AGREEMENT

between

CLINCHFIELD RAILROAD COMPANY

and its

EMPLOYES

represented by

BROTHERHOOD OF
MAINTENANCE OF WAY
EMPLOYES

as to

Rates of Pay, Rules and Working Conditions

Effective July 1, 1973

Superseding Issue Effective July 1, 1964
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AGREEMENT
between
CLINCHFIELD RAILROAD COMPANY
and its employees
represented by
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Effective July 1, 1973
Superseding Issue Effective July 1, 1964
RULE 1 – SCOPE

The rules contained herein govern the hours of service, working conditions and rates of pay of all employees in the Maintenance of Way and Structure Department, as listed in Appendix A attached hereto, represented by the Brotherhood of Maintenance of Way Employees.

The Rules of this Agreement shall not apply to the supervisory officers above the rank of Foreman.

RULE 2 – SENIORITY

Seniority in the classes of all employees will commence from the first day of service when assigned to a position that has been bulletined as provided for in paragraphs (a) and (b) of Rule 7 and will be confined to the sub-department in which employed. No employee shall establish seniority in the higher rank while serving in a position that has not been bulletined.

RULE 3 – SENIORITY – ESTABLISHMENT OF

(a) Persons entering the service will not establish seniority until their applications have been approved, they have passed physical examination, and have otherwise satisfactorily met the Company’s requirements for persons entering service. Rejection, if made, will be within sixty (60) calendar days after the person performs first service in the Class within the Group employed. When persons entering service have met the Company’s entrance requirements or have not been rejected within sixty (60) calendar days, their seniority will be established as of the date pay started in the Seniority Class within the Group employed. When two or more new employees establish seniority in the same seniority Class and Group on the same date, the employing officer will determine the respective seniority standing of such employees.

(b) Employees already in the service going to positions in a seniority Class and Group in which they have not previously established seniority will only establish seniority in the new seniority Class and Group as of the date their pay starts after being awarded a bulletined permanent position in the new seniority Class and Group.

(c) Employees already in the service and who are appointed to positions will be given seniority in the new seniority Class and Group as of the date their pay starts after being appointed to the position. Names of employees appointed to such positions will be furnished the General Chairman and Local Chairman.

(d) Where two or more employees already in the service establish seniority in a new seniority Class and Group on the same date, the supervisory officer will determine their respective seniority standing in the new seniority Class and Group on the basis of the earliest seniority date held on other seniority rosters under this agreement.

(e) Employees will retain and accumulate seniority established in any seniority Class or Classes on any roster or rosters provided for in Rule 4 while governed by the Rules of this Agreement.

(f) Employees who establish seniority in a higher Class without previous seniority in lower classes will, at the time of establishing seniority in the higher class, establish seniority in lower classes in that group.

RULE 4 – SENIORITY GROUPS AND CLASSES

(a) For the purpose of applying seniority, the employees covered by this Agreement shall be divided into seniority Groups and Classes as follows:

(b) Track sub-department comprises the following groups and classes:

No. 1 – TRACK GROUP:

Extra Gang Foremen and Section Foremen
Assistant Foremen (Extra Gang)
Apprentice
Track Laborers (Section and Extra Gang)

No. 2 — WELDING GROUP:
Welders
Assistant Welders
Welder Helpers

No. 3 — ROADWAY MACHINE OPERATOR GROUP:
Ditcher Foreman
Craneman
Ditcher Truck Operator
Foreman — Operator Power Ballaster
Assistant Tamper-Operator
Bulldozer Operator

(c) Bridge and Building sub-department comprises the following groups and classes:

No. 1 — FOREMEN GROUP:
Foremen
Assistant Foremen

No. 2 — CARPENTER GROUP:
Lead Carpenters
Carpenters (First Class)
Carpenters (Second Class)

No. 3 — PAINTER GROUP:
Lead Painters
Painters

No. 4 — BRIDGE AND BUILDING:
Helpers

(d) Water Supply and Equipment sub-department comprises the following groups and classes:

Maintainer
Assistant Maintainer

(e) Camp car cook group is common to both Track and Bridge and Building sub-departments. (Including cooks on signal forces)

NOTE 1:

(a) An Assistant Tamper Operator shall not be required to work with the Foreman - Operator Power Ballaster. When an Assistant Tamper Operator is assigned with him, the Foreman - Operator Power Ballaster may handle “Y” Orders for protection of the tamper machine and any other machines that may be working with the “Y” Order limits.

(b) In the absence of the Assistant Tamper Operator for short durations, such as vacation, sickness, etc., it will not be necessary to fill this position. Should the Assistant Tamper Operator
position be abolished, the "Y" Order duties described in Paragraph (a) will not be required of the Foreman - Operator Power Ballaster.

NOTE 2:

It is agreed that the terms "Track Welding Gangs; Welders, Assistant Welders, Welder Helpers" do not apply to electric welding and that the Company has the right to have repairs to track materials by the electric process performed by other than employees covered by the Agreement, and that the Agreement is not violated thereby.

Welders, Assistant Welders and Welder Helpers may be required to perform electric welding but the right of the Company to have such work performed by other than employees covered by the Agreement continues in effect. Such practices of requiring Welders, Assistant Welders, and Welder Helpers to perform electric welding may be discontinued at any time and the Organization agrees that no claims will be made as a result of discontinuance of electric welding by employees covered by Appendix A.

Nothing in this Agreement shall be construed to void or abrogate the right of the Company to have electric welding performed by other than employees covered by Appendix A.

NOTE 3:

**SMALL UTILITY GANGS**

(a) Small bridge and building or paint gangs may be established as follows:

   (1) A two-man gang shall consist of:

   1 lead carpenter (or lead painter)
   1 carpenter 2nd class (or painter)

   (2) A three-man gang shall consist of:

   1 lead carpenter (or lead painter)
   1 carpenter 1st class (or painter)
   1 carpenter 2nd class (or painter)

   (3) A four-man gang shall consist of:

   1 lead carpenter (or lead painter)
   1 carpenter 1st class (or painter)
   1 carpenter 2nd class (or painter)
   1 helper

   (b) Such gangs shall have regularly assigned hours, and camp car or trailers, when furnished, are their headquarters. The lead men shall be in charge and will be held responsible for the work, making required reports, etc.

   (c) Rates of pay for lead carpenters shall be 5c per hour more than carpenters 1st class. Pay for lead painters shall be 5c per hour more than painters.

   (d) These gangs will not be doubled up to make larger gangs to avoid assignment of a foreman.

NOTE 4:

Small Ditcher gangs may be established with a Ditcher Foreman, Craneman and Ditcher Truck Operator.

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These gangs will not be doubled up to make larger gangs to avoid assignment of a foreman or cook.

Such gangs shall have regularly assigned hours, and camp car or trailers, when furnished, are their headquarters.

When the Ditcher Gang is performing work as an independent gang and the Ditcher Foreman is in charge of and directly responsible for work other than the ditcher crane and has under his supervision and direction dump trucks and power ballast regulator and broom combination, the rate of pay allowed on such days shall be that of Extra-Gang Foreman.

NOTE 5: — Assistant Maintainer

It is agreed that this position requires a qualified mechanic and that headquarters of the position will be the location where service is required. The position contemplates eight hours’ service, which, when required, will be performed over an eleven-hour spread — 1 1/2 hours prior to the starting time of the gang and 1 1/2 hours after the quitting time of the gang at the location where the service is performed. Any time worked between 6:00 P.M. and 6:00 A.M. will be paid at the rate of time and one-half. When the position is located with the gang, the Assistant Maintainer will live on gang cars.

It is agreed that the position can and will be worked from headquarters points or locations other than that of the Maintainer.

RULE 5 — SENIORITY ROSTERS

(a) Seniority rosters of employees will be separately compiled. Copies will be furnished Foreman, General Chairman and Local Chairmen, and be posted at convenient places available for inspection by employees interested.

Rosters will show the names of the employees and their seniority date or dates established under the Rules of this Agreement, except that names of laborers will not be included and their seniority rights will not apply until they have been in service of the Company in excess of sixty (60) days. In computing service, the preponderating portion of each pay period will be recognized.

Rosters will be revised in January of each year and will be open to correction for a period of sixty (60) days from date roster is posted.

(b) Any dating which shall have remained unchanged on two (2) successive rosters shall not be open to any question thereafter.

NOTE: It has been agreed that under Section (b) of this rule if a name is omitted from the seniority list that the rule does not bar consideration of such cases upon the merits, providing request is made within two (2) years from the date of the alleged service performed upon which the employee desires to establish seniority, but the burden of showing that the omission was erroneous rests upon the person claiming seniority despite the omission.

(c) The seniority date of each gang will be forwarded to the roadmaster’s office on or before November of each year, giving a list of laborers under his supervision and date entering service thereof.

RULE 6 — SENIORITY RIGHTS

(a) All employees covered by this Agreement will have system-wide seniority and all positions covered by this Agreement will be bullotted accordingly.

(b) Seniority rights of employees will be restricted to seniority established in a Class or Classes on any seniority roster or rosters, and they will have the right to exercise their preference
to positions to which their seniority entitles them when forces are reduced, positions abolished, vacancies occur, and new positions are created.

RULE 7 -- NEW POSITIONS AND VACANCIES

(a) New positions or vacancies will be bulletined within ten (10) days previous to or following date such vacancy occurs. This does not apply to vacancies as a result of employees being absent on vacation. A temporary vacancy or position is one which is thought will not exceed thirty (30) calendar days. When it becomes known as a temporary position or vacancy and will exceed thirty (30) days, it will be promptly bulletined as a permanent position, except vacancies of employees on leave of absence or by the result of personal injury or sickness of the regular incumbent will be bulletined as temporary. Should those vacancies listed as an exception above become permanent, they will be bulletined as such.

(b) Appointments to new positions, or to fill vacancies, will be made after bulletin notice has been posted for a period of ten (10) days at the headquarters of employees entitled due consideration, during which time employees may file application with the official whose name appears on the bulletin. Assignments will be made before the expiration of fifteen (15) days from the date of the bulletin. Assignment notices will receive the same distribution as the bulletins. The successful applicant will be placed on the position within ten (10) days from the date the assignment is made. Ability and merit being sufficient, seniority shall prevail in the appointment.

(c) Positions may be filled temporarily pending bulletined assignment.

RULE 8 -- FILLING TEMPORARY VACANCIES AND POSITIONS

(a) (1) In the event of a temporary position of 15 work days or less as section foreman or extra gang foreman the vacancy will be filled by the senior assistant on this Force. In the event there is no assistant foreman on this force it will then be filled by the senior apprentice on the force.

(2) In the event there is no apprentice on the particular force the vacancy would be filled by the senior apprentice who is available on that vicinity.

(b) In the event of a temporary vacancy of 15 work days or less in the B&B Force as foreman it will be filled by the senior assistant foreman on this force.

(c) In the event of a temporary vacancy of 15 work days or less in the welder's position it will be filled by the senior assistant welder on this force.

(d) In the event of a temporary vacancy of 15 work days or less as Foreman Operator Power Ballaster this position will be filled by the Assistant Operator Power Ballaster on the particular force.

(e) In the event of a temporary vacancy of 15 work days or less in the Ditcher Foreman - Engineer position it will be filled by the senior Craneman on this particular force.

(f) In the event of a temporary position of 15 work days or less as assistant foreman is filled the senior apprentice on the particular force will be used. In the event there is no apprentice such as B&B gangs the senior employee on this particular force will be used.

(g) In the event a temporary vacancy of 15 work days or less in a laborer's position is filled, the senior furloughed laborer will be called to fill this vacancy. He will be given 15 work days to report to the position. After the senior employee has been called, the position can be filled by a furloughed laborer available in that vicinity until the senior employee who has been called, reports.

(h) In the event a temporary vacancy of 15 work days or less in carpenters, painters,
water service and equipment maintainers positions below the rank of foreman and assistant foreman is filled, the vacancy will be filled by the senior employee on the particular force or gang.

(i) If the above referred to temporary vacancies exist more than 15 work days, they will be immediately advertised by bulletin to all concerned.

Nothing in this agreement shall be construed to require during vacation periods the filling of any position.

RULE 9 – FORM OF BULLETIN
Clinchfield Railroad Company
Maintenance of Way Department
BULLETIN No. __________________________

____________________________________  (Place)

____________________________________  (Date)

ALL CONCERNED:

The following position(s) is (are) bulletined for bids, applications for which will be received from_________________________ to _________________________, inclusive:

POSITION:
RATE OF PAY:
FIRST DAY OF WORK:
ASSIGNED REST DAYS:
PRESENT POINT OF 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)

COPY:

____________________________________  (General Chairman)

____________________________________  (Local Chairman)

–6–
RULE 10 – FORM OF ASSIGNMENT
Clinchfield Railroad Company
Maintenance of Way Department
BULLETIN

(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: ______________________

(Name)

(Title)

Copy:

(General Chairman)

(Local Chairman)

RULE 11 – DECLINING TO MAKE APPLICATION

Employees declining to make application for bulletined positions shall not lose their seniority except:

(a) Employees when cut off or working in a lower class and no applications are received on
a permanent position above the rank of a laborer by an employee holding seniority in the class
advertised, the senior employee with seniority in the class advertised but cut off or assigned to a
lower class will be given 10 days in which to protect the assignment or forfeit his seniority in the
advertised class.

(b) When permanent laborer position is advertised and no applications are received senior
cut off laborer will be given 10 days' written notice at his last known address to protect the
position or forfeit his seniority.
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ORDER OF RANK
RULE 12 – PROMOTIONS
Promotions shall be based on ability, merit and seniority. Ability and merit being sufficient seniority shall prevail. Management shall be the judge of ability and merit subject to Rule 35(c).

RULE 13 – DECLINING PROMOTIONS
Employees declining promotions will not lose their seniority.

RULE 14 – FAILING TO QUALIFY
Employees accepting promotion will be allowed thirty (30) days in which to qualify and failing to qualify within 30 days will return to their former rank in accordance with the seniority provisions of this agreement.

RULE 15 – FORCE REDUCTION
(a) Except as provided in Paragraphs (b) and (c), not less than five (5) working days’ advance notice will be given employees assigned to permanent positions including laborers and employees assigned to bulletined temporary vacancies, before positions are abolished or force reductions are to be made.

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

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

(d) When force reductions are made, positions are abolished, or displacements occur, employees affected, other than laborers, shall, within ten (10) days, exercise their seniority to positions to which their seniority entitles them. Employees other than laborers shall exhaust all seniority rights before being considered furloughed, and failing to do so, will forfeit all seniority established under provisions of this agreement. Employees who are cut off or displaced and used in temporary service before asserting displacement rights, shall have ten (10) days after being released from such temporary service in which to exercise seniority rights in accordance with provisions of this rule.

Laborers shall have the right to exercise seniority as such to other gangs, but will not be required to do so. When done, seniority must be exercised within ten (10) days. Where it is not done, laborers status becomes that of furloughed employees.

(e) When reducing force, seniority shall govern, first laying off junior employees in the rank at the point where reduction is to be made.

(f) Employees exercising their seniority rights will do so without expense to the Company.

(g) An employee will not be considered as being displaced until the individual asserting displacement rights actually starts work on his position. To avoid two employees reporting for the same position at the same time on the same day, the employee asserting displacement rights must
arrange for the employee to be displaced to be notified not later than last work day prior to dis- 

RULE 16 — LEAVE OF ABSENCE

(a) When the requirements of the service will permit employees upon written request, 
may be granted leave of absence in writing for a period not exceeding sixty (60) days. Extension 
of such leave of absence may be granted by approval of the proper officer of the Company and the 
General Chairman.

An employee absent on leave who engages in other employment will be considered out 
of the service unless special arrangements shall have been made with the official granting the leave 
of absence.

(b) Employees’ Committeemen will be granted leave of absence and free transportation in 
accordance with the rules of the Company for the purpose of adjusting differences between the 
Company and the employees represented by the organization.

(c) Employees elected as representatives of employees shall be considered on leave of 
absence and shall retain their seniority rank and rights if asserted within thirty (30) days after 
released from excepted employment.

RULE 17 — RETURN AFTER ABSENCE

(a) Except as provided for in Rule 18, an employee returning to duty after leave of absence, 
vacation, sickness, disability or suspension, may return to former position, or may upon return, 
or within six (6) days thereafter, exercise seniority rights to any position bulletined during his 
absence, except in the event his former position has been abolished during his absence, or his 
position has been filled during his absence by a senior employee exercising displacement rights, 
he may exercise his seniority. Employees displaced by his return may exercise their seniority.

(b) When an employee is off for sickness, injury or legitimate leave of absence his position 
and his position only will be advertised as a temporary vacancy. Any vacancy which occurs on 
your position as result of regularly assigned employee being assigned the temporary vacancy will 
be bulletined as permanent.

When the employee who was sick, injured or on leave returns, he will return under para-
graph (a). The man who was on the temporary position if so displaced will be a free agent and 
may place himself on any other position which his seniority and qualifications will permit.

RULE 18 — RETIRED EMPLOYEES

(a) Employees, covered by this Agreement, who may be granted an annuity on account of 
physical disability when less than sixty-five (65) years of age, under the Railroad Retirement Act, 
shall retain and continue to accumulate all seniority rights until the age of sixty-five is reached. 
Such vacancies will be bulletined as permanent vacancies. In the event of recovery and return to 
active service, the employee may return to his former position unless declared physically unfit by 
the Management, and if seniority permits, or otherwise exercise his seniority rights by displacing 
any employee junior in service, in a seniority Class and Group in which he has established 
seniority. Employees displaced by his return may exercise their seniority in the same manner.

(b) All employees shall forfeit all seniority and retire from service effective at the end of 
the calendar month in which they attain age sixty-five (65) years.

RULE 19 — DETAINED FROM WORK

An employee desiring to be absent from service must obtain permission from his foreman or 
the proper officer. In case an employee is unavoidably kept from work, he will not be discrim-
inated against. An employee detained from work on account of sickness or for any other good 
cause shall notify his foreman or the proper officer as early as is possible.
RULE 20 – RETENTION OF RIGHTS

Furloughed employees desiring to retain their seniority rights must file their addresses in writing with the Roadmaster or Supervisor of their sub-department within ten calendar days from the date of the first reduction.

Thereafter, renewal of such notice will not be required after such first notice is filed, but the Roadmaster or Supervisor of the employee's sub-department must be immediately notified in writing of any change of address. Failure of employees to comply with these provisions or to return to the service within fifteen calendar days after being officially notified in writing, without satisfactory reason for not doing so, or unless a leave of absence has been obtained, will cause forfeiture of all seniority rights.

RULE 21 – OFFICIAL POSITIONS

Employees who have been or may be promoted from the ranks to fill official, subordinate official, or excepted positions with the Company or official positions with the Brotherhood of Maintenance of Way Employees, will retain their seniority rights in the class of service and on the district from which promoted and, when released, may exercise their seniority rights as provided by this agreement, and their names will be shown on the seniority roster.

RULE 22 – BEGINNING AND ENDING OF DAY

Employees' time will start and end at designated assembling points for each class of employees, such as tool houses, camp cars, carpenter shops and trailers, except that in case of wrecks or other emergencies employees may be relieved away from home when desirable and their expenses borne by the Company.

It is the policy of the Management that men not be held on duty for a continuous period of longer than sixteen hours, including their regular assignment, without a period of eight hours rest, and where this cannot be literally applied it shall be observed as nearly as the circumstances may permit.

If facilities are available so that men may be relieved at or near point of emergency, the relief period will be for as near eight hours as practicable and their board and lodging will be at the expense of the Railroad Company.

RULE 23 – HOURS OF SERVICE

(a) The starting time of the regular work period for regularly assigned service will be designated by the supervisory officer and will not be changed without first giving employees affected thirty-six (36) hours’ notice.

(b) Employees working single shifts, regularly assigned exclusively to day service, will start work period between six a.m. and eight a.m.

(c) Employees working single shifts, regularly assigned exclusively to part day and part night service, will start work period between three p.m. and six p.m.

(d) Employees working single shifts, regularly assigned exclusively to night service, will start work period between six p.m. and nine p.m.

(e) For regular operation necessitating working periods varying from those fixed for the general force, the hours of work will be assigned in accordance with the requirements.

RULE 24 – BASIC DAY

(a) Except as otherwise provided in these rules, eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work.

(b) Regular established daily working hours will not be reduced below eight (8) hours per day to avoid making force reductions.
RULE 25 — MEAL PERIOD

(a) When a meal period is allowed, it will be between the ending of the fourth hour and
beginning of the seventh hour after starting work, unless otherwise agreed upon by the Company
and employees. When the hour for the meal period has been agreed upon, it will not be changed
without a thirty-six hour advance notice to the employees directly affected.

(b) Unless acceptable to a majority of the employees directly interested, the meal period
shall not be less than thirty (30) minutes nor more than one (1) hour.

(c) If the meal period is not afforded within the allowed or agreed time limit and is work-
ed, the meal period shall be paid for at the rate of time and one-half and twenty (20) minutes
with pay in which to eat shall be afforded at the first opportunity.

(d) Employees will not be worked beyond 10 hours from the regular starting time of the
force without being allowed time to eat, or a second meal period. If worked beyond 12 midnight
the third meal period will be allowed at midnight.

Time for breakfast will be allowed between 6:00 a.m. and 7:00 a.m. when employees are
held on duty into the second day.

Employees time will be continuous during the second, third and fourth meal periods.

RULE 26 — REPORTING — HELD ON DUTY

All hourly rated employees required to report at the usual starting time and place for the
day’s work and when conditions prevent work being performed will be allowed a minimum of
three (3) hours. If held on duty over (3) hours, actual time so held will be paid for.

RULE 27 — COMPOSITE SERVICE

Employees temporarily or permanently assigned to higher rated positions shall receive the
higher rates while occupying such positions. Employees temporarily assigned to lower rated
positions shall not have their rates reduced.

RULE 28 — WORK WEEK

Note:
The expressions “positions’’ and “work” used in this Rule 28 refer to service, duties, or op-
erations 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 this rule, all employees will be
assigned to a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each,
with two (2) consecutive days off in each seven (7). The work weeks may be staggered in accord-
ance with the Carrier’s operational requirements. So far as practicable the days off shall be
Saturday and Sunday. The foregoing Work Week Rule is subject to the provisions of this Rule,
which follow:

(b) FIVE DAY POSITIONS — on positions the duties of which can reasonably be met in
five (5) 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 (6) days each week, the rest days will be either Saturday and Sunday or Sunday and
Monday.

(d) SEVEN DAY POSITIONS — On positions which are filled seven (7) days per week,
any two (2) 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 (5) days of work and two (2) days consecutive rest days, will be established to do the work necessary on rest days of assignments in six (6) or seven (7) 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 time, 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** — In positions or work extending over a period of five (5) days per week, where the Carrier contends its operational requirements cannot be met under the provisions of Paragraph (b) of this Rule, and some employees are required for service Tuesday through Saturday, such assignments may be agreed upon between the parties signatory hereto.

(g) **NON-CONSECUTIVE REST DAYS** — After all possible regular relief positions are established pursuant to Paragraph (e) of this Rule, and there remain positions covered by Paragraphs (c), (d) and (e) which may affect the consecutiveness of the rest days, the following may be agreed upon between the parties signatory hereto.

1. Possible use of rest days other than Saturday and Sunday.
2. The accumulation of rest days and the granting of longer consecutive rest periods.
3. Other suitable or practical plans which may be suggested by either of the parties.

If the foregoing does not solve the problem, then some of the relief or extra men may be given non-consecutive rest days.

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 (5) days per week, the number of regular assignments, covered by paragraph (c), (d) and (e), necessary to avoid this may be made with two (2) non-consecutive days off.

(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 rest days off, the regular days off of that assignment.

(i) **BEGINNING OF WORK WEEK** — The term “work week” for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletin on to work, and for unassigned employees shall mean a period of seven (7) consecutive days starting with Monday.

(j) **WORK ON UNASSIGNED DAYS** — Where work is required by the carrier to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have forty (40) hours of work that week; in all other cases by the regular employee.

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

**RULE 29 — OVERTIME**

(a) Time worked preceding or following and continuous with a regularly assigned eight hour work period shall be computed on actual minute basis and paid for at time and one-half rates, with double time computed on actual minute basis after sixteen 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 (a) to new employees temporarily brought into the service in emergencies, the starting time of such employees will be considered as of the time that they com-
mence work or are required to report. This shall not affect the present provisions of this agreement covering meal periods.

Time worked not continuous with a regularly assigned 8-hour work period shall be computed on the actual minute basis and paid for at time-and-one-half rates, with double time computed on actual minute basis after 16 continuous hour of work in any 24-hour period computed from the reporting time at the location specified.

(b) Work in excess of 40 straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under Rule 28.

(c) Employees worked more than five days in a work week shall 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 Rule 28.

There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, 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.

RULE 30 — ABSORBING OVERTIME

Employees will not be required to suspend work during regular working hours to absorb overtime.

RULE 31 — AUTHORIZED OVERTIME

(a) No overtime work will be required except by directions of the proper authority, except where advance authority is not obtainable in case of emergency. The proper officer of the Company will determine when overtime work is required and will designate, subject to the provisions of this rule, the employees who will perform such overtime work.

(b) Except as provided in Section (c) of this Rule 31, when employees are notified or called to perform work not continuous with the regular work period, the employee or employees working in the seniority Class of the immediate force or gang delegated to perform the work who have made themselves available, will be notified or called on a seniority basis.

(c) When overtime work is required immediately following the regular work period, the particular employee or employees performing such work during the regular work period will perform the work on seniority basis; provided however, that in addition to the employee or employees aforementioned, other employees may also be required to perform the work as provided for in Section (b). This Section (c) of Rule 31 will apply regardless of whether or not the work is stopped for a meal period.

(d) Employees will not receive overtime for time employed in making up their time books or time reports.

RULE 32 — CALLS

(a) When notified or called to work not continuous with the regular work period, employees will be allowed a minimum of two (2) hours and forty (40) minutes at time and one-half for two (2) hours and forty minutes work or less, and if held on duty in excess of two (2) hours and forty (40) minutes time and one-half time will be allowed for all time worked up to their assigned hours.
(b) Except as otherwise provided in this agreement, regularly assigned employees who are assigned, notified or called to work on either or both their assigned rest days, shall be paid on the actual minute basis for work performed at the rate of time and one-half with a minimum allowance of two (2) hours forty (40) minutes at the time and one-half rate for two (2) hours forty (40) minutes work or less.

RULE 33 – REST DAYS AND HOLIDAYS SERVICE

Employees who are required to work or held on duty on rest days and holidays (provided that when any of the holidays fall on Sunday, the day observed by the State or Nation or by Proclamation shall be considered the holiday) shall be compensated therefor at the rate of time and one-half with a minimum allowance of two (2) hours and forty (40) minutes for any call. For time worked in excess of sixteen (16) hours on rest days and holidays, double time will be allowed.

The provisions of this rule shall not apply to employees who work on holidays at their own request in which event they shall be paid at the pro rata rate.

RULE 34 – HOLIDAYS

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 the National Agreements of August 19, 1960, November 20, 1964, May 17, 1968, and February 10, 1971, with appropriate source identifications.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any 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
- *Veterans Day
- Thanksgiving Day
- Christmas

Note: Effective January 1, 1973, Friday after Thanksgiving shall be observed in lieu of Veterans Day (agreement February 28, 1972)

(ART. II – HOLIDAYS – Section 1(a) and 2(a) – 2/10/71 Agreement)

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

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

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

(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.

(Art. III — Holidays — Section 1 — 5/17/68 Agreement)

Section 2(a). Monthly rates, the hourly rates of which are predicted 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.

(Art. II — Holidays — Sections 2(a) and 2(b) — 8/21/54 Agreement)

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.

(Art. II — Holidays — Section 2(d) — 2/10/71 Agreement)

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; and as a result of the addition of Veterans Day as a holiday, effective January 1, 1973, shall be increased to 175-1/3.

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

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

**(ART. III — HOLIDAYS — Section 2 — 5/17/68 Agreement)**

**Section 4.** Provisions in existing agreements with respect to holidays in excess of the eight holidays referred to in Section 1 hereof shall continue to be applied without change.

**Note:** Effective January 1, 1973, the reference in this Section 4 to "eight holidays" is changed to "nine holidays."

**(ART. II — HOLIDAYS — Sections 1(b) and 2(c) — 2/10/71 Agreement)**

**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 in the same manner as to other holidays listed or referred to therein.

**(ART. II — HOLIDAYS — Section 1(c) — 2/10/71 Agreement)**

**Note:** Effective January 1, 1973, this Section 5(a) is amended to read as follows:

**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 and to Veterans Day in the same manner as to other holidays listed or referred to therein.

**(ART. II — HOLIDAYS — Section 2(b) — 2/10/71 Agreement)**

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

**(ART. II — HOLIDAYS — Section 1(c) — 2/10/71 Agreement)**

(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 day, and/or a vacation day.

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

(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.

**(ART. III — HOLIDAYS — Section 4 — 5/17/68 Agreement and ART. II — HOLIDAYS — Section 1(c) — 2/10/71 Agreement)**

**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 affect.

(ART. II — HOLIDAYS — Section 1(d) — 2/10/71 Agreement)

Section 7. When any of the nine 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.

(ART. II — HOLIDAYS — Sections 1(e) and 2(c) — 2/10/71 Agreement)

**RULE 35 — DISCIPLINE**

(a) An employee disciplined, or one who considers himself unjustly treated, shall have a fair and impartial hearing, providing a written request is presented to his immediate superior within ten (10) days of date of discipline. The hearing shall be granted within ten (10) days thereafter, and a decision will be rendered within twenty (20) days after the completion of the hearing.

(b) If an appeal is taken it must be filed with the next higher officer, and a copy furnished the officer from whose decision the appeal is taken, within ten (10) days of the date of the decision.

The hearing and the decision on the appeal shall be governed by the time limits of the preceding section.

(c) The right of appeal by employees or their representatives, in regular order of succession, and in the manner prescribed, up to and including the highest officer designated by the Company to whom appeals may be made, is hereby established.

(d) An employee, on request, will be given a letter stating the cause of discipline.

A transcript of the evidence taken at the hearing or an appeal will be furnished the employee and his representative.

(e) At the hearing or on appeal an employee may be represented by one or more “duly accredited representatives” as that term is defined in this agreement.

(f) Any bona fide representative of the Grand Lodge of the B.M.W.E. shall be entitled to represent any employee or any committee upon presentation of proper credentials.

(g) If the final decision decrees that the charges against the employee were not sustained, the record will be cleared of the charge. If the employee has been suspended or dismissed, he will be returned to his former position and paid for all time lost.

**Note:** The time limits for appeal and decision set forth in this rule are controlling for such matters, rather than the limits specified in Rule 36, except that following decision of the highest designated officer, Rule 36 shall apply.

**RULE 36 — TIME LIMIT ON CLAIMS**

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

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

(c) The requirements outlined in paragraph (a) and (b), pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within nine months from the date of said officer’s decision proceedings are instituted by the employee or his duly authorized representative before the appropriate divisions 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 Act. It is understood, however, that the parties may by agreement in any particular case extend the nine months’ period herein referred to.

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

(e) This rule recognizes the right of representatives of the Organization, to file and prosecute claims and grievances for and on behalf of the employees they represent.

(f) This rule 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 nine months of the date of the decision of the highest designated officer of the carrier.

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

RULE 37 – ATTENDING COURT

Employees attending court in behalf of the Company shall be allowed eight hours per day and when attending court in behalf of the Company away from home shall be allowed actual expenses.

Transportation to and from court shall be furnished by the company and employees will turn in witness certificates from the Clerk of the Court to the Company’s representative.

RULE 38 – LODGING, MEALS, TRAVEL TIME

Section 1

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

1. If lodging is furnished by the railroad company, the camp cars or other lodging furnished shall include bed, mattress, pillow, bed linen, blanket, towels, soap, washing and toilet facilities.

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

(b) Meals

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

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

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

(c) Employees required by management to travel on or off their assigned territory in boarding cars will be allowed straight time traveling during regular working hours. Time spent in traveling from one work point to another, outside of regularly assigned hours or on a rest day or holiday, shall be paid for at straight-time rate. In computing travel allowance the payment shall be based on rail miles at the rate of two minutes per mile.

An employee who is not furnished means of transportation by the railroad company from one work point to another and who uses other forms of transportation for this purpose shall be reimbursed for the cost of such other transportation. If he uses his personal automobile for this purpose in the absence of transportation furnished by the railroad company, he shall be reimbursed for such use of his automobile at the rate of 9 cents per mile. If an employee’s work point is changed during his absence from the work point on a rest day or holiday, mileage at 9 cents per mile shall be paid based upon the rail miles from point where cars are picked up to designated location where cars are billed.

Section 2

Employees (other than those referred to in Section 1 above) who are required in the course of their employment to be away from their headquarters point as designated by the carrier, including employees filling relief assignments or performing extra or temporary service, shall be compensated as follows:

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

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

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

**RULE 39 — TRAVEL EXPENSES**

(a) Employees will be reimbursed for necessary actual expenses incurred while away from their regular headquarters by direction of the Management, whether off or on their assigned territory. This rule will not apply to employees traveling in exercise of their seniority rights nor to employees customarily carrying lunches and not being held away from their assigned territory an unreasonable time beyond the evening meal hours.

(b) When employees are taken from their headquarters to do extra or emergency work, they will be provided with board and lodging by the Company if not accompanied by outfit cars.

**RULE 40 — FURNISHING OF COOKS**

(a) In camp cars, where there are six (6) or more men in a gang, a cook but not food supplies will be furnished at the expense of the Company.

(b) Cooks on camp car gangs will be allowed one hour overtime per day to cover the extra time put in before and after reporting time of the crew.

(c) All Maintenance of Way and Bridge and Building Forces who are normally required throughout their work week to live on Camp Cars, Camp Outfits or trailers will go to what is known as a mess account.

Each week the Gang Foreman will provide such food supply as may be required by the number in his gang. The total food cost will be divided by each member of the gang in proportion to the number of meals to be eaten. Except, the foreman will not be required to pay for his meals on gangs where there are six (6) or more men. On gangs of less than six (6) men, the food supply will be equally shared as the needs may require.

No payroll deductions will be made.

The food supply and total cost will be subject to inspection by Representatives of Management, Organization or any member of the gang.

The Railroad Company accepts no financial responsibility in connection herewith and no claims will be entertained.

**RULE 41 — WEEK-END VISITS**

Employees assigned to floating gangs will be allowed to make week-end trips to their homes. Free transportation will be furnished consistent with the regulations. Any time lost on this account will not be paid for. Time not worked on this account may be worked at the option of the employees, if agreeable to the Company, outside of regular hours on other days at straight time for the hours so worked.
RULE 42 — WATER AND ICE

(a) The Management will see to it that an adequate supply of water suitable for domestic use is made available to employees living in its buildings, camp or outfit cars.

(b) At points where ice is furnished by the Company to employees of other departments, it will also be furnished for drinking purposes to employees covered by this agreement who may be located either permanently or temporarily at such points. Ice for drinking and domestic purposes will be furnished for employees living in camp or outfit cars.

RULE 43 — FREE TRANSPORTATION

Free transportation will be furnished employees covered by this agreement, and dependent members of their families, in accordance with the rules of the company. They will be given the same consideration in this connection as is accorded employees in other departments.

RULE 44 — TOOLS

The Company will furnish the employees such general tools, including power driven tools, as are necessary to perform their work, except such tools as are customarily furnished by skilled workmen.

RULE 45 — SECTION HOUSES

So far as is practicable comfortable houses will be furnished section foremen.

(Note: This does not affect rental charges.)

RULE 46 — GENERAL

(a) Three apprentices will be employed on each district.

(b) Emergency cases shall be construed to mean only the following: Fires, washouts, broken rails, switches, or conditions that may stop or interfere with the movement of trains.

RULE 47 — PRIOR CONSULTATION

In the event the 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 shall meet for the purpose of discussing the manner in which and the extent to which employees represented by the organization may be affected by such change, the application of existing rules such as seniority rules, placement and displacement rules and other pertinent rules, with a view to avoiding grievances arising out of the terms of the existing collective agreement and minimizing adverse effects upon the employees involved.

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 48 — CONTRACTING OUT

In the event a carrier plans to contract out work within the scope of the applicable schedule agreement, the carrier shall notify the General Chairman of the organization involved 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.
If the General Chairman, or his representative, requests a meeting to discuss matters relating to the said contracting transaction, the designated representative of the carrier shall promptly meet with him for that purpose. Said carrier and organization representatives shall make a good faith attempt to reach an understanding concerning said contracting, but if no understanding is reached the carrier may nevertheless proceed with said contracting, and the organization may file and progress claims in connection therewith.

Nothing in this Rule shall affect the existing rights of either party in connection with contracting out. Its purpose is to require the carrier to give advance notice and, if requested, to meet with the General Chairman or his representative to discuss and if possible reach an understanding in connection therewith. (Article IV, May 17, 1968, National Agreement.)

Note 1:  
On September 29, 1958, it was agreed that practice of cutting of trees on the right of way would be discontinued and that cutting of trees on the right of way would not thereafter be contracted out. On May 27, 1964, it was agreed this applies to the maintenance of right of way and does not prohibit sale of timber on the right of way and the cutting thereof by the purchaser. The parties agree this Note is subject to application of the above rule.

Note 2:  
It is recognized that the parties, by practice, have not considered the above rule applicable to certain types of work, such as, but not limited to, use of heavy grading equipment. It is agreed that such practice shall be continued. Change from such practice is not contemplated.

RULE 49 – RATES OF PAY

(a) The rates of pay of employees subject to the rates of pay rules of the collective agreement between the parties hereto shall be listed in a master wage schedule prepared by the carrier. A copy of this wage schedule shall be furnished to the General Chairman for his verification. The wage schedule shall constitute a part of the rates of pay, rules and working conditions agreement between the parties, but may be physically bound with the general working conditions agreement or 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 shall 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 shall be furnished with a statement of the adjustment to be made in the rates as shown in the master wage schedule. When the rules and working conditions agreement is generally revised or reprinted the master wage schedule shall be revised to show the then current rates of pay and reproduced and distributed in the same manner as the rules and working conditions agreement.

(b) The listing of rate 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. Rates of pay in effect are listed in Appendix “A” to this Agreement.

RULE 50 – RATES OF PAY OF NEW POSITIONS AND ADJUSTMENTS 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 shall so notify the carrier and thereupon the duly authorized representative of the carrier shall meet with the General Chairman or his representative for the purpose of mutually agreeing upon a rate which will be satisfactory to both parties. In the event of failure to reach a mutual agreement on the subject, it will be submitted to arbitration in accordance with paragraph (c) of this Rule.

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

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

1. Shall state that the Board of Arbitration is to consist of three numbers:

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

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

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

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

**RULE 51 — CAMP CARS**

When camp cars are furnished they shall be maintained in good condition, and it will be the duty of the foreman to see that they are kept clean and sanitary. Where practicable, cars equipped with caboose springs will be furnished to employees. Cars furnished will be equipped with springs consistent with safety and character of car and comfort of employees, and will be equipped with furnishings in proper proportion to the number of men to be accommodated. Furnishings referred to herein shall include stoves, kitchen and dining utensils and dishes, kitchen and cleaning soap, chairs, lockers, springs, bunks or cots. All kitchen, dining and sleeping cars and assembly space, when provided, will be screened. Fuel for cooking and heating, and ice or other refrigeration, will be furnished as may be necessary.

**RULE 52 — MONTHLY RATED POSITIONS**

(a) The monthly rates of section foremen, bridge and building foremen, paint gang foremen, concrete foremen, assistant foremen, and all other monthly rated employees so listed in Appendix A attached hereto shall be computed on the basis of 175-1/3 hours per month.

(b) Positions not requiring continuous manual labor, such as track, bridge and highway crossing watchmen, signal men at railway non-interlocking crossings, lamp men, engine watchmen at isolated points, coal chute attendants, camp car cooks and pumphers may be paid a monthly rate computed on the same basis as outlined in paragraph (a) of this Rule.

(c) To compute the hourly rate of employees mentioned in paragraph (a) above, divide the monthly rate by 175-1/3. In each case fractions less than one-half of one cent shall be dropped; one-half of one cent or over to be counted as one cent.

(d) Where the full monthly assignment is not worked the pay shall be based on the number of work days in the month, exclusive of overtime.
RULE 53 – DIFFERENTIALS

(a) Bridge and Building employees required to use gas or electric torch will be paid five (5) cents per hour above their regular rate while using such torch.

(b) Welders and assistant welders will be allowed fifteen ($15.00) dollars per month expenses in addition to their regular monthly rate.

(c) Emergency track, crossing and bridge watchmen and pumpers will be paid at the rate paid section laborers on the section where such watchmen and pumpers are employed and their overtime basis will be that of section laborers -- time and one-half time after eight hours work.

(d) The apprentice rate will be ten (10) cents per hour above the labor rate of section laborer and twelve (12) cents per hour above the laborer rate of extra gang laborer in the force which apprentice is employed.

(e) Laborers operating the following machines:

   - Power Wrench
   - Spike Driver
   - Adzing Machine
   - Rail Lifter
   - Spike Puller
   - Tie Remover and Inserter
   - Creosote Sprayer
   - Gauging Machine
   - Cribbing Machine
   - Tie Boring Machine
   - Track Liner
   - Power Tamping Jack
   - Ballast Regulator

will be allowed nine (9) cents per hour.

(f) For days on which cranemen are required by the Company to handle “Y” orders they shall be allowed a differential of 20 cents per hour.

Note: Any differential that might have been omitted in this Rule will be immediately included.

RULE 54—PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES
(ARTICLE V, February 10, 1971, National Agreement)

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 are

(1) deadheading under orders or
(2) being transported at carrier expense.

(b) Payments to be Made -

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) be-
low results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) **Accidental Death or Dismemberment**

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

- Loss of Life $100,000
- Loss of Both Hands 100,000
- Loss of Both Feet 100,000
- Loss of Sight of Both Eyes 100,000
- Loss of One Hand and One Foot 100,000
- Loss of One Hand and Sight of One Eye 100,000
- Loss of One Foot and Sight of One Eye 100,000
- Loss of One Hand or One Foot or Sight of One Eye 50,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

Not more than $100,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) **Medical and Hospital Care**

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of $3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) **Time Loss**

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee’s basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of $100.00 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 $1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of $1,000,000 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 theretof, 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 an 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 or 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 extend that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after May 1, 1971.

It is understood that no benefits or payments will be due or payable to any 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."

RULE 56 — 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 shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

(1) An employee must exercise any right to secure exemption from the summons and/or jury service under Federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.

(2) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

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

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

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

RULE 57 — WASHINGTON JOB PROTECTION AGREEMENT

Carrier and the Organization are party to the Agreement of May, 1936, Washington, D. C., referred to as the Washington Job Protection Agreement.

RULE 58 — PROTECTION OF EMPLOYEES

Carrier and the Organization are party to national agreement dated February 7, 1965, which is included in this Agreement as Appendix B.

RULE 59 — UNION SHOP AGREEMENTS

Union Shop agreements dated July 26, 1957 and dues check-off agreement dated July 9, 1973, are included in this agreement as Appendix C.

RULE 60 — VACATIONS

Vacations with pay will be granted to employees covered by this agreement in accordance with the terms and provisions of the national vacation agreement of December 17, 1941, as subsequently amended.

Synthesis of the vacation agreement is attached as Appendix D.

RULE 61 — ACCREDITED REPRESENTATIVE

(a) Where the term "duly accredited representative" appears in this Agreement it shall be
understood to mean the regularly constituted committee and/or officers of the Brotherhood of Maintenance of Way Employees, of which such committee or officers is a part.

(b) Disputes growing out of personal grievances and/or out of the interpretation or application of agreements concerning wages, rules, or working conditions between the parties hereto, may only be handled by the employee affected or one or more duly accredited representatives, first with the immediate supervisory officer and if not satisfactorily settled, may be appealed by the employee affected or duly accredited representative in the order of succession up to and including the highest official designated by the Carrier to whom appeals may be made.

RULE 62 – EFFECTIVE DATE AND CHANGES

(a) This Agreement shall be effective as of July 1, 1973, superseding all former agreements, and will remain in full force and effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) This agreement supersedes all other agreement provisions in effect prior to July 1, 1973, except as such other agreement provisions are continued in effect by agreement between the parties hereto.

Signed at Erwin, Tennessee, this 9th day of July, 1973.

FOR THE EMPLOYEES:

[Signature]
J. A. Bowen, General Chairman, Brotherhood of Maintenance of Way Employees

FOR THE CARRIER:

[Signature]
Ralph Miller, Personnel Officer, Clinchfield Railroad Company
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### WATER SUPPLY & EQUIPMENT MAINTAINERS

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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 as of October 1, 1964, or who after October 1, 1964, and prior to the date of this Agreement have been restored to active service, and who had two years or more of employment relationship as of October 1, 1964, and had fifteen or more days of compensated service during 1964, will be retained in service subject to compensation as hereinafter provided unless or until retired, discharged for cause, or otherwise removed by natural attrition. Any such employees who are on furlough as of the date of this Agreement will be returned to active service before March 1, 1965, in accordance with the normal procedures provided for in existing agreements, and will thereafter be retained in compensated service as set out above, provided that no back pay will be due to such employees by reason of this Agreement. 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 October 1, 1964 was a work day), all extra employees on extra lists pursuant to agreements or practice who are working or are available for calls for service and are expected to respond when called, and where extra boards are not maintained, furloughed employees who respond to extra work when called, and have averaged at least 7 days work for each month furloughed during the year 1964.

Section 2 -

Seasonal employees, who had compensated service during each of the years 1962, 1963 and 1964, will be offered employment in future years at least equivalent to what they performed in 1964, unless or until retired, discharged with 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
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Seasonal employees, who had compensated service during each of the years 1962, 1963 and 1964, will be offered employment in future years at least equivalent to what they performed in 1964, unless or until retired, discharged with 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 hereo to in such manner that force reductions of protected employees below the established base as defined hereinafter 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 hereo to who qualify as protected employees under Section 1 of this Article I.

ARTICLE II - USE AND ASSIGNMENT OF EMPLOYEES
AND LOSS OF PROTECTION

Section 1 -

An employee shall cease to be a protected employee in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to retain or obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or 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 hereto shall enter into such implementing agreements with the carrier as may be necessary to provide for the transfer and use of employees and the allocation or rearrangement of forces made necessary by the contemplated change. One of the purposes of such implementing agreements shall be to provide a force adequate to meet the carrier's requirements.

Section 2

Except as provided in Section 3 hereof, the carrier shall give at least 60 days' (90 days in cases that will require a change of an employee's residence) written notice to the organization involved of any intended change or changes referred to in Section 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 entitled to
preservation of employment who hold regularly assigned positions on October 1, 1964, shall not be placed in a worse position with respect to compensation than the normal rate of compensation for said regularly assigned position on October 1, 1964; 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.
Oyees entitled to compensation and all other benefits of which they are entitled. For purposes of determining base employment is less (age) than his age increases), he voluntary absences aid for during the a position filled provided, however, he shall be treated as a job or is bumpy by reason of a position filled provided in Section 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 four hundred dollars ($400) and five working days instead of “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 representative.

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 Employees’ 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 members 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 questions 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, C and 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, 1973 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.
SIGNED AT WASHINGTON, D. C., THIS 7TH DAY OF FEBRUARY, 1965.

For the participating carriers listed in Exhibit A:

Chairman

[Signatures]

Employes' National Conference Committee, Five Cooperating Railway Labor Organizations:

Chairman

[Signatures]

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

Grand President

[Signatures]

Brotherhood of Maintenance of Way Employees:

President

[Signatures]

The Order of Railroad Telegraphers:

President

[Signatures]

Brotherhood of Railroad Signalmen:

President

[Signatures]

For the participating carriers listed in Exhibit B:

Chairman

[Signatures]

For the participating carriers listed in Exhibit C:

Chairman

[Signatures]
For the participating carriers listed in Exhibit C - continued -

Employees' National Conference Committee, Five Cooperating Railway Labor Organizations - continued -

Hotel & Restaurant Employes and Bartenders International Union:

J. K. Day, Jr.

W. D. Scholl

Richard M. Smith
International Vice President

Approved:

[Signature]
Chairman, National Railway Labor Conference

WITNESS:

[Signature]
Member, National Mediation Board

[Signature]
Mediator, National Mediation Board
Section 9. Any employee eligible to receive a coordination allowance under section 7 hereof may, at his option at the time of coordination, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the following schedule:

(a) Length of service shall be computed as provided in Section 7.
(b) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination.

Section 10 (a) Any employee who is retained in the service of any carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility shall be agreed upon in advance between the carrier responsible and the organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

(b) If any such employee is furloughed within three years after changing his point of employment as a result of coordination and elects to move his place of residence back to his original point of employment, the carrier shall assume the expense of moving his household and other personal effects under the conditions imposed in paragraph (a) of this section.

(c) Except to the extent provided in paragraph (b) changes in place of residence subsequent to the initial changes caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section.

Section 11 (a). The following provisions shall apply, to the extent they are applicable in each instance, to any employee who is retained in the service of any of the carriers involved in a particular coordination (or who is later restored to such service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as a result of such coordination and is therefore required to move his place of residence:

1. If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the coordination to be unaffected thereby. The employing carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.

2. If the employee is under a contract to purchase his home, the employing carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.

3. If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

(b) Changes in place of residence subsequent to the initial change caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this Section.

(c) No claim for loss shall be paid under the provisions of this section which is not presented within three years after the effective date of the coordination.
(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representative of the employees and the carrier, respectively; these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.
Mr. G. E. Leighty, Chairman
of the Five Cooperating
Railroad Labor Organizations

The following will confirm the understanding we had in connection with the agreement signed today.

If, subsequent to the effective date of the Protective Agreement, i.e. October 1, 1964, officials, supervisory or fully excepted personnel exercise seniority rights in a craft or class of employees protected under said Agreement, then, during the period such seniority is exercised, such officials, supervisory or fully excepted personnel shall be entitled to the same protection afforded by the said Agreement to employees in the craft or class in which such seniority is exercised, and no employee subject to said Agreement shall be deprived of employment or adversely affected with respect to compensation, rules, working conditions, fringe benefits, or rights and privileges pertaining thereto, by the return of the official, supervisory, or fully excepted employee to work under the schedule agreement.

If this is in accord with the understanding reached, please signify by signing in the lower left hand corner of this letter.

J. W. Oram, Chairman
Eastern Carriers’ Conference Committee

E. H. Hallmann, Chairman
Western Carriers’ Conference Committee

G. E. Leighty, Chairman
of the Five Cooperating
Railroad Labor Organizations

W. S. Macgill, Chairman
Southeastern Carriers’ Conference Committee
For the participating carriers listed in Exhibit C - continued -

Employer's National Conference Committee, Five Cooperating Railway Labor Organizations - continued -

F. K. Day, Jr.

W. D. Scholl

Richard H. Smith

International Vice President

Hotel & Restaurant Employees and Bartenders International Union

Approved:

J. Grose

Chairman, National Railway Labor Conference

WITNESS:

Jerome A. O'Neill

Member, National Mediation Board

Chris Harrigton

Mediator, National Mediation Board
AGREEMENTS

DATED JULY 26, 1957

BETWEEN THE

CLINCHFIELD RAILROAD COMPANY

AND ITS

NON-OPERATING EMPLOYEES

REPRESENTED BY

EMPLOYEES' NATIONAL
CONFERENCE COMMITTEE
SEVENTEEN COOPERATING
RAILWAY LABOR
ORGANIZATIONS
MEMORANDUM AGREEMENT

It is agreed that in the application of the Union Shop Agreement signed this date at Erwin, Tennessee, any employee of the Clinchfield Railroad Company who, on the date on which compliance with the Union Shop Agreement is required, is not a member of the union representing his craft or class, or any new employee entering the service of the Clinchfield Railroad Company after the effective date of this agreement, if he would otherwise be required to be a member of a union under the Union Shop Agreement, will be deemed to have met the requirements of the Union Shop Agreement executed this date provided he pays to the union representing his craft or class the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required of all members of such union within the time limits provided for in the Union Shop Agreement.

This Memorandum Agreement shall be attached to and made a part of the Union Shop Agreement signed this date.

Signed at Erwin, Tennessee, this 26th day of July, 1957.

FOR THE

CLINCHFIELD RAILROAD COMPANY

[Signature]
General Manager
EMPLOYEES' NATIONAL CONFERENCE
COMMITTEE SEVENTEEN COOPERATING RAILWAY
LABOR ORGANIZATIONS

Chairman

Railway Employes' Department, AFL-CIO

President

International Association of Machinists

General Vice President

General Chairman

International Brotherhood of Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers, and Helpers

International President

General Chairman

Sheet Metal Workers' International Association

General Vice President

General Chairman

International Brotherhood of Electrical Workers

General Chairman

International Brotherhood of Electrical Workers

General Chairman

Brotherhood Railway Carmen of America

General President

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

A. J. Math
President

Ray Aines
General Chairman

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes

Geo. W. Harrison
Grand President

[Signature]
General Chairman

Brotherhood of Maintenance of Way Employes

J. C. Conley
President

[Signature]
General Chairman

The Order of Railroad Telegraphers

W. C. Leighty
President

[Signature]
General Chairman

Brotherhood of Railroad Signalmen of America

Jesse Clark
President

Harry B. Lykes
General Chairman

American Train Dispatchers Association

F. B. Spinks
President

[Signature]
General Chairman

Railroad Yardmasters of America

M. G. Scherf
President

[Signature]
General Chairman
This Agreement made this the 26th day of July, 1957, by and between the Clinchfield Railroad Company 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 bulletin 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 employees 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 employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this agreement.

(c) Employees 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 employees 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) Employees 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 employees 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 employee to become or to remain a member of the Organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee 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 employees in the same status at the same time in the same organizational unit.

SECTION 5. (a) Each employee 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 Certified or 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 therefor 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 provisions for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the Carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Certified or 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 Certified or 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 such request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with a copy to the Organization, by Certified or 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 of 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 hearing is closed, and the employee and the Organization shall be promptly advised thereof in writing by Certified or 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 such decision except as hereinafter provided or unless the Carrier and the Organization agree otherwise in writing.
If the decision is not satisfactory to the employe or to the Organization it may be appealed by writing, by Certified or Registered Mail, Return Receipt Requested, directly to the highest official 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 Certified or 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 any employe and the Organization shall be promptly advised thereof in writing by Certified or Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employe has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty 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 employe involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten 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 employe involved requests such highest officer in writing by Certified or Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the Organization or his designated representative, and the employe involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Organization and the employe involved shall have the right to appear and present evidence at the 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 employe, and the Organization shall be promptly advised thereof in writing by Certified or Registered Mail, Return Receipt Requested. If the position of the employe is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employe's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Organization and the employe.

(d) The time periods specified in this section may be extended in individual cases by written agreement between the Carrier and the Organization.

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

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

(g) In computing the time periods specified in this agreement, the date on which a notice 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 employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee 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 employee does not request a hearing. The employee 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 bulletining rules of the respective agreements but the employee 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 employee 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 employees based upon an alleged violation, misapplication or noncompliance 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 the employing by a court, or while a discharged employee may be restored to service pursuant to judicial Determination. During such periods, no provision of any other agreement between the parties (or act of the carrier as solenoreto shall be used as the basis for a grievance or time or money claim by or on behalf of any designated employee against the Carrier predicated upon any action taken by the Carrier in applying or implementing this agreement or upon an alleged violation misapplication or non-compliance with representative of this agreement. If the final determination under Section 5 of this agreement is may request that an employee’s employment and seniority shall not be terminated, his continuance is service the Carrier shall give rise to no liability against the Carrier in favor of the Organization or other employees.

t evidence based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall be presented.

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 determination of seniority and employment is subsequently determined to be improper, unlawful, the Carrier shall indemnify and save harmless the Carrier against any and Carrier, the Carrier’s 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 employee; provided further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this agreement.

SECTION 9. An employee whose employment is terminated as a result of non-compliance with the provisions of this agreement shall be regarded as having terminated his employment relationship for vacation purposes.

SECTION 10. (a) The Carrier party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or attaining membership in such Organization, and shall pay the amount so deducted to such officer of the Organization as the Carrier shall designate; provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have fur-
nished 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 September 1, 1957, 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 the Clinchfield Railroad Company 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 Erwin, Tennessee, this 26th day of July, 1957.

FOR THE

CLINCHFIELD RAILROAD COMPANY

C. S. Sanderson

General Manager
EMPLOYEES' NATIONAL CONFERENCE
COMMITTEE SEVENTEEN COOPERATING RAILWAY
LABOR ORGANIZATIONS

Chairman

Railway Employes' Department, AFL-CIO

President

International Association of Machinists

General Vice President

General Chairman

International Brotherhood of Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers, and Helpers

International President

General Chairman

Sheet Metal Workers' International Association

General Vice President

General Chairman

International Brotherhood of Electrical Workers

General Chairman

Brotherhood Railway Carmen of America

General President

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

President

Ray A. Morgan

General Chairman

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

Geo W. Harrison

Grand President

A. J. Chas.

General Chairman

Brotherhood of Maintenance of Way Employees

J. C. Conroy

President

W. H. Chaffin

General Chairman

The Order of Railroad Telegraphers

W. H. Leighton

President

W. H. Chaffin

General Chairman

Brotherhood of Railroad Signalmen of America

J. F. Clark

President

Harry B. Large

General Chairman

American Train Dispatchers Association

J. B. Simpson

President

J. B. Bullom

General Chairman

Railroad Yardmasters of America

M. W. Schaefer

President

A. O. Morgan

General Chairman
MEMORANDUM OF AGREEMENT
between
CLINCHFIELD RAILROAD COMPANY
and its employees
represented by
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

This agreement is made in accordance with the provisions of Article II of national agreement dated April 27, 1973, and is subject to the terms of Article V thereof.

1. Subject to the terms and conditions of this agreement, Carrier will make quarterly deductions from wages due employees represented by the Organization, without cost, sums for periodic dues, initiation fees and assessments (not including fines and penalties), uniformly required as a condition of acquiring or retaining membership in the Organization, payable to the Organization, upon the written and unrevoked authorization of a member in the form agreed upon by the parties hereto, copy of which is attached hereto and made a part hereof, designated as Form A.

2. 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 termination of this agreement, or upon termination of the rules and working conditions agreement between the parties, whichever occurs sooner. Revocation of the authorization shall be in the form attached hereto as Form B.

3. The authorization forms and revocation of authorization forms shall be furnished as necessary by the Organization without cost to the Carrier, and the Organization shall assume full responsibility for the procurement and execution of the forms by employees and for the delivery of such forms to the Carrier.

4. Deductions as provided for herein shall be made quarterly from the wages earned in the second payroll period of February, May, August and November. The initial deduction list, completed in alphabetical order for each lodge and in the form shown by Form C attached hereto, accompanied by executed authorization forms, shall be furnished to Carrier’s General Auditor at least (30) days in advance of the payroll period from which such deductions will be made.

5. Subsequent quarterly deductions will be based on the initial list, plus quarterly lists showing additions and/or deletions, in forms designated Form D and Form E, attached hereto, accompanied by authorization and/or revocation of authorization forms, furnished in the same manner as herein required for the initial list. Changes in the amount of money to be deducted (which may not be changed more often than every three months), or changes in lodge number, shall be furnished to the Carrier on Form D in the manner previously stated.

6. The Carrier shall remit to the officer designated by the Organization the amounts deducted from the wages of employees who have authorized such deductions once each quarter but not later than the fifteenth of the month following the month in which deductions are made. The remittance will be accompanied by alphabetical deduction lists, in triplicate for each local lodge each quarter. Such lists will include the employee’s name, Social Security Number and the amount of union dues deducted from the pay of each employee.

7. No deductions will be made from the wages of any employee who does not have due to him for the payroll period specified an amount equal to the sum to be deducted in accordance with this agreement, after all deductions for the following purposes have been made:

(a) Federal, State, County and Municipal Taxes.

(b) Any amounts due the Clinchfield Railroad.
(c) Other deductions required by law, such as court orders, bankruptcy orders, garnishments, attachments, etc.

(d) Premiums on any life insurance, hospital-surgical insurance, group accident or health insurance or group annuities.

(e) Other valid assignments and deductions, including Railroad Y.M.C.A., credit unions, United Fund and U.S. Savings Bonds.

8. Responsibility of the Carrier under this agreement shall be limited to remitting to the Organization amounts actually deducted from the wages of employees, and the Carrier shall not be responsible financially or otherwise for failure to make proper deductions. Any questions arising as to the correctness of the amount deducted shall be handled between the employee involved and the Organization, and any complaints against the Carrier in connection therewith shall be handled by the Organization on behalf of the employee involved.

9. 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 any employee and no part of this or any other agreement between the Carrier and the Organization shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication or non-compliance with, any part of this agreement.

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

11. This agreement shall become effective with the first calendar quarter of 1974 and shall remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Erwin, Tennessee, this 9th day of July, 1973.

FOR THE ORGANIZATION:                  FOR THE CARRIER:

J.K. Bowen, General Chairman,            Ralph Miller, Personnel Officer,
Brotherhood of Maintenance of            Clinchfield Railroad Company
Way Employees
ATTACHMENT "A"
WAGE DEDUCTION AUTHORIZATION
THE ___________________ RAILWAY COMPANY
AND
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

Employe’s Last Name   First Name   Middle Initial
(Print) ____________________________________________

Employe’s Social Security No.
_________________________________________________

Employe’s Home Address   Town   State
Street and Number ____________________________________

I hereby assign to the Brotherhood of Maintenance of Way Employees that part of my wages necessary to pay initiation fees, periodic dues and assessments (not including fines and penalties) as certified to the Carrier by the General Chairman of the Brotherhood as provided in the Deduction Agreement, entered into by the Carrier and the Brotherhood on ____________ , 19____ ; and I authorize the Carrier to deduct such sum from my wages and pay it over to the General Chairman of the Brotherhood in accordance with the Deduction Agreement.

DATE ___________________ SIGNATURE ___________________ LODGE NO. ___________
ATTACHMENT "B"
WAGE DEDUCTION REVOCATION
THE __________________ RAILWAY COMPANY
AND
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

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<tr>
<th>Employe's Last Name</th>
<th>First Name</th>
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Employe's Social Security No.  

Employe's Home Address  
Street and Number  
Town  
State  

Effective in the next calendar month, I hereby revoke the Wage Assignment Authorization now in effect assigning to the Brotherhood of Maintenance of Way Employes that part of my wages necessary to pay my periodic dues and assessments (not including fines and penalties), and I hereby cancel the Authorization.

DATE ___________________ SIGNATURE ___________________ LODGE NO. _______


APPENDIX C
FORM C

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
INITIAL LIST

Date ______________________

Mr. ______________________

(Title of carrier official concerned)

__________________________

(Railway)

__________________________

(Street)

__________________________

(City)

Pursuant to the Check-Off Agreement between the Brotherhood and ______________________ (Carrier)

__________________________

of names of employes for whom deductions shall be made effective the second period of ______________________, 19 __________

(February, May, August or November)

Wage deduction authorization forms for these employes are enclosed.

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<th>Employee's Social Security No.</th>
<th>Lodge No.</th>
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General Chairman
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

ADDITIONS

Date

Mr.____________________________________________________________________

>Title of carrier official concerned)

(Railway)

(Street)

(City)

Pursuant to the Check-Off Agreement between the Brotherhood and __________ (Carrier)__________________________, effective with the second payroll period of __________________________, 19___, the following additions or changes are to be made for the employees whose names are listed below.

Wage deduction authorization forms for the employees to be added to the initial list are enclosed.

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<th>Employee's Social Security No.</th>
<th>Lodge No.</th>
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General Chairman
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEE
REVOCATIONS

Date ______________________

Mr. ________________________
(Title of carrier official concerned)

____________________________
(Railway)

____________________________
(Street)

____________________________
(City)

Pursuant to the Check-Off Agreement between the Brotherhood and ______________ (Carrier), effective with the second payroll period of ______________ (February, May, August or November), 19_____ , the following deletions are to be made for employees who previously authorized wage deductions.

Revocation forms for employees whose names are to be deleted from the approved list are enclosed.

<table>
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<tr>
<th>Employee's Social Security No.</th>
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General Chairman
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYE
REVOCATIONS

Date

Mr. (Title of carrier official concerned)

(Railway)

(Street)

(City)

Pursuant to the Check-Off Agreement between the Brotherhood and (Carrier), effective with the second payroll period of (February, May, August or November), 19____, the following deletions are to be made for employes who previously authorized wage deductions.

Revocation forms for employes whose names are to be deleted from the approved list are enclosed.

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General Chairman
NONOPERATING (M of W) NATIONAL VACATION 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 shall govern.

1. (a) 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.

   (ART. II - VACATIONS - Section 1(a) - 1/13/67 Agreement and
   ART. IV - VACATIONS - Section 1(a) - 2/10/71 Agreement)

(b) 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 has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

   (ART. II - VACATIONS - Section 1(b) - 5/17/68 Agreement and
   ART. IV - VACATIONS - Section 1(b) - 2/10/71 Agreement)

(c) 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 ten (10) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of ten (10) of such years not necessarily consecutive.

   (ART. II - VACATIONS - Section 1(c) - 1/13/67 Agreement and
   ART. IV - VACATIONS - Section 1(c) - 2/10/71 Agreement)

(d) 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 twenty (20) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty (20) of such years, not necessarily consecutive.

   (ART. II - VACATIONS - Section 1(d) - 1/13/67 Agreement and
   ART. IV - VACATIONS - Section 1(d) - 2/10/71 Agreement)

(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 of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.

(ART. IV - VACATIONS - Section 1(e) - 2/10/71 Agreement)

(f) Paragraphs (a), (b), (c), (d) and (e) hereof shall 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.

(ART. II - VACATIONS - Section 1(e) - 1/13/67 Agreements and
ART. IV - VACATIONS - Section 1(f) - 2/10/71 Agreement)

(g) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(ART. II - VACATIONS - Section 1(f) - 1/13/67 Agreement and
ART. IV - VACATIONS - Section 1(g) - 2/10/71 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 shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an 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 a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

(ART. II - VACATIONS - Section 1(g) - 1/13/67 Agreement and
ART. IV - VACATIONS - Section 1(h) - 2/10/71 Agreement)

(i) In instances where employees have performed seven (7) months' service with the employing carrier, or have performed, in a calendar year, service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employees in the Armed Forces 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.

(ART. II - VACATIONS - Section 1(h) - 1/13/67 Agreement)

[ Effective January 1, 1973, this Section 1(i) is amended to read as follows: ]

(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.

(ART. IV - VACATIONS - Section 1(i) - 2/10/71 Agreement)

(j) Effective January 1, 1973, 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 no compensated service or 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 on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(ART. IV - VACATIONS - Section 1(i) - 5/21/71 Memorandum of Agreement)

(k) Effective January 1, 1973, 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 could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(Section 1(k) - 5/21/71 Memorandum of Agreement)

(L) 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.

(ART. II - VACATIONS - Section 1(i) - 1/13/67 Agreement and ART. IV - VACATIONS - Section 1(L) - 2/10/71 Agreement)

2. Insofar as applicable to the employees covered by this agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, Article 2 of such agreement is hereby cancelled.

(ART. II - VACATIONS - Section 2 - 5/17/68 Agreement)

3. The terms of this agreement shall 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 shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

(Section 3 - 12/17/41 Agreement)

An employee's vacation period will not be extended by reason of any of the eight recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the eight holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.
Such Section 3 is amended, effective January 1, 1973, to change the reference to "eight recognized holidays" to "nine recognized holidays" and add Veterans Day to the holidays named.

(ART. IV - VACATIONS - Section 3 - 2/10/71 Agreement)

4. (a) Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and preferences of the 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 4(a) and (b) - 12/17/41 Agreement)

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

(Section 5 - 12/17/41 Agreement)

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

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

(ART. I - VACATIONS - Section 4 - 8/21/54 Agreement)

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

(Section 6 - 12/17/41 Agreement)

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, shall 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 shall 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 7 - 12/17/41 Agreement)

8. The vacation provided for in this Agreement shall 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, non-compliance with a union-shop agreement, or failure to return after furlough, he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

(ART. IV - VACATIONS - Section 2 - 8/19/60 Agreement)

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

(Section 9 - 12/17/41 Agreement)

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 shall 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 shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.
APPENDIX D

(Section 10 - 12/17/41 Agreement)

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 11 - 12/17/41 Agreement)

12. (a) Except as otherwise provided in this agreement a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an 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 shall be compensated in accordance with existing 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 day of original entry into service unless otherwise provided in existing agreements.

(Section 12 - 12/17/41 Agreement)

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, provided that such changes or understandings shall not be inconsistent with this agreement.

(Section 13 - 12/17/41 Agreement)

14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall be referred for decision to a committee, the carrier members of which shall be the Carriers' Conference Committee signatory hereto, or their successors, and the employee members of which shall be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the carrier members and employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

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

(Section 14 - 12/17/41 Agreement)

[ Effective January 1, 1973, Section 15 is amended and will read as follows: ]

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

(ART. IV - VACATIONS - Section 2 - 2/10/71 Agreement)

Except to the extent that articles of the Vacation Agreement of December 17, 1941 are changed by this Agreement, the said agreement and the interpretations thereof and of the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942, July 20, 1942 and July 18, 1945 and by Referee Morse in his award of November 12, 1942, shall 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 shall apply in construing them as they appear in Sections 1 and 2 hereof.

(ART I - VACATIONS - Section 6 - 8/21/54 Agreement)
APPENDIX E

MAINTENANCE OF WAY EMPLOYES’
SUPPLEMENTAL SICKNESS BENEFIT AGREEMENT

THIS AGREEMENT, made this 15th day of May, 1973, by and between the participating carriers listed in Exhibit A, attached hereto and hereby made a part hereof, and represented by the National Carriers’ Conference Committee, and the employees of such carriers shown thereon and represented by the Brotherhood of Maintenance of Way Employes, witnesseth:

IT IS AGREED:

1. Establishment of Supplemental Sickness Benefit Plan.
Effective July 1, 1973 a Supplemental Sickness Benefit Plan (hereinafter referred to as this Plan) is established to cover maintenance of way employees. The benefits to be provided, the qualifying conditions, and the administration of this Plan are set forth in the paragraphs which follow.

2. Eligibility for Benefits: Eligible Employees, Insured Employees, Qualified Employees.

(a) Eligible Employees. Subject to the provisions of Paragraph 3, benefits will be provided employees under this Plan if, as the result of an accidental bodily injury which occurred or a sickness which commenced while the employee was insured, the employee is disabled to the extent that he is unable to perform the duties of any job available to him in his craft, or, if there is no job available to him in his craft, to the extent that he is unable to perform the duties of the last job on which he worked prior to commencement of the disability. Employees eligible for benefits are designated “Eligible Employees.”

(b) Insured Employees. A qualified employee will be insured each month which follows a month in which he rendered compensated service for a participating railroad under the coverage of a schedule agreement held by the Brotherhood of Maintenance of Way Employes, or takes vacation with pay for which he has qualified under such a schedule agreement. A qualified employee previously insured who ceased to be insured because of disability (as defined in Paragraph 2(a) ), furlough, leave of absence or discharge, and who returns to work for the same railroad, or who commences work for another railroad at the direction of the management of his home road or by virtue of his seniority on his home road or under the provisions of a protective agreement or order of a regulatory authority, within twelve calendar months after his insurance had terminated, shall again become insured on the day on which he again renders compensated service under the coverage of a schedule agreement held by the Brotherhood of Maintenance of Way Employes, and his insurance shall continue for the remainder of that calendar month. An employee who while insured leaves the service of one railroad, and without missing more than one week of work returns to work for another railroad on which he is already a qualified employee, will continue to be insured for the remainder of that calendar month.

Note: The term “insured” in this Paragraph 2 does not necessarily imply coverage by a contract of issuance as referred to in Paragraph 7.

(c) Qualified Employees. A qualified employee is one who -

(i) has completed 30 days of continuous employment relationship with the same participating railroad, in a capacity in which he has been represented by the Brotherhood of Maintenance of Way Employes and covered by its schedule agreement, and

(ii) is a “Qualified Employee” as that term is used in Section 3 of the Railroad Unemployment Insurance Act, reading as follows:

"An employee shall be a ‘qualified employee’ if the Board finds that his compensation will have
been not less than $1,000 with respect to the base year, and, if such employee has had no compensation prior to such year, that he will have had compensation with respect to each of not less than seven months in such year."

The term "base year" means the completed calendar year immediately preceding the beginning of a benefit year. The term "benefit year" means for purposes of the above definition the twelve-month period beginning July 1 of any year and ending June 30 of the next year. In arriving at the $1,000, only the first $400 of compensation in any month is counted. If the Act should be amended so as to change the definition of "qualified employee" or the associated elements mentioned above during the life of this Agreement, this Paragraph 2(c) will be regarded as amended in conformity with the Act.

An employee will become a qualified employee the first day of the calendar month after he fulfills both such conditions. The requirement of Subparagraph (c) (i) will be waived with respect to an insured employee who is furloughed and while insured commences work for another participating railroad.

3. Exclusions and Limitations. No benefits will be provided under this Plan-

(a) for the first four days of any disability;

(b) for a longer period, with respect to any disability, than twelve months. Continuing or successive periods of disability will be considered as the same disability unless separated by return to work on a full-time basis for a period of 90 calendar days or more, or unless due to entirely unrelated causes and separated by return to work on at least one day. If benefits are denied in accordance with Subparagraph (i) below because the employee received vacation pay during his disability, the twelve months period specified above shall be extended by the period during which benefits were denied for that reason;

(c) for any disability for which the employee is not treated by a duly qualified physician or surgeon, as certified by the physician or surgeon pursuant to Paragraph 9;

(d) for any day on which the employee performs work for remuneration;

(e) for any disability commencing after the employee has commenced work on a regular or permanent basis for the participating railroad on a position other than a position coming under a schedule agreement held by the Brotherhood of Maintenance of Way Employees, unless the last position on which he rendered service prior to the disability was a position coming under such a schedule agreement;

(f) for any intentionally self-inflicted disability;

(g) for disability to which the contributing cause was the commission or attempted commission by the employee of an assault, battery or felony;

(h) for disability due to war or act of war, whether war is declared or not, insurrection or rebellion, or due to participation in a riot or civil commotion;

(i) for any period during which an employee is unable to work as the result of pregnancy or resulting childbirth, abortion or miscarriage, except that, subject to the other provisions of this Paragraph 3, benefits will be provided in case of miscarriage resulting from an accident or injury;

(j) Subject to the provisions of Paragraph (5)a, for any period during which an em-
ployee eligible to receive sickness benefits under the Railroad Unemployment Insurance Act is denied such benefits for any reason including failure by the employee to make application for benefits;

(k) after the employee has attained 65 years of age; or

(L) for any disability commencing after the employee's employment relationship has terminated, except as provided in the last sentence of Paragraph 2(b).

4. Benefits

(a) Subject to the provisions of Subparagraph 4(b), the monthly benefit under this Plan for employees eligible to receive sickness benefits under the Railroad Unemployment Insurance Act will be the amount shown in Column 4 of Schedule A below, and the monthly benefit under this Plan for employees who have exhausted their sickness benefits under the Railroad Unemployment Insurance Act will be the amount shown in Column 6 of Schedule A below, determined on the basis of the rate of pay (including any differentials regularly paid on the position) as of December 31, 1972, as shown in Column 2 or Column 3, of the last position on which the employees rendered service prior to commencement of the disability:

<table>
<thead>
<tr>
<th>Last Position on Which Service was Rendered Prior to Disability</th>
<th>Rate of Pay as of December 31, 1972</th>
<th>Employees Eligible for RUIA Sickness Benefits* Per Month</th>
<th>Employees Who Have Exhausted Their RUIA Sickness Benefits* Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2) Hourly</td>
<td>(4) Per Day</td>
<td>(6) Per Day</td>
</tr>
<tr>
<td>Class 1 - Mechanics' or comparable or higher rated positions</td>
<td>$4.60</td>
<td>$273.00</td>
<td>$473.00</td>
</tr>
<tr>
<td></td>
<td>or above $800.00</td>
<td>$9.10</td>
<td>$15.77</td>
</tr>
<tr>
<td></td>
<td>or above</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class 2 - lower rated positions</td>
<td>Below $4.60</td>
<td>$185.00</td>
<td>$385.00</td>
</tr>
<tr>
<td></td>
<td>Below $800.00</td>
<td>$6.17</td>
<td>$12.83</td>
</tr>
</tbody>
</table>

* Payable during the 5th, 6th and 7th days of a disability if the employee is eligible for benefits under this Plan even though no benefits may be payable under the Act. (Under the Act, in the first registration period, in a benefit year, in which an employee has seven or more days of sickness, his benefits commence with the eighth day of sickness.)

Note: Weekly rated positions will be classified with reference to Column 3 of Schedule A on the basis of the weekly rate multiplied by 4-1/3.

For disabilities lasting less than a month, and for any residual days of disability lasting more than an exact number of months, benefits will be paid on a calendar days basis at 1/30 of the monthly benefit rate, as shown in Columns 5 and 7 of Schedule A.

(b) If the Railroad Unemployment Insurance Act should be so amended as to increase daily benefit rates thereunder for days of sickness, and the sum of 21.75 times the average daily benefit for the Class under the Act as so amended, as identified below, plus the amounts shown in Column 4 of Schedule A above should exceed the amounts in Column 5 of Schedule B below,
the amounts shown in Columns 4 and 5 of Schedule A shall be reduced to the extent that the sum of the amounts shown in Column 4 plus 21.75 times the average daily benefit for the Class under the amended Act, as identified below, will not exceed the amounts shown in Column 5 of Schedule B. “The average daily benefit for the Class under the Act as so amended” for purposes of this Paragraph 4(b) is the benefit which would be payable to an employee who had worked full time in his base year and whose hourly rate of pay at the December 31, 1972 wage level (or hourly equivalent of his monthly rate) was:

For employees in Class 1 - $4.95
For employees in Class 2 - $4.15

B. Limit Schedule

<table>
<thead>
<tr>
<th>Last Position on Which Service was Rendered Prior to Disability</th>
<th>Rate of Pay as of December 31, 1972</th>
<th>Average Straight Time Monthly Earnings</th>
<th>70% of Average Straight Time Monthly Earnings</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2) Hourly</td>
<td>(3) Monthly</td>
<td>(4)</td>
</tr>
<tr>
<td>Class 1 - Mechanics' or comparable or higher rated positions</td>
<td>$4.60</td>
<td>$800.00</td>
<td>$859.00</td>
</tr>
<tr>
<td>Class 2 - lower rated positions</td>
<td>Below</td>
<td>Below</td>
<td>$722.00</td>
</tr>
</tbody>
</table>

5. Offsets.

(a) **Benefits Provided under Laws.** In any case in which an eligible employee who is not eligible for sickness benefits under the Railroad Unemployment Insurance Act receives annuity payments under the Railroad Retirement Act, or insurance benefits under Title II of the Social Security Act, or unemployment, maternity or sickness benefits under an unemployment, maternity or sickness compensation law, or any other social insurance payments under any law, the benefit which would otherwise be payable to him under this Plan will be reduced to the extent that the sum of such payments or benefits in a month plus the monthly benefit payable under this Plan will not exceed the amount shown in Column 5 of Schedule B in Paragraph 4(b).

In keeping with Paragraph 3(j), in any case in which an eligible employee who is eligible for sickness benefits under the Railroad Unemployment Insurance Act does not receive such benefits because of the operation of Section 4(a-1) (ii) of such Act, the benefit which would otherwise be payable to him under this Plan will be reduced to the extent that the sum of the monthly payments or benefits referred to in such Section 4(a-1) (ii) plus the monthly benefit payable under this Plan will not exceed the amount shown in Column 5 of Schedule B in Paragraph 4(b).

In any case of retroactive award of annuity payments or pensions under the Railroad Retirement Act or insurance benefits under Title II of the Social Security Act, or unemployment, maternity or sickness benefits under an unemployment, maternity or sickness compensation law, or other social insurance payments under any law, the employing railroad, or the insuring agent if one is involved, may recover from the employee the excess of benefits paid under this Plan over the benefits which would have been payable under this paragraph if the retroactively awarded payments, pensions or benefits had been in effect from their retroactive effective date.

(b) **Benefits Provided under Other Private Plans.** In any case in which an eligible employee is eligible also for benefits under any plan, fund or other arrangement, by whatever name
APPENDIX E

called, toward the cost of which any employer shall have contributed, including but not limited to any group life policy providing installment payments in event of permanent total disability, any group annuity contract, any pension or retirement annuity plan, or any group policy of accident and health insurance (other than an insurance policy insuring this supplemental sickness benefit plan as referred to in Paragraph 7) providing benefits for loss of time from employment because of disability, his benefit under this Plan shall be reduced to the extent that the sum of the benefit for which he is so eligible in a month, plus 21.75 times the daily sickness benefit payable to him under the Railroad Unemployment Insurance Act, plus the monthly benefit payable to him under this Plan, will not exceed the amount shown in Column 5 of Schedule B in Paragraph 4(b).

(c) Off-Track Vehicle Accident Benefits. The benefit payable under this Plan for an employee who has been injured in an off-track vehicle accident covered under Article V of the Agreement of February 10, 1971, or similar provisions, will be reduced by the amount of any payment for time lost which such employee may receive under Paragraph (b) (3) of such Article V or under provisions similar thereto.

6. Liability Cases. In case of a disability for which the employee may have a right of recovery against either the employing railroad or a third party, or both, benefits will be paid under this Plan pending final resolution of the matter so that the employee will not be exclusively dependent upon his sickness benefits under the Railroad Unemployment Insurance Act. However, the parties hereto do not intend that benefits under this Plan will duplicate, in whole or in part, any amount recovered for loss of wages from either the employing railroad or a third party, and they intend that benefits paid under this Plan will satisfy any right of recovery for loss of wages against the employing railroad to the extent of the benefits so paid. Accordingly, benefits paid under this Plan will be offset against any right of recovery for loss of wages the employee may have against the employing railroad; the employing railroad, or the insuring agent if one is involved, will be subrogated to any right of recovery for loss of wages the employee may have against any party other than the employing railroad; as a condition to paying any benefits under this Plan the employing railroad, or the insuring agent if one is involved, may require the employee to assign to it any such recovery or right thereto from any party other than the employing railroad to the extent that benefits are payable under this Plan; and on any recovery for loss of wages from any party other than the employing railroad, the employee will reimburse the employing railroad, or the insuring agent if one is involved, from such recovery for any benefits paid under this Plan. For purposes of this Paragraph, a recovery which does not specify the matters covered thereby shall be deemed to include a recovery for loss of wages to the extent of any actual wage loss due to the disability involved.

7. Provision of Benefits.

(a) The National Carriers' Conference Committee and the Brotherhood of Maintenance of Way Employees will jointly select insurance companies which will be invited to submit proposals to insure the Maintenance of Way Employees' Supplemental Sickness Benefit Plan written in keeping with the provisions set forth in this Agreement for employees of such railroads as elect to participate in such national insurance contract. The insurer which submits the most favorable proposal will be selected as the insurer of the national insurance contract. The National Carriers' Conference Committee in consultation with the Brotherhood of Maintenance of Way Employees will then work out the details of the national insurance contract, which will be issued to the participating railroads as policyholder.

(b) Such insurance contract may cover, in addition to employees parties to this Agreement, other employees of railroads parties to this Agreement or of other railroads, whether or not such employees are represented by the signatory labor organization, and may cover general chairmen or other full-time employee representatives, provided that such employees and employee representatives are covered by a supplemental sickness benefit plan similar to this Plan (except that as to such employee representatives the payment obligations will be met by the in-
individuals involved who will make their remittances through their labor organization), and provided further that separate experience rating with respect to claims will be made available covering employees represented by the signatory labor organization.

(c) It is agreed, and the insurance contract will provide, that the insurer of the national insurance contract will provide the benefits herein provided for under the conditions herein set forth for the 30-month period from July 1, 1973 through December 31, 1975; that the insurer will furnish financial data, statistical and actuarial reports, and claim experience information to the Brotherhood of Maintenance of Way Employees in the same detail and at the same time that it furnishes such data to the policyholder railroads; that claim experience records will be maintained separately with respect to maintenance of way employees; and that any dividends or retroactive rate refunds will be paid into the fund established pursuant to the next following paragraph.

(d) The National Carriers’ Conference Committee will establish a fund, to be held by the insurer, to which will be credited any dividends or retroactive rate refunds under the national insurance contract and interest on the amount in the fund. Withdrawals may be made from such fund only to provide supplemental sickness benefits for employees covered by such national insurance contract unless otherwise agreed to.

(e) Insurance under this Plan will become effective July 1, 1973 for qualified employees who will have rendered compensated service or taken vacation with pay, as specified in Paragraph 2(b) above, in June 1973.

(f) The first premium payment to the insurer of the national insurance contract will be made in relation to covered employees who will have rendered compensated service in July 1973, and will be payable by August 15, 1973. A premium payment will be made for each calendar month thereafter during the effectiveness of the insurance contract in relation to covered employees who will have rendered compensated service in the calendar month involved; each payment will be payable by the 15th of the following calendar month. A grace period of 31 days is to be provided for the payment of every premium after the first.

(g) All employees covered by schedule agreements held by the Brotherhood of Maintenance of Way Employees who render any compensated service in the calendar month involved will be counted in determining the number of covered employees with respect to whom premium payments are made, except that no employee will be counted if he is counted by another railroad in determining the number of its covered employees with respect to whom it is making premium payments.

(h) The insurance contract will provide that, if the benefits under this Plan should be reduced in accordance with Paragraph 4(b) as the result of an increase in Railroad Unemployment Insurance Act sickness benefits, there will be an appropriate adjustment in premium rates with the new premium rates to be developed in the light of experience under the insurance contract and actuarial estimates of future experience, making appropriate allowance for cost of administration.

(i) A railroad party to this Agreement may at its option provide the benefits required by this Agreement under the national insurance contract provided for in the foregoing paragraphs, or under a contract of insurance which such railroad may enter into on its own behalf, or as self-insurer. The benefits will be the same however provided. A railroad which becomes a party to the national insurance contract as of July 1, 1973 will continue to be a party thereto through December 31, 1975. The insurer of any railroad which provides the benefits required by this Agreement under a contract of insurance other than the national insurance contract will furnish the organization representatives on the property (with copy to the President, Brotherhood of Maintenance of Way Employees) financial data, statistical and actuarial reports, and claim experience information in the same detail and as soon as it furnishes such data to the railroad.
8. Railroad Retirement Board. The National Railway Labor Conference and the Brotherhood of Maintenance of Way Employees will jointly request the Railroad Retirement Board to establish such administrative procedures as may be feasible to facilitate the administration of this Agreement.

9. Evidence of Disability. Benefits under this Plan will be paid to eligible employees, by the employing railroad or the insuring agent if one is involved, subject to presentation of satisfactory evidence of disability and of the continuation thereof. The employing railroad or the insuring agent will furnish appropriate forms on which the employee may furnish notice of disability, including information necessary to establish his eligibility for benefits and information pertinent to the amount of benefits due him and any applicable exclusions, limitations and offsets, and forms on which the physician or surgeon treating him may furnish evidence of the date of commencement, nature, extent, and probable duration of the disability, and may require completion of such forms or statements covering the same matters within 90 days after the commencement of a disability, provided that failure to furnish completed forms or statements within that time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such completed forms or statements within that time and such completed forms or statements are furnished as soon as reasonably possible; the 90 days will be extended as necessary to comply with applicable State law. The employing railroad and the insuring agent may make such investigations as it or they deem necessary, including examination of the person of the employee when, so often as, and to the extent that such examination is necessary to the investigation of an employee's claim. Except as delays may be caused by investigation of individual claims, benefits under this Plan will be paid not less frequently than once every month.

10. Disputes.

(a) Insured Employees. A National Supplemental Sickness Benefit Committee, consisting of two railroad members and two organization members signatory to this Agreement, is hereby established. The Committee shall have exclusive jurisdiction over any disputes not settled on the property as to whether an employee is insured within the meaning of Paragraph 2(b). The parties to this Agreement will promptly work out a procedure for the handling of such disputes, including appropriate time limits. Provision will be made for a neutral to act as a member of the Committee in the disposition of any disputes as to which the partisan members are unable to agree.

(b) Eligible Employees. Any dispute involving an insured employee's eligibility for benefits within the meaning of Paragraph 2(b), and any other dispute arising under this Agreement or under an insurance contract implementing it requiring determination of the employee's physical condition or the cause or the date of commencement of a disability, will be referred to a panel of physicians, one chosen by the employee or his representative, one chosen by the railroad involved, and one chosen by the insurer if an insurance contract implementing this Agreement is involved. If the panel cannot agree, its members will select another physician whose decision will be final.

(c) Other Disputes. Any dispute involving application of Paragraph 3 which does not require determination of the employee's physical condition or the cause or the date of commencement of a disability, and any other disputes which may arise involving the application of this Agreement or of an insurance contract implementing it, will be submitted to the National Supplemental Sickness Benefit Committee established under Subparagraph (a) above, with provision, in cases in which an insurance contract implementing this Agreement is involved, for enlargement of such Committee to include such representatives not in excess of two as the insurer may designate, and that in such cases if the enlarged Committee cannot agree, and cannot agree on a procedure for disposition of the dispute, it will be submitted to arbitration.

(d) All of the decisions reached in accordance with the foregoing procedures in Subparagraphs (a), (b) and (c) shall be final and binding.
(e) All expenses in connection with the resolution of disputes under this Paragraph 10 shall be borne by the party (railroad, labor organization, insurer or employee) incurring them, provided that fees and expenses of neutrals who may serve under the provisions of Subparagraphs (a), (b) or (c) will be divided equally among the parties involved.

Effectiveness of the Supplemental Sickness Benefit Plan is conditioned upon a favorable ruling from the Railroad Retirement Board that such Plan qualifies as a "non-governmental plan for sickness insurance" under Section 1(j) of the Railroad Unemployment Insurance Act, request for which ruling shall be submitted jointly by the National Railway Labor Conference and the Brotherhood of Maintenance of Way Employees.

12. Sick Leave Rules, and Other Sickness Benefit Plans. Any existing agreements, practices or plans under which railroads parties to this Agreement provide sickness benefits or paid sick leave for employees covered by this Agreement will be terminated effective midnight June 30, 1973, subject to any provisions of such plans for extended benefits for employees who had become disabled prior thereto. In the application of this paragraph to agreements or rules providing paid sick leave, employees disabled prior to midnight June 30, 1973 will be granted sick leave on and after July 1, 1973 so long as they continue disabled by the same disability until they have exhausted the sick leave to which they would have been entitled under such rules; no payments under such rules will be due to any employees with respect to unused sick leave.

13. Blanking Jobs and Realigning Forces. Any restrictions against blanking jobs or realigning forces will not be applicable in situations in which an employee whose job is blanked or is covered by a realignment of forces is absent because of disability. On railroads on which prior to July 1, 1973 there were such restrictions, in case an employee is absent because of disability and more than one employee is involved in a realignment of forces to cover such absent employee's work, local officials will promptly inform the local representatives of employees as to the realignment in an endeavor to avoid misunderstandings.

14. Effect of this Agreement. This Supplemental Sickness Benefit Agreement, entered into pursuant to letter of understanding dated March 7, 1973, is in full disposition of the matter covered by such letter of understanding.

15. Duration. The Supplemental Sickness Benefit Plan established hereby will continue in effect without change until January 1, 1976, and thereafter except as it may be modified or terminated pursuant to the provisions of the Railway Labor Act. No notice to change the Supplemental Sickness Benefit Plan, and no notice dealing with the matters of sick leave, sickness benefits, or any other matter covered by this Agreement, may be served by any party to this Agreement prior to July 1, 1975 (not to become effective prior to January 1, 1976). This Paragraph will not bar changes in this Plan by mutual agreement of the National Carriers' Conference Committee and the Brotherhood of Maintenance of Way Employees.

NATIONAL CARRIERS' CONFERENCE COMMITTEE:

William W. Brasington
Chairman

E. R. Bissell

J. K. B. Blayney

J. C. DeBute

E. E. O'Brien

J. E. Jones

J. M. Martin

J. E. Norrie

S. R. O'Brien

C. M. B. Sitarz

BROtherhood of Maintenance of Way Employees:

H. C. Crotty
President

S. E. Fleming
Vice President

R. R. Painter
Vice President

R. A. Flanagan, Jr.
Director of Research

J. Palloni
Assistant to President

J. R. McGlaughlin
National Legislative Representative
May 15, 1973

Mr. Harold C. Crotty, President
Brotherhood of Maintenance of Way Employes
12050 Woodward Avenue
Detroit, Michigan 48203

Dear Mr. Crotty:

This confirms our understanding that Paragraph 12 of the Maintenance of Way Employees Supplemental Sickness Benefit Agreement relates only to provisions covering sickness benefits and sick leave.

Any existing sick leave rules which include provisions relating to bereavement leave or other leave are affected by Section 12 only to the extent that such rules cover sick leave.

Yours very truly,

William H. Dempsey

ACCEPTED:

Harold C. Crotty, President
Brotherhood of Maintenance of Way Employes