Mr. E. J. Maher, Director of Personnel
Alton and Southern Railroad
East St. Louis, Illinois

Name

(last)  (First)  (Middle initial)

Home  Address

(Street and Number)

(City or Town)

Social Security No. ________________

Division or Department ________________

Occupation __________________________

(Name and number of Lodge to which dues deducted are to be remitted)

I hereby assign to the Brotherhood of Maintenance of Way Employees that part of
my wages necessary to pay my monthly union dues as provided under the Check-Off
Agreement entered into by and between the Organization and the Alton and Southern
Railroad on ______________________, 1966, and I hereby authorize the Alton
(month) (day)
and Southern Railroad to deduct from my wages my regular monthly dues of
$_________ and pay them over to such designated representative of the Organization
in accordance with the said Check-Off Agreement. This authorization may be revoked in
writing by the undersigned at any time after the expiration of one year or upon the
termination of the aforesaid Check-Off Agreement or upon the termination of the rules
and working conditions agreement between the Company and the Brotherhood,
whichever occurs sooner.

______________________________
(Signature)

______________________________
(Date)
Mr. E. J. Maher, Director of Personnel
Alton and Southern Railroad
East St. Louis, Illinois

Name

(last) (First) (Middle initial)

Home Address

(Street and Number)

(City or Town)

Social Security No.

Division or Department

Occupation

Effective ______________, I hereby revoke the Wage Assignment Authorization now in effect assigning to the Brotherhood of Maintenance of Way Employees that part of my wages necessary to pay my monthly dues now being withheld pursuant to the Check-Off Agreement between the Brotherhood and the Company, and I hereby cancel the Authorization now in effect authorizing the Alton and Southern Railroad to deduct such monthly dues from my wages.

________________________
(Signature)

________________________
(Date)
ADDENDUM TO DUES DEDUCTION AGREEMENT
between
Alton & Southern Railway Company
and the
Brotherhood of Maintenance of Way Employes

In accordance with the provisions of the Voluntary Payroll Deduction of Political Contributions Agreement signed August 31, 1979, between Carriers represented by the National Railway Labor Conference and employees of said Carriers represented by the Brotherhood of Maintenance of Way Employes, the parties hereby amend the Dues Deduction Agreement of November 29, 1966, as amended, to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following terms and basis:

(a) Subject to the terms and conditions hereinafter set forth, the Carrier will deduct from the wages of employees voluntary political contributions upon their written authorization in the form (individual authorization form) agreed upon by the parties hereto, copy of which is attached, designated “Attachment A" and made a part hereof.

(b) Voluntary Political contributions will be made monthly from the compensation of employees who have executed a written authorization providing for such deductions. The first such deduction will be made in the month following the month in which the authorization is received. Such authorization will remain in effect for a minimum of 12-months and thereafter until canceled by 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 amount may be changed under the Dues Deduction Agreement.

A&S CBA Agmt 12-04
INDIVIDUAL AUTHORIZATION FORM
Voluntary Payroll Deductions -
Maintenance of Way Political League

TO: _______________________________
______________________________

Space for label showing name, address,
System board and local lodge number

_________________________________              Work Location
Department

I hereby authorize ______________________________, to deduct from my pay
the sum of $________________ for each month in which compensation is due me,
and to forward that amount to the Treasurer, Maintenance of Way Political League.
This authorization is voluntarily made on the specific understanding that the signing of
this authorization and the making of payments to the Maintenance of Way Political
League are not conditions of membership in the Union or of employment with the
Carrier; that the Maintenance of Way Political League will use the money it receives to
make political contributions and expenditures in connection with Federal, State, and
Local elections.

It is understood that this authorization will remain in effect for a minimum of
12 months; and, thereafter, I may revoke this authorization at any time by giving the
Carrier and the organization 30 days advance written notice of my desire to do so.

Signed at ______________________________ this _______ day
of____________, ___.

_____________________________________
(signature)

___________________________
Social Security Number
July 12, 1967

Mr. Marcus Bradford, General Chairman
Brotherhood of Maintenance of Way Employes
Route 4, Green Acres
Edwardsville, Illinois 62026

Dear Sir:

At a meeting held in my office today it was understood that in application of paragraph (d) of Rule 20A-Discipline and Grievances, the payment referred to for "any monetary loss sustained" is interpreted to mean that such payment will be reduced by all earnings received by such employee from any and all sources including benefits received under the provisions of any federal, state, or local law which provides for unemployment insurance benefits.

It is further understood in this connection that it to the company's responsibility to submit bona fide proof to the General Chairman of any such earnings.

If the foregoing correctly reflects our understanding of this matter, please so indicate in the space provided below and return three copies of this letter to me.

Yours very truly,

/s/ E. J. Maher
Director of Personnel

AGREED:

/s/ M. C. Bradford
General Chairman

A&S CBA Agmt 12-04