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December 11, 1981

MEDIATION AGREEMENT, CASE A-10795

DATED DECEMBER 11, 1981

between railroads represented by the

NATIONAL CARRIERS' CONFERENCE COMMITTEE

and

employees of such railroads represented by the

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
MEDIATION AGREEMENT

THIS AGREEMENT, made this 11th day of December, 1981, by and between the participating carriers listed in Exhibit A, attached hereto and 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 Employees, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - GENERAL WAGE INCREASES

Section 1. Effective April 1, 1981, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on March 31, 1981 for employees covered by this Agreement shall be increased in the amount of 2 percent applied so as to give effect to this increase in pay irrespective of the method of payment. The cost-of-living allowance of 58 cents per hour in effect on March 31, 1981 will not be included with basic rates in computing the amount of this increase. The increase provided for in this Section 1 shall be applied as follows:

(a) Hourly Rates -
Add 2 percent to the existing hourly rates of pay.

(b) Daily Rates -
Add 2 percent to the existing daily rates of pay.

(c) Weekly Rates -
Add 2 percent to the existing weekly rates of pay.

(d) Monthly Rates -
Add 2 percent to the existing monthly rates of pay.

(e) Disposition of Fractions -
Rates of pay resulting from the application of paragraphs (a) to (d), inclusive, above which end in fractions of a cent shall be rounded to the nearest whole cent: fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

(f) Piece Work -
Adjustment of piece-work rates of pay shall be based on the amount of increase applicable to the basic hourly rate for the class of work performed. Where piece-work rates of pay are in effect on carriers having special rules as to the application of any increase, or decrease, in such rates, such rules shall apply.
(g) Deductions -

Insofar as concerns deductions, which may be made from the rates resulting from the increase herein granted, under Section 3(m) of the Fair Labor Standards Act of 1938, they may continue to be made to the extent that such deductions were being legally made as of August 31, 1941.

(h) Application of Wage Increase -

The increase in wages provided for in this Section 1 shall be applied in accordance with the wage or working conditions agreement in effect between each carrier and the labor organization party hereto. Special allowances not included in fixed daily, weekly or monthly rates of pay for all services rendered will not be increased. Overtime hours will be computed in accordance with individual schedules for all overtime hours paid for.

(i) Coverage -

The increase in wages provided for in this Section 1 shall be applied only to employees who have a current employment relationship under an agreement with the organization signatory hereto or who have retired or died subsequent to April 1, 1981.

Section 2. Effective October 1, 1981, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on September 30, 1981 for employees covered by this Agreement shall be increased in the amount of 3 percent applied so as to give effect to this increase in pay irrespective of the method of payment. The cost-of-living allowance of 90 cents per hour in effect on September 30, 1981 will not be included with the basic rates in computing the amount of this increase. The increase provided for in this Section 2 shall be applied in the same manner as provided for in Section 1 hereof.

Section 3. Effective July 1, 1982, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on June 30, 1982 for employees covered by this Agreement shall be increased in the amount of 3 percent applied so as to give effect to this increase in pay irrespective of the method of payment. The cost-of-living allowance of $1.25 which will be in effect on June 30, 1982 will not be included with the basic rates in computing the amount of this increase. The increase provided for in this Section 3 shall be applied in the same manner as provided for in Section 1 hereof.

Section 4. Effective July 1, 1983, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on June 30, 1983 for employees covered by this Agreement shall be increased in the amount of 3 percent applied so as
to give effect to this increase in pay irrespective of the method of payment. The amount of the cost-of-living allowance which will be in effect on June 30, 1983 will not be included with the basic rates in computing the amount of this increase. The increase provided for in this Section 4 shall be applied in the same manner as provided for in Section 1 hereof.

Section 5. Wage rates resulting from the increases provided in this Article I will not be reduced under Article II.

ARTICLE II - COST-OF-LIVING ADJUSTMENTS

Section 1. - Amount and Effective Dates of Cost-of-Living Adjustments

(a) A cost-of-living adjustment increase of 32 cents per hour will be made effective July 1, 1981. The amount of such adjustment will be added to the cost-of-living allowance of 58 cents per hour remaining in effect. As result of such adjustment, the cost-of-living allowance effective July 1, 1981 will be 90 cents per hour.

(b) A further cost-of-living adjustment increase of 35 cents per hour will be made effective as of January 1, 1982. The amount of such adjustment will be added to the cost-of-living allowance of 90 cents per hour remaining in effect. As result of such adjustment the cost-of-living allowance effective January 1, 1982 will be $1.25 per hour.

(c) The cost-of-living allowance resulting from the adjustments provided for in paragraphs (a) and (b) above will subsequently be adjusted, in the manner set forth in and subject to all the provisions of paragraphs (g) and (h) below, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967 = 100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the BLS Consumer Price Index. The first such cost-of-living adjustment shall be made effective July 1, 1982, based (subject to paragraph (g)(i) below) on the BLS Consumer Price Index for March 1982 as compared with the index for September 1981. Such adjustment, and further cost-of-living adjustments which will be made effective the first day of each sixth month thereafter, will be based on the change in the BLS Consumer Price Index during the respective measurement periods shown in the following table subject to the exception in paragraph (g)(ii) below, according to the formula set forth in paragraph (h) below:
<table>
<thead>
<tr>
<th>Base Month</th>
<th>Measurement Month</th>
<th>Effective Date of Adjustment</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1981</td>
<td>March 1982</td>
<td>July 1, 1982</td>
</tr>
<tr>
<td>March 1982</td>
<td>September 1982</td>
<td>January 1, 1983</td>
</tr>
<tr>
<td>September 1982</td>
<td>March 1983</td>
<td>July 1, 1983</td>
</tr>
<tr>
<td>March 1983</td>
<td>September 1983</td>
<td>January 1, 1984</td>
</tr>
</tbody>
</table>

(d) While a cost-of-living allowance is in effect, such cost-of-living allowance will apply to straight time, overtime, protected rates, vacations, holidays, and personal leave days in the same manner as basic wage adjustments have been applied in the past.

(e) The amount of the cost-of-living allowance, if any, which will be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.

(f) On December 31, 1983 the cost-of-living allowance in effect on January 1, 1983 shall be rolled into basic rates of pay and the cost-of-living allowance remaining in effect will be reduced by a like amount. On June 30, 1984, 50% of the cost-of-living allowance then in effect (rounded to the next higher cent if the allowance consists of an odd number of cents) shall be rolled into basic rates and the cost-of-living allowance remaining in effect will be reduced by a like amount.

(g) Cap. (i) In calculations under paragraph (h) below, the maximum increase in the BLS Consumer Price Index (C.P.I.) which will be taken into account will be as follows:

<table>
<thead>
<tr>
<th>Effective Date of Adjustment</th>
<th>Maximum C.P.I. Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 1982</td>
<td>8% of March 1981 CPI, less the increase from March 1981 to September, 1981</td>
</tr>
<tr>
<td>January 1, 1983</td>
<td>4% of March 1982 CPI</td>
</tr>
<tr>
<td>July 1, 1983</td>
<td>8% of March 1982 CPI, less the increase from March, 1982 to September, 1982.</td>
</tr>
<tr>
<td>January 1, 1984</td>
<td>4% of March 1983 CPI</td>
</tr>
</tbody>
</table>

(ii) If the increase in the BLS Consumer Price Index from the base month of March 1981 to the measurement month of
September 1981, or from the base month of March 1982 to the measurement month of September 1982, exceeds 4% of the March base index, the measurement period which will be used for determining the cost-of-living adjustment to be effective the following July 1 will be the twelve-month period from such base month of March; the increase in the index which will be taken into account will be limited to that portion of increase which is in excess of 4% of such March base index, and the maximum increase in that portion of the index which may be taken into account will be 8% of such March base index less the 4% mentioned in the preceding clause, to which will be added any residual tenths of points which had been dropped under paragraph (h) below in calculation of the cost-of-living adjustment which will have become effective January 1 during such measurement period.

(iii) Any increase in the BLS Consumer Price Index from the base month of March 1981 to the measurement month of March 1982 in excess of 8% of the March 1981 base index, or from the base month of March 1982 to the measurement month of March 1983 in excess of 8% of the March 1982 base index, will not be taken into account in the determination of subsequent cost-of-living adjustments.

(h) Formula. The number of points change in the BLS Consumer Price Index during a measurement period, as limited by paragraph (g) above, will be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion will not be counted.)

The cost-of-living allowance which will become effective January 1, 1982 as result of application of Section 1(b) will be adjusted (increased or decreased) effective July 1, 1982 by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (g) above, in the BLS Consumer Price Index during the measurement period from the base month of September 1, 1981 to the measurement month of March 1982. Any residual tenths of a point resulting from such division will be dropped. The result of such division will be added to the amount of the allowance which will have become effective January 1, 1982 if the Consumer Price Index will have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index will have been lower at the end than at the beginning of the measurement period.

The same procedure will be followed in applying subsequent adjustments.

(i) Continuance of the cost-of-living adjustments is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor, should during the effective period of this Agreement revise or
change the methods or basic data used in calculating the BLS Consumer Price Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W Index during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W Index during such measurement period.

Section 2. - Application of Cost-of-Living Adjustments

In application of the cost-of-living adjustments provided for by Section 1 of this Article II, the cost-of-living allowance will not become part of basic rates of pay except as provided in Section 1(f). Such allowance will be applied as follows:

(a) **Hourly Rates** - Add the amount of the cost-of-living allowance to the hourly rate of pay produced by application of Article I and by Section 1(f) of this Article II.

(b) **Daily Rates** - Determine the equivalent hourly rate by dividing the established daily rate by the number of hours comprehended by the daily rate. The amount of the cost-of-living allowance multiplied by the number of hours comprehended by the daily rate shall be added to the daily rate produced by application of Article I and by Section 1(f) of this Article II.

(c) **Weekly Rates** - Determine the equivalent hourly rate by dividing the established weekly rate by the number of hours comprehended by the weekly rate. The amount of the cost-of-living allowance multiplied by the number of hours comprehended by the weekly rate shall be added to the weekly rate produced by application of Article I and by Section 1(f) of this Article II.

(d) **Monthly Rates** - Determine the equivalent hourly rate by dividing the established monthly rate by the number of hours comprehended by the monthly rate. The amount of the cost-of-living allowance multiplied by the number of hours comprehended by the monthly rate shall be added to the monthly rate produced by application of Article I and by Section 1(f) of this Article II.

(e) **Piece Work** - Adjustment of piece-work rates of pay shall be based on the amount of increase applicable to the basic hourly rate for the class of work performed. Where piece-work rates of pay are in effect on carriers having special rules as to the application of any increase, or decrease, in such rates, such rules shall apply. In the absence of any definite rule governing, the equivalent of the hourly amount of the cost-of-living allowance shall be added to the established unit piece-work price.
(f) Minimum Daily Increases - The increase in rates of pay described in paragraphs (a) to (e), inclusive, shall be not less than eight times the applicable increase per hour for each full time day of eight hours, required to be paid for by the rules agreement. In instances where under the existing rules agreement an employee is worked less than eight hours per day, the increase will be determined by the number of hours required to be paid for by the rules agreement.

(g) Coverage - The cost-of-living allowances provided for in Section 1(a) of this Article II shall be applied only to employees who have a current employment relationship under an agreement with the organization signatory hereto or who have retired or died subsequent to the effective dates of the specified allowances.

ARTICLE III - VACATIONS

Insofar as applicable to the employees covered by this Agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, that Agreement is further amended effective January 1, 1982, by substituting the following Article 1(c) and (d) for the corresponding provisions contained in Article III of the Agreement of October 30, 1978:

(c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.
ARTICLE IV - HOLIDAYS

Effective January 1, 1983, Article II of the Agreement of August 21, 1954, as amended, insofar as applicable to the employees covered by this Agreement, is hereby further amended in the following respects:

(a) Add the day after Thanksgiving Day and substitute New Year's Eve (the day before New Year's Day is observed) for Veterans Day.

(b) The holiday pay qualifications for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

(c) In addition to their established monthly compensation, employees performing service on the day after Thanksgiving Day on a monthly rated position (the rate of which is predicated on an all-service performed basis) shall receive eight hours pay at the equivalent straight time rate, or payment as required by any local rule, whichever is greater.

(d) A monthly rated employee occupying a 5-day assignment on a position with Friday as an assigned rest day also shall receive eight hours' pay at the equivalent straight time rate for the day after Thanksgiving Day, provided compensation paid such employee by the carrier is credited to the work days immediately preceding Thanksgiving Day and immediately following the day after Thanksgiving Day.

(e) Except as specifically provided in paragraph (c) above, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to the day after Thanksgiving Day and New Year's Eve (the day before New Year's Day is observed) in the same manner as to other holidays listed or referred to therein.

ARTICLE V - HEALTH AND WELFARE BENEFITS

Section 1. Continuation of Plan

The benefits now provided under The Railroad Employees National Health and Welfare Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in Special Account A or in one or more special accounts or funds maintained by the insurer in connection with Group Policy Contract GA-23000, and by the use of funds held in trust that are not otherwise needed to pay claims, premiums or administrative expenses which are payable from trust. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the Joint Policyholder Committee with the insurer.
Section 2. Benefit Changes

The following benefit changes will be made effective as of January 1, 1982:

(a) Life Insurance - The maximum life insurance benefit for active employees will be increased from $6,000 to $10,000.

(b) Accidental Death, Dismemberment and Loss of Sight - The maximum accidental death, dismemberment and loss of sight benefit, called the "Principal Sum" in Group Policy Contract GA-23000, will be increased from $4,000 to $8,000. Those accidental death, dismemberment and loss of sight benefits that are payable in the amount of one-half the Principal Sum will thus be increased from $2,000 to $4,000.

(c) Hospital Miscellaneous Benefits - The provision for reimbursement for hospital charges for medical care and treatment (other than charges for room and board, nurses', and physicians' and surgeons' fees), and the excess of charges for intensive care in an intensive care unit over the amount payable otherwise, shall be increased from "not more than $2,000 plus 80% of the excess over $2,000," to "not more than $2,500 plus 80% of the excess over $2,500."

(d) Surgical Expense Benefit -

(i) The maximum surgical benefit for all surgical procedures due to the same or related causes, as well as the maximum basic benefit for any one surgical procedure, will be increased from $1,000 to $1,500; and the $1,000 E Surgical Schedule will be replaced by a $1,500 E Surgical Schedule.

(ii) No surgical expense benefits described in Part E of Article VII of Group Policy Contract GA-23000 will be payable under the Plan with respect to any non-emergency surgical procedure listed below and described in Schedule I to Policy Contract GA-23000 unless the opinions of two surgeons with respect to the medical necessity of the procedure have first been obtained and at least one of those opinions recommends the procedure. Major medical expense benefits described in Part J of such Article will, however, be payable with respect to such a procedure whether or not the opinion of a second surgeon is obtained. The surgical procedures referred to above are:

5. Hernia Repairs 11. Tonsillectomy & Adenoidectomy

(e) Radiation Therapy Expense Benefits - The radiation therapy expense benefits and the schedule listing them will be broadened to include chemotherapy treatments; the overall combined maximum radiation therapy and chemotherapy expense benefits for any one person during any one calendar year will be increased from $400 to $600; and the overall combined maximum radiation therapy and chemotherapy expense benefits for any one person for any one accident or sickness will be increased from $400 to $600.
(f) X-Ray or Laboratory Examinations - The maximum medical expense benefit for x-ray and laboratory examinations of any one person during any one calendar year will be increased from $150 to $250.

(g) Physician's Fee Benefit

(i) The maximum amount payable on behalf of an employee or dependent for physician's charges for visits while the employee or dependent is confined as a hospital in-patient will be increased from $10.00 to $12.00 per day of such confinement, and the maximum payable during any one period of hospital confinement will be increased from $3,650 to $4,380.

(ii) The maximum amount payable for physician's office visits by an employee shall be increased from $10.00 to $12.00, and for home visits from $12.00 to $15.00, per visit, limited as at present to one home or office visit per day and a maximum of 180 such visits in a 12-month period; no benefit payable for the first visit on account of injury or first three visits on account of sickness.

(h) Major Medical Expense Benefits - The maximum aggregate amount payable as major medical expense benefits with respect to any eligible employee or dependent during such person's entire lifetime will be increased from $250,000 to $500,000.

(i) Hospital Emergency Room - To the extent not otherwise covered under the Plan, benefits will be payable for expenses in excess of $50 incurred for the use of hospital emergency room by a covered employee or dependent. To the extent the first $50 of such expenses are not covered by the Plan, they will count toward reaching the cash deductible amount of $100 under the major medical expense benefits provisions of the Plan.

Section 3. Eligibility

The provision under which a new employee becomes a Qualifying Employee, and may become covered and eligible for benefits, on the first day of the first calendar month starting after such employee has completed 60 continuous days during which he has maintained an employment relationship, will be changed to provide that a new employee (employed on or after the first day of the calendar month following the month in which this agreement is executed) will become a Qualifying Employee on the first day of the first calendar month starting after the day on which such employee first performs compensated service; provided, however, that no employee or dependent health benefits described in Article VII of Group Policy Contract GA-23000, other than the major medical benefits described in Part J thereof, will be payable to or on behalf of an employee until the expiration of twelve months after the month during which he first performs compensated service.

Section 4. Coverage for Dependents Health Benefits

If an employee is covered immediately prior to his death with respect to an eligible dependent's health benefits described in Article VII of Group Policy Contract GA-23000, such coverage will continue with respect to those benefits until the end of the fourth month following the month in which the employee's death occurred.
Section 5. Suspended and Dismissed Employees

An employee who is suspended or dismissed from service and is thereafter awarded full back pay for all time lost as a result of such suspension or dismissal will be covered under the Plan as if he or she had not been suspended or dismissed in the first place.

Section 6. Vacation Pay

The receipt of vacation pay by a furloughed employee will not require that his or her employer make any payment to the insurer or other contribution to the Plan as to such employee and will not cause the furloughed employee to be covered under the Plan, if he or she is not for any other reason so covered, during the month following the month in which the furloughed employee receives such vacation pay.

ARTICLE VI - DENTAL BENEFITS

Section 1. Continuation of Plan

The benefits now provided under The Railroad Employees National Dental Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the National Carriers' Conference Committee with the insurer.

Section 2. Benefit Changes

The following benefit changes will be made effective as of January 1, 1982:

(a) The maximum benefit (exclusive of any benefits for orthodontia) which may be paid with respect to a covered employee or eligible dependent in any calendar year will be increased from $750 to $1,000.

(b) The maximum aggregate benefit payable for all orthodontic treatment rendered to an eligible dependent child under the age of 19 during his or her lifetime will be increased from $500 to $750.

(c) The benefit payable with respect to the Type A dental expenses described below will be increased to 100% (from 75%) of such expenses, but only to the extent that they exceed the deductible amount, which will not be changed:

a. Routine oral examinations and prophylaxis (scaling and cleaning of teeth), but not more than once each in any period of 6 consecutive months.

b. Topical application of fluoride for dependent children, but not more than once in any calendar year.

c. Space maintainers designed to preserve the space created by the premature loss of a tooth in a child with mixed dentition until normal eruption of the permanent tooth takes place.

d. Emergency palliative treatment (to alleviate pain or discomfort).
e. Dental x-rays, including full mouth x-rays (but not more than once in any period of 36 consecutive months), supplementary bitewing x-rays (but not more than once in any period of 6 consecutive months) and such other dental x-rays as are required in connection with the diagnosis of a specific condition requiring treatment.

ARTICLE VII - EARLY RETIREMENT MAJOR MEDICAL BENEFITS

Section 1. Continuation of Plan

The benefits now provided under The Railroad Employees National Early Retirement Major Medical Benefit Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the National Carriers' Conference Committee with the insurer.

Section 2. Benefit Changes

The following benefit change will be made effective as of January 1, 1982: The maximum amount payable with respect to any retired or disabled employee covered by the Plan or to any eligible dependent of such a retired or disabled employee will be increased from $50,000 to $75,000

ARTICLE VIII - NATIONAL HEALTH LEGISLATION

In the event that national health legislation should be enacted, benefits provided under The Railroad Employees National Health and Welfare Plan, The Railroad Employees National Early Retirement Major Medical Benefit Plan, and The Railroad Employees National Dental Plan with respect to a type of expense which is a covered expense under such legislation will be integrated so as to avoid duplication, and the parties will agree upon the disposition of any resulting savings.

ARTICLE IX - SUPPLEMENTAL SICKNESS

Effective January 1, 1982, the January 9, 1980 Supplemental Sickness Benefit Agreement shall be amended so that for periods of disability commencing on or after January 1, 1982, the monthly benefits provided under such plan shall be adjusted so as to restore the same ratio of benefits to rates of pay as existed on January 1, 1979 under the terms of that Agreement.

Section 4 of the January 9, 1980 Agreement shall be revised in accordance with the following:

<table>
<thead>
<tr>
<th>Class</th>
<th>Employees Earning</th>
<th>Per Hour</th>
<th>Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class I</td>
<td>$11.14 or more</td>
<td>$1938 or more</td>
<td></td>
</tr>
<tr>
<td>Class II</td>
<td>$10.16 or more but less than $11.14</td>
<td>Less than $1938 but more than $1768</td>
<td></td>
</tr>
<tr>
<td>Class III</td>
<td>Less than $10.16</td>
<td>Less than $1768</td>
<td></td>
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</table>

Basic and Maximum Benefit Amount Per Month

<table>
<thead>
<tr>
<th>Class</th>
<th>Basic</th>
<th>RUIA</th>
<th>Maximum</th>
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</thead>
<tbody>
<tr>
<td>Class I</td>
<td>$763</td>
<td>$544</td>
<td>$1307</td>
</tr>
<tr>
<td>Class II</td>
<td>678</td>
<td>544</td>
<td>1222</td>
</tr>
<tr>
<td>Class III</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ARTICLE X - PERSONAL LEAVE

Section 1

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

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

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

Section 2

(a) Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year;

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

(c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The carrier will have the right to distribute work on a position vacated among other employees covered by the agreement with the organization signatory hereto.

Section 3

This Article shall become effective on January 1, 1982 except on such carriers where the organization representative may elect to preserve existing local rules or practices pertaining to personal leave days and so notifies the authorized carrier representative on or before such effective date.
ARTICLE XI - ENTRY RATES

Article VIII of the October 30, 1978 National Agreement and all other local rules governing entry rates are eliminated and the following provisions are applicable:

Section 1 - Service First 24-Months

Except as otherwise provided in this Article XI, employees entering service on and after the effective date of this Article on positions covered by an agreement with the organization signatory hereto shall be paid as follows for all service performed within the first twenty-four (24) calendar months of service:

(a) For the first twelve (12) calendar months of employment, new employees shall be paid 85% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered and for the second twelve (12) calendar months of employment new employees shall be paid 92% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered. However, an employee promoted to a higher class shall not be paid at a rate of pay lower than the rate he would have been paid had he remained in the lower class.

(b) When an employee has completed a total of twenty-four (24) calendar months of employment in any maintenance of way position (or combination thereof) the provisions of sub-paragraph (a) above will no longer be applicable. Employees who have had a maintenance of way employment relationship with the carrier and are rehired in a maintenance of way position will be paid at the full applicable rate after completion of a total of twenty-four (24) calendar months combined employment.

(c) Employees who have had a previous employment relationship with a carrier in a craft represented by the organization signatory hereto and are subsequently hired by another carrier after the date of the Agreement shall be covered by this Article, as amended. However, such employees will receive credit toward completion of the entry rate period for any month in which compensated service was performed in such craft provided that such compensated service last occurred within one year from the date of re-employment.

(d) Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or dismissal shall not count toward completion of the twenty-four (24) month period.

(e) The reduced rates provided by this Article are applicable to trackmen; extra gangmen; sectionmen; all laborers, gardeners, farmers and helpers; firemen; upgraded mechanics; flagmen, gate men and watchmen; and roadway equipment and machine operators who have not established seniority as such.
Section 2 - Preservation of Lower Rates

Agreements which provide for training or entry rates that are lower than those provided for in Section 1 are preserved. However, if such agreements provide for payment at a lower rate for less than the first twenty-four (24) calendar months of actual service, Section 1 of this Article will be applicable during any portion of that period in which such lower rate is not applicable.

This Article shall become effective January 1, 1982 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date.

ARTICLE XII - EXPENSES AWAY FROM HOME

Section 1

Effective January 1, 1982, the allowances specified in the Award of Arbitration Board No. 298 (rendered September 30, 1967), as adjusted by the provisions of Article IX of the October 30, 1978 National Agreement, shall be further adjusted as follows:

(a) The maximum reimbursement for actual reasonable lodging expense provided for in Article I, Section A(3) is increased from $7.00 per day to $10.75 per day;

(b) The meal allowances provided for in Article I, Sections B(1), B(2) and B(3) are increased from, $1.75, $3.50 and $5.25 per day respectively to $2.50, $5.00 and $7.50 per day respectively; and

(c) The maximum reimbursement for actual reasonable meals and lodging costs provided for in Article II, Section B is increased from $12.25 per day to $18.25 per day.

Section 2

Effective April 1, 1983, the daily allowances specified in paragraphs (a), (b), and (c) of Section 1 above will be further adjusted to (a) $11.75; (b) $2.75, $5.50 and $8.25 respectively, and (c) $20.00.

Section 3

Effective June 1, 1984, the daily allowances specified in Section 1 will be further adjusted to (a) $12.75, (b) $3.00, $6.00 and $9.00 respectively, and (c) $21.75.
ARTICLE XIII - PROCEDURES FOR HANDLING NOTICES OR PROPOSALS NOT BARRED BY
THIS AGREEMENT OR LOCAL AGREEMENTS.

Notices or proposals not barred by this Agreement, or by local
agreements, served pursuant to the Railway Labor Act by or on individual
carriers which are pending on the effective date of this Agreement and any
such new notices or proposals served by or on individual carriers subsequent
to the effective date of this Agreement shall be handled in accordance with
the terms of the Railway Labor Act, as amended, subject to the procedures
outlined below:

(i) Such notices, except those previously progressed to
mediation, will not be progressed to mediation for a minimum of 90 calendar
days following the date of initial conference on the notices(s) or the date
of this Agreement whichever is later, so as to afford the parties an
opportunity to reach an agreement in direct negotiations.

(ii) With respect to notices progressed to mediation, except those
on which mediation has terminated as of November 10, 1981, the parties will
urge the National Mediation Board to conduct mediation for a minimum of 90
calendar days from the date the notice was docketed by the National
Mediation Board or the date of this Agreement, whichever is later. Notices
subject to paragraphs (i) or (ii) as well as notices on which mediation has
terminated prior to or as of November 10, 1981 will be subject to all of the
procedures of paragraphs (iii), (iv) and (v) hereafter.

(iii) At any time after the National Mediation Board has advised
the parties that it is considering a proffer of arbitration the notices
involved in that dispute may be submitted at the request of either party to
an Advisory Fact-Finding Panel consisting of six (6) members, two (2) to be
selected by the organization, two (2) to be selected by the carrier and
two (2) public members to be selected by mutual agreement of the parties and
appointed by the National Mediation Board. The appointment of the public
members shall be made within ten (10) calendar days of the date of request.
If the parties cannot agree upon the selection of the two (2) public
members, the Mediation Board shall make such selection. The Advisory
Fact-Finding Panel shall investigate promptly the facts as to the dispute
and make a written report to the parties, setting forth advisory
recommendations for resolution of the dispute. Such report shall be issued
within sixty (60) calendar days from the date of the appointment of the two
(2) public members. The time limit for issuing the report may be extended
by agreement between the organization and carrier members of the Panel.
However, in the event the carrier and organization members are unable to
agree on an extension of time, the public members may extend the time limit
on their own motion for one (1) additional thirty (30) calendar day period.
The procedures and manner of investigation of the Fact-Finding Panel shall
be established by the Panel.
(iv) Following the issuance of the report of the Advisory
Fact-Finding Panel, negotiations and/or mediation will resume for a period
of not less than 60 calendar days from the date the report was issued.

(v) If the dispute is not resolved as set forth above and has not
been submitted to arbitration, then any time following 60 calendar days from
issuance of the Advisory report set forth in (iv) above or after the
Mediation Board has terminated its services, whichever is later, either
party to the dispute may serve a 30-day written notice to the other that
peaceful efforts have failed to resolve the dispute. Thereafter the dispute
may be progressed to a conclusion under the Railway Labor Act.

ARTICLE XIV - GENERAL PROVISIONS

Section 1 - Court Approval

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

Section 2 - Effect of this Agreement

(a) The purpose of this Agreement is to fix the general level of
compensation during the period of the Agreement, and to settle the disputes
growing out of the notices served upon the carriers listed in Exhibit A by
the organization signatory hereto dated on or about January 26, 1981 (wages
and rules) and February 17, 1981 (health and welfare and dental), and
proposals served on or about January 26, 1981 by the carriers for concurrent
handling therewith. This Agreement shall be construed as a separate
agreement by and on behalf of each of said carriers and their employees
represented by the organization signatory hereto, and shall remain in effect
through June 30, 1984 and thereafter until changed or modified in accordance
with the provisions of the Railway Labor Act, as amended.

(b) No party to this Agreement shall serve, prior to April 1,
1984 (not to become effective before July 1, 1984), any notice or proposal
for the purpose of changing the subject matter of the provisions of this
Agreement or which proposes matters covered by the proposals of the parties
cited in paragraph (a) of this Article, and any proposals in pending notices
relating to such subject matters are hereby withdrawn.

(c) Any pending proposals relating to inequity wage adjustments
are hereby withdrawn and no such proposals will be served prior to March 1,
1984 (not to become effective before July 1, 1984), with the exception that
if a carrier party hereto proposes a merger or coordination or a major
technological change, the organization may in relation thereto, serve and
progress proposals for changes in rates of pay on an individual position
basis based upon increased duties and/or responsibilities by reason of such
contemplated merger, coordination or major technological change.
Note: For purposes of this Agreement a "major technological change" is one involving 25 or more employees subject to the pay provisions of the collective bargaining agreement between an individual railroad and the organization party to this Agreement.

(d) This Article will not debar transactions under Article III of the Agreement of October 7, 1959, Mediation Case No. A-5987, covering employees represented by the Brotherhood of Maintenance of Way Employees.

(e) This Article will not bar management and committees on individual railroads from agreeing upon any subject of mutual interest.

SIGNED AT WASHINGTON, D.C. THIS 11TH DAY OF DECEMBER, 1981.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

[Signatures]

FOR THE EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES:

[Signatures]
FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A: (Cont'd.)

K. C. Steele Jr.

Witness:

Chairman, National Mediation Board
Mr. O. M. Berge  
President  
Brotherhood of Maintenance  
of Way Employees  
12050 Woodward Avenue  
Detroit, Michigan  48203

Dear Mr. Berge:

This will confirm our understanding concerning the granting of an additional holiday, the day after Thanksgiving Day, (Article IV of the December 11, 1981 National Agreement) that an employee who performs service on the day after Thanksgiving Day on a monthly rated position, the rate of which is predicated on an all-service performed basis, shall receive eight hours' pay at the equivalent straight time rate, or payment as required by any local rule for holiday work, whichever is greater. Any local rules or practices governing availability on the assigned rest day of such employee will also apply to the day after Thanksgiving Day.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

[Signature]

[Signature]
December 11, 1981

Mr. O. M. Berge
President
Brotherhood of Maintenance
of Way Employes
12050 Woodward Avenue
Detroit, Michigan 48203

Dear Mr. Berge:

This confirms our understanding that the parties agree to refrain from the exercise of their respective self-help rights with respect to notices progressed under the procedures of Article XIII, except upon thirty days' advance written notice served on or after July 1, 1984.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

[Signature]
Mr. O. M. Berge  
President  
Brotherhood of Maintenance of Way Employes  
12050 Woodward Avenue  
Detroit, Michigan 48203

Dear Mr. Berge:

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

Example No. 1

Employee “A” was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in the years 1976 through 1981, but not during the year 1975.

This employee would not be entitled to one day of personal leave in the year 1982 because of not having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Example No. 2

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

This employee would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.
Example No. 3

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

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

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

[Signature]

C. I. Hopkins, Jr.

I concur:

[Signature]
Mr. O. M. Berge  
President  
Brotherhood of Maintenance  
of Way Employees  
12050 Woodward Avenue  
Detroit, Michigan  48203  

Dear Mr. Berge:

This has reference to Article XI - Entry Rates - of the  
Agreement dated December 11, 1981 and, in particular, the  
provisions of Section 1(e) thereof.

This will confirm our understanding that in specifying  
the classifications in Section 1(e) the parties have agreed that  
the following positions are not subject to entry rates:

Apprentices  
B&H skilled tradesmen  
Assistant foremen  
Foremen  
Roadway equipment and machine operators who  
have established seniority as such (but  
not helpers and firemen)  
Camp car cooks (but not helpers)  
Pumping equipment operators (but not helpers)  
Bridge operators (but not helpers)  
Welders (but not helpers)  
Maintenance of Way and Scale Inspectors  
Water service mechanics  
Roadway equipment mechanics

If any question arises as to classifications not covered  
by Section 1(e), or this letter, the matter will be discussed by  
the National Carriers' Conference Committee and the Brotherhood of  
Maintenance of Way Employees Negotiating Committee for  
determination as to whether or not entry rates are applicable.

Please indicate your concurrence by affixing your  
signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

Mr. O. M. Berge
December 11, 1981

Mr. O. M. Berge
President
Brotherhood of Maintenance
of Way Employees
12050 Woodward Avenue
Detroit, Michigan 48203

Dear Mr. Berge:

This refers to Section 1(e) of Article XI - Entry Rates - and the application of same to roadway equipment and machine operators.

It is understood that even though an employee has established seniority as a roadway equipment or machine operator, when working as a trackman and used under composite service rules to operate equipment or machines for which he is compensated under such rules, entry rates will apply unless such employee is filling a bonafide vacancy as a roadway equipment or machine operator.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

[Signature]

C. I. Hopkins, Jr.

I concur:

[Signature]
December 11, 1981

Mr. O. M. Berge
President
Brotherhood of Maintenance
of Way Employees
12050 Woodward Avenue
Detroit, Michigan  48203

Dear Mr. Berge:

This confirms our understanding that the provisions of Article VIII - Entry Rates of the October 30, 1978 National Agreement or local rules or practices pertaining to this subject shall continue to apply to employees covered by such rules hired before January 1, 1982.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:
December 11, 1981

Mr. O. M. Berge
President
Brotherhood of Maintenance
of Way Employes
12050 Woodward Avenue
Detroit, Michigan  48203

Dear Mr. Berge:

During negotiations leading to the December 11, 1981, National Agreement, you expressed a concern with respect to a situation where a railroad inadvertently fails to adjust an employee's rate of pay when the entry rate period expires and the omission is not discovered until substantially later.

I assured you that in such cases if brought to my attention I would urge the railroads involved to correctly apply the terms of the Agreement and not rely on the timeliness of claims as a defense for not doing so.

Very truly yours,

C. I. Hopkins, Jr.
December 11, 1981

Mr. O. M. Berge
President
Brotherhood of Maintenance
of Way Employees
12050 Woodward Avenue
Detroit, Michigan 48203

Dear Mr. Berge:

This confirms our understanding reached in current negotiations with respect to the provisions of Article XII - Expenses Away From Home.

There was discussion of individual railroad situations where existing rules provide certain allowances in accordance with Arbitration Board Award No. 298 and other allowances(s) different from those provided for in the Award. For example, a railroad pays the allowances provided for in Article I, Sections B(1) and B(2) but, where neither a cook nor cooking facilities is furnished, actual expenses are allowed. The provisions of Article XII of this Agreement provide for increases in those allowances under the Award of Board 298 that are applicable on a railroad but do not disturb those arrangements which have become effective under a local agreement, so that in this particular example the Article I B(1) and B(2) allowances would be increased under the National Agreement but the provision for actual expenses would continue in effect.

We also discussed situations where agreements have been reached, prior to this agreement, on individual railroads to increase the allowances under Article I, Section A(3), B(1), B(2) and B(3) and Article II, Section B, of the Award of Arbitration Board No. 298 and in such situations the employee representatives are to be afforded an option, to be exercised within fifteen days after the date of this agreement, to retain all allowances specified in such agreements or to accept all allowances specified in this agreement in lieu thereof.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

Charles I. Hopkins, Jr.

I concur:

[Signature]

Mr. O. M. Berge
December 11, 1981

Mr. O. M. Berge  
President  
Brotherhood of Maintenance  
of Way Employees  
12050 Woodward Avenue  
Detroit, Michigan 48203

Dear Mr. Berge:

This confirms our understanding reached in current negotiations that, notwithstanding the provisions of Article XIV - General Provisions of the Agreement dated December 11, 1981, where rules and agreements are in effect on individual railroads providing for allowances for employees, in lieu of those provided by Arbitration Award No. 298, notices may be served to revise such rules and agreements and may be progressed within, but not beyond, the specific procedures for peaceably resolving disputes which are provided for in the Railway Labor Act, as amended. A railroad on which such a notice is served may serve counterproposals dealing with working conditions of such employees, to be handled concurrently therewith.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

[Signature]
December 11, 1981

Mr. O. M. Berge
President
Brotherhood of Maintenance
of Way Employees
12050 Woodward Avenue
Detroit, Michigan 48203
Dear Mr. Berge:

During negotiations leading to the December 11, 1981 National Agreement, the parties reviewed in detail existing practices with respect to contracting out of work and the prospects for further enhancing the productivity of the carriers' forces.

The carriers expressed the position in these discussions that the existing rule in the May 17, 1968 National Agreement, properly applied, adequately safeguarded work opportunities for their employees while preserving the carriers' right to contract out work in situations where warranted. The organization, however, believed it necessary to restrict such carriers' rights because of its concerns that work within the scope of the applicable schedule agreement is contracted out unnecessarily.

Conversely, during our discussions of the carriers' proposals, you indicated a willingness to continue to explore ways and means of achieving a more efficient and economical utilization of the work force.

The parties believe that there are opportunities available to reduce the problems now arising over contracting of work. As a first step, it is agreed that a Labor-Management Committee will be established. The Committee shall consist of six members to be appointed within thirty days of the date of the December 11, 1981 National Agreement. Three members shall be appointed by the Brotherhood of Maintenance of Way Employees and three members by the National Carriers' Conference Committee. The members of the Committee will be permitted to call upon other parties to participate in meetings or otherwise assist at any time.

The initial meeting of the Committee shall occur within sixty days of the date of the December 11, 1981 National Agreement. At that meeting, the parties will establish a regular meeting schedule so as to ensure that meetings will be held on a periodic basis.
The Committee shall retain authority to continue discussions on these subjects for the purpose of developing mutually acceptable recommendations that would permit greater work opportunities for maintenance of way employees as well as improve the carriers' productivity by providing more flexibility in the utilization of such employees.

The carriers assure you that they will assert good-faith efforts to reduce the incidence of subcontracting and increase the use of their maintenance of way forces to the extent practicable, including the procurement of rental equipment and operation thereof by carrier employees.

The parties jointly reaffirm the intent of Article IV of the May 17, 1968 Agreement that advance notice requirements be strictly adhered to and encourage the parties locally to take advantage of the good faith discussions provided for to reconcile any differences. In the interests of improving communications between the parties on subcontracting, the advance notices shall identify the work to be contracted and the reasons therefor.

Notwithstanding any other provision of the December 11, 1981 National Agreement, the parties shall be free to serve notices concerning the matters herein at any time after January 1, 1984. However, such notices shall not become effective before July 1, 1984.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

[Signature]

Charles I. Hopkins, Jr.

I concur:

[Signature]
December 11, 1981

Mr. O. M. Berge
President
Brotherhood of Maintenance of Way Employes
12050 Woodward Avenue
Detroit, Michigan  48203

Dear Mr. Berge:

In accordance with our understanding, this is to confirm that the carriers will make all reasonable efforts to provide that portion of the retroactive wage increases representing the amount due employees for the period commencing April 1, 1981 through the last payroll period ending in September, 1981 by December 23, 1981. The balance of the retroactive wage increases will be paid as soon as is reasonably possible.

It is further understood that such retroactive wage increases are due only to employees who (a) have performed service during the period covered by the retroactive wage increases and (b) have continued their employment relationship up to the date of this Agreement or have in the meantime either retired or died.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

[Signature]
Mr. O. M. Berge  
President  
Brotherhood of Maintenance  
of Way Employes  
12050 Woodward Avenue  
Detroit, Michigan  48203

Dear Mr. Berge:

A committee shall be established by the Joint Policyholders  
consisting of an equal number of organization and carrier representatives  
for the purpose of continuing exploration of ways to contain or decrease the  
costs of maintaining the National Health and Welfare Plan without decreasing  
the benefits or services that the plan provides. In pursuing cost  
containment measures the committee will be authorized to obtain and/or  
develop whatever information is necessary in order to determine where the  
Plan is incurring unnecessary or excessive expenses. The committee shall  
make such recommendations as it deems appropriate for implementing any of  
its findings.

The committee is also authorized to investigate and recommend the  
implementation of new experimental programs on a community or other basis  
for the purpose of determining whether existing benefits can be provided in  
ways which may reduce costs to the Plan while at the same time preserving  
the services currently provided.

In addition, the committee may consider alternatives to the  
current Joint Policyholder arrangement, and consider submitting the Plan to  
competitive bidding; and in this process identify insurers that are fit and  
able to provide the services necessary in connection with the Plan, the  
selection criteria and the bid specifications.

Please indicate your concurrence by affixing your signature in the  
space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

[Signature]
RAILROADS REPRESENTED BY THE NATIONAL CARRIERS’ CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT JANUARY 26, 1981, OF DESIRE TO REVISE AND SUPPLEMENT ALL EXISTING AGREEMENTS IN ACCORDANCE WITH PROPOSALS SET FORTH IN ATTACHMENT "A" APPENDED THERETO (WAGES AND RULES), AND NOTICES, DATED ON OR ABOUT FEBRUARY 17, 1981, OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS IN ACCORDANCE WITH PROPOSALS SET FORTH IN ATTACHMENT "A" THERETO (HEALTH AND WELFARE), SERVED ON RAILROADS GENERALLY BY THE GENERAL CHAIRMAN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES, AND PROPOSALS SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

Subject to indicated footnotes, this authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to employees represented by the Brotherhood of Maintenance of Way Employees.

NOTE: - This authorization is subject to the stipulation contained in Letter of Understanding dated August 19, 1960.

Akron & Barberton Belt Railroad Company
Akron, Canton & Youngstown Railroad Company
Alton & Southern Railway Company
#/Ann Arbor Railroad System
Atchison, Topeka and Santa Fe Railway Company
#/Atlanta and Saint Andrews Bay Railway Company
Belt Railway Company of Chicago
Bessemer and Lake Erie Railroad Company
*-/Boston and Maine Corporation
Burlington Northern Railroad Company
Walla Walla Valley Railway Company
Butte, Anaconda & Pacific Railway Company
Camas Prairie Railroad Company
Canadian National Railways -
Great Lakes Region, Lines in the United States
St. Lawrence Region, Lines in the United States
#/Canadian Pacific Limited
Central of Georgia Railroad Company

THE CHESSIE SYSTEM:
Baltimore and Ohio Railroad Company
Baltimore and Ohio Chicago Terminal Railroad Company
Chesapeake and Ohio Railway Company
Chicago South Shore and South Bend Railroad
Staten Island Railroad Corporation
Western Maryland Railway Company
Chicago & Illinois Midland Railway Company
Chicago and North Western Transportation Company
Chicago Western Indiana Railroad Company
*-/Chicago, Milwaukee, St. Paul and Pacific Railroad Company
Chicago Union Station Company
Chicago, West Pullman & Southern Railroad Company
Colorado and Southern Railway Company
Colorado & Wyoming Railway Company
Davenport, Rock Island and North Western Railway Company
Denver and Rio Grande Western Railroad Company
Denver Union Terminal Railway Company
Des Moines Union Railway Company
Detroit & Mackinac Railway Company
Detroit & Toledo Shore Line Railroad Company
Detroit, Toledo and Ironton Railroad Company
@-Duluth, Missabe and Iron Range Railway Company
Duluth, Winnipeg & Pacific Railway
Elgin, Joliet and Eastern Railway Company

THE FAMILY LINES:

Seaboard Coast Line Railroad Company
Louisville and Nashville Railroad Company
Clinchfield Railroad Company
Georgia Railroad
Atlanta Joint Terminals
Atlanta and West Point Railroad Company
The Western Railway of Alabama
Fort Worth and Denver Railway Company
Galveston, Houston and Henderson Railroad Company
Grand Trunk Western Railroad Company
Houston Belt & Terminal Railroad Company

l-Illinois Central Gulf Railroad Company
Illinois Terminal Railroad Company
Indiana Harbor Belt Railroad Company
Joint Texas Division of the CRI&P-FW&D Railway Company
Kansas City Southern Railway Company
Louisiana & Arkansas Railway Company
Milwaukee-Kansas City Southern Joint Agency
Kansas City Terminal Railway Company

#-Lake Erie, Franklin & Clarion Railroad Company
Lake Superior & Ishpeming Railroad Company
Longview, Portland & Northern Railway Company
Los Angeles Junction Railway Company
Maine Central Railroad Company
Portland Terminal Company

#-Meridian & Bigbee Railroad Company
Minneapolis, Northfield and Southern Railway, Inc.
Minnesota & Manitoba Railway Company
Minnesota Transfer Railway Company

#-Mississippi Export Railroad Company
Missouri-Kansas-Texas Railroad Company
Oklahoma, Kansas and Texas Railroad Company
Missouri Pacific Railroad Company
Weatherford, Mineral Wells and Northwestern Railway Company
Monongahela Railway Company
Montour Railroad Company
New Orleans Public Belt Railroad
Norfolk and Portsmouth Belt Line Railroad Company
Norfolk and Western Railway Company
Northwestern Pacific Railroad Company
Peoria and Pekin Union Railway Company
Pittsburgh & Shawmut Railroad Company
Pittsburgh & Lake Erie Railroad Company
Pittsburgh, Chartiers & Youghiogheny Railway Company
Portland Terminal Railroad Company
Port Terminal Railroad Association
Richmond, Fredericksburg and Potomac Railroad Company
St. Joseph Terminal Railroad Company
St. Louis Southwestern Railway Company
Soo Line Railroad
Southern Pacific Transportation Company
(Western Lines and Eastern Lines)
Southern Railway Company
Alabama Great Southern Railroad Company
Cincinnati, New Orleans and Texas Pacific Railway Company
Georgia Southern and Florida Railway Company
New Orleans Terminal Company
Atlantic and East Carolina Railway Company
Georgia Northern Railway Company
Interstate Railroad Company
Live Oak, Perry and South Georgia Railroad Company
Louisiana Southern Railway Company
Norfolk Southern Railway Company
Tennessee, Alabama and Georgia Railway Company
Spokane International Railroad Company
Terminal Railroad Association of St. Louis
Texas Mexican Railway Company
Toledo, Peoria and Western Railroad Company
Toledo Terminal Railroad Company
Union Pacific Railroad Company
Western Pacific Railroad Company
Wichita Terminal Association
Yakima Valley Transportation Company

NOTES:

* - Subject to the approval of the Courts.

# - Authorization excludes negotiation of the organization's notice dated January 26, 1981, and such proposals as were served by the carrier for concurrent handling therewith.

& - Authorization excludes negotiation of the organization's notice dated February 17, 1981, and such proposals as were served by the carrier for concurrent handling therewith.
NOTES: (continued)


FOR THE CARRIERS:

[Signature]

Washington, D.C.
December 11, 1981

FOR THE
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES:

[Signature]

Subject to indicated footnotes, this authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to employees represented by the Brotherhood of Maintenance of Way Employees.

Akron & Barberton Belt Railroad Company
Akron, Canton & Youngstown Railroad Company
Alton & Southern Railway Company
Ann Arbor Railroad System
Atchison, Topeka & Santa Fe Railway Company
Atlanta and Saint Andrews Bay Railway Company
Bangor and Aroostook Railroad Company
Belt Railway Company of Chicago
Boston and Maine Railroad Company
Boston and Maine Corporation
Burlington Northern Railroad Company
Butte, Anaconda & Pacific Railway Company
Camas Prairie Railroad Company
Canadian Pacific Limited
Central of Georgia Railroad Company

THE CHESLIE SYSTEM:
Baltimore and Ohio Railroad Company
Baltimore and Ohio Chicago Terminal Railroad Company
Chesapeake and Ohio Railway Company
Chicago South Shore and South Bend Railroad
Staten Island Railroad Corporation
Western Maryland Railway Company
Chicago & Illinois Midland Railway Company
Chicago and Western Indiana Railroad Company

Chicago, Milwaukee, St. Paul and Pacific Railroad Company
Chicago, West Pullman & Southern Railroad Company
Colorado and Southern Railway Company
Colorado & Wyoming Railway Company
Davenport, Rock Island and North Western Railway Company
Delaware and Hudson Railway Company
Greenwich & Johnsonville Railway Company
Denver and Rio Grande Western Railroad Company
Denver Union Terminal Railway Company
Detroit & Mackinac Railway Company
Detroit & Toledo Shore Line Railroad Company
Detroit, Toledo and Ironton Railroad Company
Duluth, Missabe and Iron Range Railroad Company
Duluth, Winnipeg & Pacific Railway
Elgin, Joliet and Eastern Railroad Company
THE FAMILY LINES:
Seaboard Coast Line Railroad Company
Louisville and Nashville Railroad Company
Clinchfield Railroad Company
Georgia Railroad
Atlanta Joint Terminals
Atlanta and West Point Railroad Company
The Western Railway of Alabama
Fort Worth and Denver Railroad Company
Galveston, Houston and Henderson Railroad Company
Galveston Wharves
Grand Trunk Western Railroad Company
Houston Belt & Terminal Railroad Company
Illinois Central Gulf Railroad Company
Joint Texas Division of CRISP and FW&D Railway Company
Kansas City Southern Railway Company
Louisiana & Arkansas Railway Company
Milwaukee-Kansas City Southern Joint Agency
Kansas City Terminal Railroad Company
Lake Erie, Franklin & Clarion Railroad Company
Lake Superior & Ishpeming Railroad Company
Los Angeles Junction Railway Company
Maine Central Railroad Company
Portland Terminal Company
Manufacturers Railway Company
Meridian & Bigbee Railroad Company
Minneapolis, Northfield and Southern Railway, Inc.
Minnesota & Manitoba Railway Company
Mississippi Export Railroad Company
Missouri-Kansas-Texas Railroad Company
Missouri Pacific Railroad Company
Weatherford, Mineral Wells and Northwestern Railway Company
Monongahela Railway Company
Montour Railroad Company
New Orleans Public Belt Railroad
Norfolk and Portsmouth Belt Line Railroad Company
Norfolk and Western Railway Company
Northwestern Pacific Railroad Company
Oklahoma, Kansas and Texas Railroad Company
Peoria and Pekin Union Railway Company
Pittsburg & Shawmut Railroad Company
Pittsburgh & Lake Erie Railroad Company
Pittsburgh, Chartiers & Youghiogheny Railway Company
Portland Terminal Railroad Company
Port Terminal Railroad Association
Richmond, Fredericksburg and Potomac Railroad Company
St. Louis Southwestern Railway Company
Soo Line Railroad
Southern Pacific Transportation Company
(Western Lines and Eastern Lines)
Southern Railway Company
   Alabama Great Southern Railroad Company
   Cincinnati, New Orleans and Texas Pacific Railway Company
   Georgia Southern and Florida Railway Company
   New Orleans Terminal Company
   Atlantic and East Carolina Railway Company
   Georgia Northern Railway Company
   Interstate Railroad Company
   Live Oak, Perry and South Georgia Railroad Company
   Louisiana Southern Railway Company
   Norfolk Southern Railway Company
   Tennessee, Alabama and Georgia Railway Company
Spokane International Railroad
Terminal Railroad Association of St. Louis
Texas Mexican Railway Company
Toledo, Peoria and Western Railroad Company
Toledo Terminal Railroad Company
Union Belt of Detroit
Union Pacific Railroad Company
Western Pacific Railroad Company
Wichita Terminal Association
Yakima Valley Transportation Company

NOTES:

* - Subject to the approval of the Courts.

FOR THE CARRIERS:

FOR THE
BROTHERHOOD OF MAINTENANCE OF
WAY EMPLOYEES:

\[Signature\]

Washington, D.C.
December 11, 1981
MEMORANDUM OF UNDERSTANDING

I. General Wage Increases

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Amount of Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/1/81</td>
<td>2%</td>
</tr>
<tr>
<td>10/1/81</td>
<td>3%</td>
</tr>
<tr>
<td>7/1/82</td>
<td>3%</td>
</tr>
<tr>
<td>7/1/83</td>
<td>3%</td>
</tr>
</tbody>
</table>

II. Cost-of-Living Adjustments

a) A cost-of-living adjustment of 32¢ per hour will be effective as of July 1, 1981.

b) A cost-of-living adjustment of 35¢ per hour will be effective as of January 1, 1982.

c) Subsequent cost-of-living adjustments will be determined on the following basis:

i. Adjustment Dates. July 1 and January 1

ii. Formula. 1¢ per hour up or down for each full .3 point change in the CPI-W during the measurement period

iii. Measurement Periods. Unless amount of CPI adjustments are governed by the cap provisions of subparagraph iv. below, each six months as follows:

<table>
<thead>
<tr>
<th>Adjustment Date</th>
<th>Measurement Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 1982</td>
<td>March 1982 over September 1981</td>
</tr>
<tr>
<td>January 1, 1983</td>
<td>September 1982 over March 1982</td>
</tr>
<tr>
<td>July 1, 1983</td>
<td>March 1983 over September 1982</td>
</tr>
<tr>
<td>January 1, 1984</td>
<td>September 1983 over March 1983</td>
</tr>
</tbody>
</table>
iv. Cap. The maximum cost-of-living adjustments under paragraph II(c) shall be calculated as follows:

<table>
<thead>
<tr>
<th>Adjustment Date</th>
<th>COLA under II(c)</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 1982</td>
<td>Amount produced by 8% increase in CPI-W for March 1981 less the January 1, 1982 COLA adjustment.</td>
</tr>
<tr>
<td>January 1, 1983</td>
<td>Amount produced by 4% increase in CPI-W for March 1982.</td>
</tr>
<tr>
<td>July 1, 1983</td>
<td>Amount produced by 8% increase in CPI-W for March 1982 less the January 1, 1983 COLA adjustment.</td>
</tr>
<tr>
<td>January 1, 1984</td>
<td>Amount produced by 4% increase in CPI-W for March 1983.</td>
</tr>
</tbody>
</table>

v. Roll-In. On December 31, 1983 the cost-of-living allowance in effect as of January 1, 1983 will be rolled in. On June 30, 1984 50% of the cost-of-living allowance then in effect (rounded to the next higher cent if such allowance consists of an odd number of cents) will be rolled in.

d) COLA's not rolled in will apply to straight-time, overtime, protected rates, vacations, holidays and personal leave days in the same manner as basic wage adjustments have been applied in the past.
III. **Vacations**

The national vacation provisions will be revised to provide the following changes effective in 1982:

3 weeks of vacation after 8 qualifying years of service
4 weeks of vacation after 17 qualifying years of service

IV. **Holidays**

Effective in 1983, the national holiday provisions will be revised to add the day after Thanksgiving Day and to substitute New Year's Eve (the day before New Year's Day is observed) for Veterans Day.

The holiday pay qualifications for Christmas and Christmas Eve shall also be applicable to the Thanksgiving Day and day after Thanksgiving Day and New Year's Eve and New Year's Day holidays.

The granting of an additional holiday shall not require any adjustment in monthly rates.

An employee who performs service on the day after Thanksgiving Day on a monthly rated position, the rate of which is predicated on an all-service performed basis, shall receive eight hours' pay at the equivalent straight time rate, or payment as required by any local rule, whichever is greater.

A monthly rated employee occupying a 5-day assignment on a position with Friday as an assigned rest day also shall receive eight hours' pay at the equivalent straight time rate for the day after Thanksgiving Day, provided that such employee satisfies the holiday qualification requirements applicable to hourly and daily rated employees for such day.

V. **Benefits Provided Under The Railroad Employees National Health And Welfare Plan**

a. Except as provided in paragraph b. below, the benefits now provided under the Plan will be continued, and such funds as may be in the Special Account will be expeditiously used to provide for such benefits.
b. The following changes in benefits provided under the Plan and in matters related to such benefits will become effective January 1, 1982:

i. the maximum active employee's life insurance benefit will be increased from $6,000 to $10,000.

ii. the maximum accidental death, dismemberment and loss of sight benefit will be increased from $4,000 to $8,000. Amounts lower than the maximum provided under this benefit will be increased in the same proportion.

iii. the maximum miscellaneous hospital expense benefit will be increased from $2,000 plus 80% of the excess over $2,000 to $2,500 plus 80% of the excess over $2,500.

iv. the maximum surgical benefit for all surgical procedures due to the same or related causes will be increased from $1,000 to $1,500.

v. the radiation expense benefit will be broadened so as to include chemotherapy treatments and the overall combined maximum radiation therapy and chemotherapy expense benefit for any one person during any one calendar year shall be increased from $400 to $600; the overall combined maximum radiation therapy and chemotherapy expense benefit for any one person for any one accident or sickness will be increased from $400 to $600.

vi. the maximum medical expense benefit for x-ray and laboratory examinations of any one person during any one calendar year will be increased from $150 to $250.
vii. the maximum medical expense benefit for a physician's home visit will be increased from $12 to $15 and for a physician's hospital or office visit from $10 to $12, both subject to the same eligibility and number-of-visit provisions as at present.

viii. coverage for health benefits currently provided for an employee's dependents will continue to the end of the fourth month following the month in which the employee died.

ix. the lifetime major medical maximum amount benefit shall be increased from $250,000 to $500,000.

x. the Plan shall be modified to provide coverage to the extent not now provided in the case of an employee who is suspended or dismissed from service and subsequently reinstated and awarded full back pay for all time lost; such coverage shall be the same as if the employee had not been suspended or dismissed.

xi. expenses incurred for use of a hospital emergency room not now covered as a scheduled benefit will be paid by the Plan but only to the extent such expenses exceed $50; the first $50 of such expenses will not be covered by the Plan but will be applied toward the $100 deductible required before payment of major medical benefits.

xii. surgical expenses will be reimbursed only to the extent covered by the major medical plan with respect to non-emergency surgical procedures of any one of the twelve types specified in the Plan unless the opinion of two surgeons with respect to the medical necessity of the procedure have first been obtained and at least one of those opinions recommends the procedure. (Definitive provisions set forth in the Plan documents.)
xiii. vacation pay received by a furloughed employee shall not qualify him for any benefits under the Plan and will not generate premium payments on his behalf.

xiv. the eligibility provisions of the Plan shall be modified to provide coverage for a new employee on the first day of the month following the month in which he first performs compensated service; provided, however, that no employee or dependent health benefits other than major medical expense benefits will be payable to or on behalf of an employee until twelve months following the month in which he first performs compensated service.

VI. Benefits Provided Under the Railroad Employees National Dental Plan

a. Except as provided in paragraph b. below, the benefits now provided under the Plan will be continued.

b. The following changes in benefits provided under the Plan will become effective January 1, 1982:

i. the calendar year maximum benefit will be increased from $750 to $1,000.

ii. the maximum lifetime benefit for orthodontic treatment will be increased from $500 to $750.

iii. The benefit for the Type A Dental Expenses described below will be increased from 75% to 100% of such expenses in excess of the deductible amount, which will not be changed:

a. Routine oral examinations and prophylaxis (scaling and cleaning of teeth), but not more than once each in any period of 6 consecutive months.
b. Topical application of fluoride for dependent children, but not more than once in any calendar year.

c. Space maintainers designed to preserve the space created by the premature loss of a tooth in a child with mixed dentition until normal eruption of the permanent tooth takes place.

d. Emergency palliative treatment (to alleviate pain or discomfort).

e. Dental x-rays, including full mouth x-rays (but not more than once in any period of 36 consecutive months), supplementary bitewing x-rays (but not more than once in any period of 6 consecutive months) and such other dental x-rays as are required in connection with the diagnosis of a specific condition requiring treatment.

VII. Benefits Provided Under the Railroad Employees National Early Retirement Major Medical Benefit Plan

The benefits now provided under the Plan will continue, except that effective January 1, 1982, the maximum amount payable with respect to any one person covered by the Plan will be increased from $50,000 to $75,000.

VIII. National Health Legislation

If national health legislation is enacted while this agreement is in effect, benefits and payments will be integrated so as to avoid duplication. If any savings result from such integration, the parties will agree upon the disposition of such savings.

INITIALED THIS ____________ DAY OF NOVEMBER, 1981, AT WASHINGTON, D.C., SUBJECT TO NECESSARY ACCEPTANCE AND RATIFICATION.
ARTICLE — SUPPLEMENTAL SICKNESS

Effective January 1, 1982, the January 9, 1980 Supplemental Sickness Benefit Agreement shall be amended so that for periods of disability commencing on or after January 1, 1982, the monthly benefits provided under such plan shall be adjusted so as to restore the same ratio of benefits to rates of pay as existed on January 1, 1979 under the terms of that Agreement.

Section 4 of the January 9, 1980 Agreement shall be revised in accordance with the following:

<table>
<thead>
<tr>
<th>Class</th>
<th>Per Hour</th>
<th>Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class I Employees Earning</td>
<td>$11.14 or more</td>
<td>$1938 or more</td>
</tr>
<tr>
<td>Class II Employees Earning</td>
<td>$10.16 or more but less than $11.14</td>
<td>Less than $1938 but more than $1768</td>
</tr>
<tr>
<td>Class III Employees Earning</td>
<td>less than $10.16</td>
<td>Less than $1768</td>
</tr>
</tbody>
</table>

Basic and Maximum Benefit Amount Per Month

<table>
<thead>
<tr>
<th>Class</th>
<th>Basic</th>
<th>RIUA</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class I</td>
<td>$763</td>
<td>$544</td>
<td>$1307</td>
</tr>
<tr>
<td>Class II</td>
<td>729</td>
<td>544</td>
<td>1273</td>
</tr>
<tr>
<td>Class III</td>
<td>651</td>
<td>544</td>
<td>1195</td>
</tr>
</tbody>
</table>
ARTICLE - PERSONAL LEAVE

Section 1

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

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

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

Section 2

(a) Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.

(b) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
Section 2

(c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The carrier will have the right to distribute work on a position vacated among other employees covered by the agreement with the organization signatory hereto.

Section 3

This Article shall become effective on January 1, 1982 except on such carriers where the organization representative may elect to preserve existing local rules or practices pertaining to personal leave days and so notifies the authorized carrier representative on or before such effective date.
ARTICLE — ENTRY RATES

Article VIII of the October 30, 1978 National Agreement and all other local rules governing entry rates are eliminated and the following provisions are applicable:

Section 1 — Service First 24-Months

Except as otherwise provided in this Article, employees entering service on and after the effective date of this Article on positions covered by an agreement with the organization signatory hereto shall be paid as follows for all service performed within the first twenty-four (24) calendar months of service:

(a) For the first twelve (12) calendar months of employment, new employees shall be paid 85% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered and for the second twelve (12) calendar months of employment new employees shall be paid 92% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered. However, an employee promoted to a higher class shall not be paid at a rate of pay lower than the rate he would have been paid had he remained in the lower class.

(b) When an employee has completed a total of twenty-four (24) calendar months of employment in any maintenance of way position (or combination thereof) the provisions of sub-paragraph (a) above will no longer be applicable. Employees who have had a maintenance of way employment relationship with the carrier and are rehired in a maintenance of way position will be paid at the full applicable rate after completion of a total of twenty-four (24) calendar months combined employment.
(c) Employees who have had a previous employment relationship with a carrier in a craft represented by the organization signatory hereto and are subsequently hired by another carrier after the date of the Agreement shall be covered by this Article, as amended. However, such employees will receive credit toward completion of the entry rate period for any month in which compensated service was performed in such craft provided that such compensated service last occurred within one year from the date of re-employment.

(d) Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or dismissal shall not count toward completion of the twenty-four (24) month period.

(e) The reduced rates provided by this Article are applicable to trackmen; extra gangmen; sectionmen; all laborers, gardeners, farmers and helpers; firemen; upgraded mechanics; flagmen, gatemen and watchmen; and roadway equipment and machine operators who have not established seniority as such.

Section 2 - Preservation of Lower Rates

Agreements which provide for training or entry rates that are lower than those provided for in Section 1 are preserved. However, if such agreements provide for payment at a lower rate for less than the first twenty-four (24) calendar months of actual service, Section 1 of this Article will be applicable during any portion of that period in which such lower rate is not applicable.

This Article shall become effective January 1, 1982 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date.
ARTICLE - EXPENSES AWAY FROM HOME

Section 1

Effective January 1, 1982, the allowances specified in the Award of Arbitration Board No. 298 (rendered September 30, 1967), as adjusted by the provisions of Article IX of the October 30, 1978 National Agreement, shall be further adjusted as follows:

(a) The maximum reimbursement for actual reasonable lodging expense provided for in Article I, Section A(3) is increased from $7.00 per day to $10.75 per day;

(b) The meal allowances provided for in Article I, Sections B(1), B(2) and B(3) are increased from, $1.75, $3.50 and $5.25 per day respectively to $2.50, $5.00 and $7.50 per day respectively; and

(c) The maximum reimbursement for actual reasonable meals and lodging costs provided for in Article II, Section B is increased from $12.25 per day to $18.25 per day.

Section 2

Effective April 1, 1983, the daily allowances specified in paragraphs (a), (b), and (c) of Section 1 above will be further adjusted to (a) $11.75; (b) $2.75, $5.50 and $8.25 respectively, and (c) $20.00.

Section 3

Effective June 1, 1984, the daily allowances specified in Section 1 will be further adjusted to (a) $12.75, (b) $3.00, $6.00 and $9.00 respectively, and (c) $21.75.
ARTICLE — PROCEDURES FOR HANDLING NOTICES OR PROPOSALS NOT BARRED BY
THIS AGREEMENT OR LOCAL AGREEMENTS.

Notices or proposals not barred by this Agreement, or by local agreements, served pursuant to the Railway Labor Act by or on individual carriers which are pending on the effective date of this Agreement and any such new notices or proposals served by or on individual carriers subsequent to the effective date of this Agreement shall be handled in accordance with the terms of the Railway Labor Act, as amended, subject to the procedures outlined below:

(i) Such notices, except those previously progressed to mediation, will not be progressed to mediation for a minimum of 90 calendar days following the date of initial conference on the notices(s) or the date of this Agreement whichever is later, so as to afford the parties an opportunity to reach an agreement in direct negotiations.

(ii) With respect to notices progressed to mediation, except those on which mediation has terminated as of November 10, 1981, the parties will urge the National Mediation Board to conduct mediation for a minimum of 90 calendar days from the date the notice was docketed by the National Mediation Board or the date of this Agreement, whichever is later. Notices subject to paragraphs (i) or (ii) as well as notices on which mediation has terminated prior to or as of November 10, 1981 will be subject to all of the procedures of paragraphs (iii), (iv) and (v) hereafter.

(iii) At any time after the National Mediation Board has advised the parties that it is considering a proffer of arbitration the notices involved in that dispute may be submitted at the request of either party to an Advisory Fact-Finding Panel consisting of six (6) members, two (2) to be selected by the organization, two (2) to be selected by the carrier and
two (2) public members to be selected by mutual agreement of the parties and appointed by the National Mediation Board. The appointment of the public members shall be made within ten (10) calendar days of the date of request. If the parties cannot agree upon the selection of the two (2) public members, the Mediation Board shall make such selection. The Advisory Fact-Finding Panel shall investigate promptly the facts as to the dispute and make a written report to the parties, setting forth advisory recommendations for resolution of the dispute. Such report shall be issued within sixty (60) calendar days from the date of the appointment of the two (2) public members. The time limit for issuing the report may be extended by agreement between the organization and carrier members of the Panel.

However, in the event the carrier and organization members are unable to agree on an extension of time, the public members may extend the time limit on their own motion for one (1) additional thirty (30) calendar day period. The procedures and manner of investigation of the Fact-Finding Panel shall be established by the Panel.

(iv) Following the issuance of the report of the Advisory Fact-Finding Panel, negotiations and/or mediation will resume for a period of not less than 60 calendar days from the date the report was issued.

(v) If the dispute is not resolved as set forth above and has not been submitted to arbitration, then any time following 60 calendar days from issuance of the Advisory report set forth in (iv) above or after the Mediation Board has terminated its services, whichever is later, either party to the dispute may serve a 30-day written notice to the other that peaceful efforts have failed to resolve the dispute. Thereafter the dispute may be progressed to a conclusion under the Railway Labor Act.
ARTICLE - GENERAL PROVISIONS

Section 1 - Court Approval

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

Section 2 - Effect of this Agreement

(a) The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the notices served upon the carriers listed in Exhibit A by the organization signatory hereto dated on or about January 26, 1981 (wages and rules) and February 17, 1981 (health and welfare and dental), and proposals served on or about January 26, 1981 by the carriers for concurrent handling therewith. This Agreement shall be construed as a separate agreement by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect through June 30, 1984 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) No party to this Agreement shall serve, prior to April 1, 1984 (not to become effective before July 1, 1984), any notice or proposal for the purpose of changing the subject matter of the provisions of this Agreement or which proposes matters covered by the proposals of the parties cited in paragraph (a) of this Article, and any proposals in pending notices relating to such subject matters are hereby withdrawn.
(c) Any pending proposals relating to inequity wage adjustments are hereby withdrawn and no such proposals will be served prior to March 1, 1984 (not to become effective before July 1, 1984), with the exception that if a carrier party hereto proposes a merger or coordination or a major technological change, the organization may in relation thereto, serve and progress proposals for changes in rates of pay on an individual position basis based upon increased duties and/or responsibilities by reason of such contemplated merger, coordination or major technological change.

Note: For purposes of this Agreement a "major technological change" is one involving 25 or more employees subject to the pay provisions of the collective bargaining agreement between an individual railroad and the organization party to this Agreement.

(d) This Article will not debar transactions under Article III of the Agreement of October 7, 1959, Mediation Case No. A-5987, covering employees represented by the Brotherhood of Maintenance of Way Employees.

(e) This Article will not bar management and committees on individual railroads from agreeing upon any subject of mutual interest.
Dear [Name],

The following examples are intended to demonstrate the intention of the parties concerning application of the qualifying requirements set forth in Article ___ - Personal Leave of the [Organization], 1981 National Agreement:

**Example No. 1**

Employee "A" was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in the years 1976 through 1981, but not during the year 1975.

This employee would not be entitled to one day of personal leave in the year 1982 because of not having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

**Example No. 2**

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

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

**Example No. 3**

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

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

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

I concur:
November 9, 1981

Mr. O. M. Berge
President
Brotherhood of Maintenance of Way Employees
12050 Woodward Avenue
Detroit, Michigan 48203

Dear Mr. Berge:

During negotiations leading to the ____________ of the 198_________ National Agreement, you expressed a concern with respect to a situation where a railroad inadvertently fails to adjust an employee's rate of pay when the entry rate period expires and the omission is not discovered until substantially later.

I assured you that in such cases if brought to my attention I would urge the railroads involved to correctly apply the terms of the Agreement and not rely on the timeliness of claims as a defense for not doing so.

Very truly yours,
Dear __________:

This will confirm our understanding concerning the granting of an additional holiday, the day after Thanksgiving Day, (Article IV of the ______________ National Agreement) that an employee who performs service on the day after Thanksgiving Day on a monthly rated position, the rate of which is predicated on an all-service performed basis, shall receive eight hours' pay at the equivalent straight time rate, or payment as required by any local rule for holiday work, whichever is greater. Any local rules or practices governing availability on the assigned rest day of such employee will also apply to the day after Thanksgiving Day.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

I concur:
November, 1981

Mr. O. M. Berge  
President  
Brotherhood of Maintenance  
of Way Employees  
12050 Woodward Avenue  
Detroit, Michigan 48203

Dear Mr. Berge:

This confirms our discussion concerning the amendments to the January 9, 1980 Supplemental Sickness Benefits Agreement provided for in the Memorandum of Understanding initialed on ______, 1981.

At the present time, the National Carriers' Conference Committee does not currently have authorization from the railroad parties signatory to the January 9, 1980 Supplemental Sickness Agreement. Therefore, the changes in supplemental sickness benefits provided for in the Memorandum of Understanding shall not be implemented until representation has been obtained.

We will advise you immediately upon completion of this process.
Dear [Name]:

This has reference to Article ___ - Entry Rates - of the Agreement dated ___________ and, in particular, the provisions of Section 1(e) thereof.

This will confirm our understanding that in specifying the classifications in Section 1(e) the parties have agreed that the following positions are not subject to entry rates:

- Apprentices
- B&B skilled tradesmen
- Assistant foremen
- Foremen
- Roadway equipment and machine operators who have established seniority as such (but not helpers and firemen)
- Camp car cooks (but not helpers)
- Pumicing equipment operators (but not helpers)
- Bridge operators (but not helpers)
- Welders (but not helpers)
- Maintenance of Way and Scale Inspectors
- Water service mechanics
- Roadway equipment mechanics

If any question arises as to classifications not covered by Section 1(e), or this letter, the matter will be discussed by the National Carriers' Conference Committee and the Brotherhood of Maintenance of Way Employees Negotiating Committee for determination as to whether or not entry rates are applicable.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

I concur:
Dear __________:

This refers to Section 1(e) of Article ___ - Entry Rates and the application of same to roadway equipment and machine operators.

It is understood that even though an employee has established seniority as a roadway equipment or machine operator, when working as a trackman and used under composite service rules to operate equipment or machines for which he is compensated under such rules, entry rates will apply unless such employee is filling a bonafide vacancy as a roadway equipment or machine operator.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

I concur:

_________________________
Dear [Name]:

This confirms our understanding that the provisions of Article VIII - Entry Rates of the October 30, 1978 National Agreement or local rules or practices pertaining to this subject shall continue to apply to employees covered by such rules hired before January 1, 1982.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

I concur:
Dear __________:

This confirms our understanding reached in current negotiations with respect to the provisions of Article __ — Expenses Away From Home.

There was discussion of individual railroad situations where existing rules provide certain allowances in accordance with Arbitration Board Award No. 298 and other allowances(s) different from those provided for in the Award. For example, a railroad pays the allowances provided for in Article I, Sections B(1) and B(2) but, where neither a cook nor cooking facilities is furnished, actual expenses are allowed. The provisions of Article ___ of this Agreement provide for increases in those allowances under the Award of Board 298 that are applicable on a railroad but do not disturb those arrangements which have become effective under a local agreement, so that in this particular example the Article I B(1) and B(2) allowances would be increased under the National Agreement but the provision for actual expenses would continue in effect.

We also discussed situations where agreements have been reached, prior to this agreement, on individual railroads to increase the allowances under Article I, Section A(3), B(1), B(2) and B(3) and Article II, Section B, of the Award of Arbitration Board No. 298 and in such situations the employee representatives are to be afforded an option, to be exercised within fifteen days after the date of this agreement, to retain all allowances specified in such agreements or to accept all allowances specified in this agreement in lieu thereof.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

I concur:

________________________
Dear ________:

This confirms our understanding reached in current negotiations that, notwithstanding the provisions of Article ___ - General Provisions of the Agreement dated ____________, where rules and agreements are in effect on individual railroads providing for allowances for employees, in lieu of those provided by Arbitration Award No. 298, notices may be served to revise such rules and agreements and may be progressed within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended. A railroad on which such a notice is served may serve counterproposals dealing with working conditions of such employees, to be handled concurrently therewith.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

I concur:
Dear [Name]:

This confirms our understanding that the parties agree to refrain from the exercise of their respective self-help rights with respect to notices progressed under the procedures of Article [number], except upon thirty days' advance written notice served on or after July 1, 1984.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

I concur:
Mr. O. M. Berge  
President  
Brotherhood of Maintenance  
of Way Employees  
12050 Woodward Avenue  
Detroit, Michigan 48203  

Dear Mr. Berge:

During negotiations leading to the ____________, 1981 National Agreement, the parties reviewed in detail existing practices with respect to contracting out of work and the prospects for further enhancing the productivity of the carriers' forces.

The carriers expressed the position in these discussions that the existing rule in the May 17, 1968 National Agreement, properly applied, adequately safeguarded work opportunities for their employees while preserving the carriers' right to contract out work in situations where warranted. The organization, however, believed it necessary to restrict such carriers' rights because of its concerns that work within the scope of the applicable schedule agreement is contracted out unnecessarily.

Conversely, during our discussions of the carriers' proposals, you indicated a willingness to continue to explore ways and means of achieving a more efficient and economical utilization of the work force.
The parties believe that there are opportunities available to reduce the problems now arising over contracting of work. As a first step, it is agreed that a Labor-Management Committee will be established. The Committee shall consist of six members to be appointed within thirty days of the date of the _________ __, 1981 National Agreement. Three members shall be appointed by the Brotherhood of Maintenance of Way Employees and three members by the National Carriers' Conference Committee. The members of the Committee will be permitted to call upon other parties to participate in meetings or otherwise assist at any time.

The initial meeting of the Committee shall occur within sixty days of the date of the _________ __, 1981 National Agreement. At that meeting, the parties will establish a regular meeting schedule so as to ensure that meetings will be held on a periodic basis.

The Committee shall retain authority to continue discussions on these subjects for the purpose of developing mutually acceptable recommendations that would permit greater work opportunities for maintenance of way employees as well as improve the carriers' productivity by providing more flexibility in the utilization of such employees.
The carriers assure you that they will assert good-faith efforts to reduce the incidence of subcontracting and increase the use of their maintenance of way forces to the extent practicable, including the procurement of rental equipment and operation thereof by carrier employees.

The parties jointly reaffirm the intent of Article IV of the May 17, 1968 Agreement that advance notice requirements be strictly adhered to and encourage the parties locally to take advantage of the good faith discussions provided for to reconcile any differences. In the interests of improving communications between the parties on subcontracting, the advance notices shall identify the work to be contracted and the reasons therefor.

Notwithstanding any other provision of the _______ 1981 National Agreement, the parties shall be free to serve notices concerning the matters herein at any time after January 1, 1984. However, such notices shall not become effective before July 1, 1984.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

Charles I. Hopkins, Jr.

I concur:
Dear _________:

In accordance with our understanding, this is to confirm that the carriers will make all reasonable efforts to provide that portion of the retroactive wage increases representing the amount due employees for the period commencing April 1, 1981 through the last payroll period ending in September, 1981 by December 23, 1981. The balance of the retroactive wage increases will be paid as soon as is reasonably possible.

It is further understood that such retroactive wage increases are due only to employees who (a) have performed service during the period covered by the retroactive wage increases and (b) have continued their employment relationship up to the date of this Agreement or have in the meantime either retired or died.

Very truly yours,
Dear __________:

A committee shall be established by the Joint Policyholders consisting of an equal number of organization and carrier representatives for the purpose of continuing exploration of ways to contain or decrease the costs of maintaining the National Health and Welfare Plan without decreasing the benefits or services that the plan provides. In pursuing cost containment measures the committee will be authorized to obtain and/or develop whatever information is necessary in order to determine where the Plan is incurring unnecessary or excessive expenses. The committee shall make such recommendations as it deems appropriate for implementing any of its findings.

The committee is also authorized to investigate and recommend the implementation of new experimental programs on a community or other basis for the purpose of determining whether existing benefits can be provided in ways which may reduce costs to the Plan while at the same time preserving the services currently provided.

In addition, the committee may consider alternatives to the current Joint Policyholder arrangement, and consider submitting the Plan to competitive bidding; and in this process identify insurers that are fit and able to provide the services necessary in connection with the Plan, the selection criteria and the bid specifications.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

I concur:
CARRIER STATUS INFORMATION

NOVEMBER 8, 1981 TENTATIVE

MEDIATION AGREEMENT
RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION
WITH NOTICES, DATED ON OR ABOUT JANUARY 26, 1981, OF DESIRE TO REVISE AND SUPPLEMENT
ALL EXISTING AGREEMENTS IN ACCORDANCE WITH PROPOSALS SET FORTH IN ATTACHMENT "A"
APPENDED THERETO (WAGES AND RULES), AND NOTICES, DATED ON OR ABOUT FEBRUARY 17, 1981,
OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS IN ACCORDANCE WITH PROPOSALS
SET FORTH IN ATTACHMENT "A" THERETO (HEALTH AND WELFARE), SERVED ON RAILROADS
GENERALLY BY THE GENERAL CHAIRMAN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES, AND PROPOSALS SERVED BY THE CARRIERS FOR
CONCURRENT HANDLING THEREWITH.

Subject to indicated footnotes, this authorization is co-extensive with
notices filed and with provisions of current schedule agreements
applicable to employees represented by the Brotherhood of Maintenance
of Way Employees.

NOTE: - This authorization is subject to the stipulation contained

Akron & Barberton Belt Railroad Company
Akron, Canton & Youngstown Railroad Company
Alton & Southern Railway Company
#-Ann Arbor Railroad System
Atchison, Topeka and Santa Fe Railway Company
#-Atlanta and Saint Andrews Bay Railway Company
Belt Railway Company of Chicago
Bessemer and Lake Erie Railroad Company
*-Boston and Maine Corporation
Burlington Northern Railroad Company
Walla Walla Valley Railway Company
Butte, Anaconda & Pacific Railway Company
Camas Prairie Railroad Company
Canadian National Railways -
    Great Lakes Region, Lines in the United States
    St. Lawrence Region, Lines in the United States
#-Canadian Pacific Limited
Central of Georgia Railroad Company
THE CHESSIE SYSTEM:
    Baltimore and Ohio Railroad Company
    Baltimore and Ohio Chicago Terminal Railroad Company
    Chesapeake and Ohio Railway Company
    Chicago South Shore and South Bend Railroad
    Staten Island Railroad Corporation
    Western Maryland Railway Company
    Chicago & Illinois Midland Railway Company
    Chicago and North Western Transportation Company
    Chicago Western Indiana Railroad Company
*-Chicago, Milwaukee, St. Paul and Pacific Railroad Company
    Chicago Union Station Company
    Chicago, West Pullman & Southern Railroad Company
Colorado and Southern Railway Company
Colorado & Wyoming Railway Company
Davenport, Rock Island and North Western Railway Company
Denver and Rio Grande Western Railroad Company
Denver Union Terminal Railway Company
Des Moines Union Railway Company
Detroit & Mackinac Railway Company
Detroit & Toledo Shore Line Railroad Company
Detroit, Toledo and Ironton Railroad Company
Duluth, Missabe and Iron Range Railway Company
Duluth, Winnipeg & Pacific Railway
Elgin, Joliet and Eastern Railway Company

THE FAMILY LINES:
  Seaboard Coast Line Railroad Company
  Louisville and Nashville Railroad Company
  Clinchfield Railroad Company
  Georgia Railroad
  Atlanta Joint Terminals
  Atlanta and West Point Railroad Company
  The Western Railway of Alabama
  Fort Worth and Denver Railway Company
  Galveston, Houston and Henderson Railroad Company
  Grand Trunk Western Railroad Company
  Houston Belt & Terminal Railway Company
  Illinois Central Gulf Railroad Company
  Illinois Terminal Railroad Company
  Joint Texas Division of the CRI&P-FW&D Railway Company
  Kansas City Southern Railway Company
    Louisville & Arkansas Railway Company
    Milwaukee-Kansas City Southern Joint Agency
  Kansas City Terminal Railway Company
  Kentucky & Indiana Terminal Railroad Company
  Lake Erie, Franklin & Clarion Railroad Company
  Lake Superior & Ishpeming Railroad Company
  Longview, Portland & Northern Railway Company
  Los Angeles Junction Railway Company
  Maine Central Railroad Company
    Portland Terminal Company
  Meridian & Bigbee Railroad Company
  Minneapolis, Northfield and Southern Railway, Inc.
  Minnesota & Manitoba Railway Company
  Minnesota Transfer Railway Company
  Mississippi Export Railroad Company
  Missouri-Kansas-Texas Railroad Company
    Oklahoma, Kansas and Texas Railroad Company
  Missouri Pacific Railroad Company
    Weatherford, Mineral Wells and Northwestern Railway Company
  Monongahela Railway Company
  Montour Railroad Company
  New Orleans Public Belt Railroad
Norfolk and Portsmouth Belt Line Railroad Company
Norfolk and Western Railway Company
Northwestern Pacific Railroad Company
Peoria and Pekin Union Railway Company
Pittsburgh & Shawmut Railroad Company
Pittsburgh & Lake Erie Railroad Company
Pittsburgh, Chartiers & Youghioheny Railway Company
Portland Terminal Railroad Company
Port Terminal Railroad Association
Richmond, Fredericksburg and Potomac Railroad Company
St. Joseph Terminal Railroad Company
St. Louis Southwestern Railway Company
Soo Line Railroad
Southern Pacific Transportation Company
(Western Lines and Eastern Lines)
Southern Railway Company
Alabama Great Southern Railroad Company
Cincinnati, New Orleans and Texas Pacific Railway Company
Georgia Southern and Florida Railway Company
New Orleans Terminal Company
Atlantic and East Carolina Railway Company
Georgian Northern Railway Company
Interstate Railroad Company
Live Oak, Perry and South Georgia Railroad Company
Louisiana Southern Railway Company
Norfolk Southern Railway Company
Tennessee, Alabama and Georgia Railway Company
Spokane International Railroad Company
Terminal Railroad Association of St. Louis
Texas Mexican Railway Company
Toledo, Peoria and Western Railroad Company
Toledo Terminal Railroad Company
Union Pacific Railroad Company
Western Pacific Railroad Company
Wichita Terminal Association
Yakima Valley Transportation Company

NOTES:

* - Subject to the approval of the Courts.

@ - Authorization excludes negotiation of the organization's notice dated January 26, 1981, and such proposals as were served by the carrier for concurrent handling therewith.

# - Authorization excludes negotiation of the organization's notice dated February 17, 1981, and such proposals as were served by the carrier for concurrent handling therewith.
NOTES: (continued)


FOR THE CARRIERS:

FOR THE
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES:

Washington, D.C.
October 13, 1981
STANDBY

ATLANTIC COAST LINE FEDERATION
Winston-Salem Southbound Ry. Co.

BALTIMORE & OHIO SYSTEM FEDERATION
Consolidated Rail Corporation

BURLINGTON NORTHERN SYSTEM FEDERATION
The Lake Superior Terminal & Transfer Ry. Co.
St. Paul Union Depot (W&R-Not advised; H&W-Standby)

CANADIAN PACIFIC SYSTEM FEDERATION
Canadian Pacific Lines in Maine and Vermont
(W&R-Standby, H&W-Not advised)

CHESAPEAKE & OHIO SYSTEM FEDERATION
Union Belt Of Detroit (W&R-Recessed, H&W-Standby)

CONSOLIDATED RAIL SYSTEM FEDERATION
Consolidated Rail Corporation

ILLINOIS CENTRAL GULF FEDERATION
Meridian & Bigbee Railroad Co. (W&R-Recessed, H&W-Standby)
Terminal Railway Alabama State Docks

MISSOURI PACIFIC SYSTEM FEDERATION
Ashley, Drew & Northern Ry. Co.

MOUNTAIN & PLAINS FEDERATION
Pueblo Union Depot & Railroad Co.
Utah Railway Co. (W&R-Standby, H&W-Recessed)

NORTHEASTERN SYSTEM FEDERATION
Consolidated Rail Corporation

PACIFIC FEDERATION
Central California Traction Co. (W&R-Standby, H&W-Natl.)

PENNSYLVANIA FEDERATION
Consolidated Rail Corporation

SOUTHERN SYSTEM DIVISION
High Point-Thomasville & Denton R.R. Co. (W&R-Standby, H&W-Recessed)

SOUTHWESTERN FEDERATION
Galveston Wharves
Texas City Terminal Ry. Co. (W&R-Standby, H&W-Natl.)

UNION PACIFIC SYSTEM DIVISION
Mount Hood Railway Co.

NOTE: Not part of Agreement
RECESSD

CANADIAN PACIFIC SYSTEM FEDERATION
   Aroostook Valley R.R. Co. (W&R-Agr; H&W-Recessed)

CHESAPEAKE & OHIO SYSTEM FEDERATION
   Union Belt of Detroit (W&R-Recessed; H&W-Standby)

CHICAGO, ROCK ISLAND & PACIFIC SYSTEM FEDERATION
   El Dorado and Wesson Railway

CONSOLIDATED RAIL SYSTEM FEDERATION
   Amtrak

DIXIE FEDERATION
   Atlanta & St. Andrews Bay Railway Company
      (W&R-Recessed; H&W-National)

FRISCO SYSTEM FEDERATION
   Sand Springs Railway Company
      (W&R-Not advised; H&W-Recessed)

ILLINOIS CENTRAL GULF FEDERATION
   Amtrak
      Meridian & Bigbee R.R. Co. (W&R-Recessed; H&W-Standby)
      Mississippi Export R.R. Co. (W&R-Recessed; H&W-National)

MISSOURI PACIFIC SYSTEM FEDERATION
   Arkansas & Louisiana Missouri Railway Co.
      The Boscoe, Snyder & Pacific Railway Company
      (W&R-Recessed; H&W-National)

MOUNTAIN & PLAINS FEDERATION
   Utah Railway Company (W&R-Standby; H&W-Recessed)

NORTHEASTERN SYSTEM FEDERATION
   Amtrak
      Bangor and Aroostook Railroad Company

PACIFIC FEDERATION
   Amtrak
      San Diego & Arizona Eastern Transportation Company
      (W&R-Recessed; H&W-Not advised)
      Sierra Railroad Company
      (W&R-Recessed; H&W-Other hosp. plan in effect)

PENNSYLVANIA FEDERATION
   Amtrak
      The Washington Terminal Company

ST. LOUIS & ILLINOIS TERMINAL SYSTEM FEDERATION
   R&R Leasing (W&R-Recessed; H&W-Not advised)
SOO LINE SYSTEM DIVISION
   Green Bay & Western Railroad Co.

SOUTHERN PACIFIC ATLANTIC FEDERATION
   North Louisiana & Gulf Railroad Co.
   The Louisiana & North West Railroad Company
   (W&R-Recessed; H&W-Not advised)

SOUTHERN SYSTEM DIVISION
   Norfolk, Franklin & Danville Railway Company
   High Point-Thomasville & Denton Railroad Co.
   (W&R-Standby; H&W-Recessed)
   Tennessee Railway Company
   Valdosta Southern Railroad Company

WABASH FEDERATION
   New Jersey, Indiana & Illinois Railroad Company
   (W&R-Not advised; H&W-Recessed)
## MIXED LODGES

### BURLINGTON NORTHERN SYSTEM FEDERATION

<table>
<thead>
<tr>
<th>LODGE</th>
<th>Recessed/Local Handling</th>
<th>NRLC/STANDBY</th>
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<tbody>
<tr>
<td>236</td>
<td>Oregon, California &amp; Eastern Railway Co. (Not Advised)</td>
<td>Burlington Northern (NRLC)</td>
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<tr>
<td>1763</td>
<td>City of Prineville Railway Co. (Local Handling)</td>
<td>Burlington Northern (NRLC)</td>
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<tr>
<td></td>
<td>The Willamina &amp; Grand Ronde Railroad (Not Advised)</td>
<td>The Longview, Portland &amp; Northern Ry. Company (NRLC)</td>
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### CANADIAN NATIONAL SYSTEM FEDERATION (WESTERN LINES)

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<tr>
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<td>Duluth, Winnipeg &amp; Pacific Railway (NRLC)</td>
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### CHICAGO & NORTH WESTERN SYSTEM FEDERATION

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<tr>
<td>721</td>
<td>Escanaba &amp; Lake Superior Railroad Company (NMB)</td>
<td>Chicago &amp; North Western Transportation Co. (NRLC)</td>
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### CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC SYSTEM FEDERATION

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<tr>
<td>2643</td>
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<td>Chicago, Milwaukee, St. Paul Railroad Co. (NRLC)</td>
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<tr>
<td>1037</td>
<td>The Lakefront Dock &amp; Railroad Terminal Company (Not Advised)</td>
<td>Consolidated Rail Corporation (Standby)</td>
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<tr>
<td>1657</td>
<td>Cleveland Union Terminal (Not Advised)</td>
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<td>Chicago, West Pullman &amp; Southern Railroad Co. (NRLC)</td>
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<td></td>
<td>Arcade &amp; Attica Railroad Corporation (Not Advised)</td>
<td>Consolidated Rail Corporation (Standby)</td>
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<tr>
<td></td>
<td>Chicago, Short Line Railway Co. (Not Advised)</td>
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<td></td>
<td>Canadian Railway (Not advised)</td>
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<td>Upper Merion &amp; Plymouth Railroad Co. (Not advised)</td>
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<td>2693</td>
<td>Morristown &amp; Erie Railroad Co. (Not advised)</td>
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<td>Pittsburgh, Allegheny &amp; McKees Rocks Railroad Co. (Not advised)</td>
<td>Pittsburgh, Chartiers &amp; Youghiogheny Railway Co. (NRLC)</td>
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<td>Consolidated Rail Corporation (Standby)</td>
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<tr>
<td>1251</td>
<td>Sand Springs Railway Co. (Not Advised)</td>
<td>Burlington Northern (NLRC) Quanah, Acme &amp; Pacific Railway Co. (NLRC)</td>
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<td>1547</td>
<td>Graysonia, Nashville &amp; Ashdown Railroad Co. (Not Advised)</td>
<td>Burlington Northern (NLRC)</td>
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<td>NLRC/Standby</td>
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<tr>
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<td>Illinois Central Gulf Railroad Company (NLRC)</td>
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### Northeastern System Federation

<table>
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<tr>
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<td>142</td>
<td>Amtrak (Recessed)</td>
<td>Consolidated Rail Corporation (Standby)</td>
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<td>New York Connecting Railroad Co. (Not Advised)</td>
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<td>1718</td>
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### St. Louis & Illinois Terminal System Federation

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<td>1700</td>
<td>Evans/R&amp;R Leasing Co. (W&amp;R-Recessed/H&amp;W-Not Advised) Manufacturers Railway Company (Local Handling)</td>
<td>Terminal Railroad Association of St. Louis (NRLC)</td>
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### SOUTHERN SYSTEM DIVISION

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<td>619</td>
<td>Valdosta Southern Railroad Co. (Recessed)</td>
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### SOUTHERN PACIFIC ATLANTIC FEDERATION

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<td>The Louisiana &amp; North West Railroad Company (Recessed)</td>
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### NRLC/STANDBY

Atlantic & East Carolina Ry. Co. (NRLC)
Norfolk Southern Railway Co. (NRLC)
Southern Railway Co. (NRLC)

Georgia Southern & Florida Railway Co. (NRLC)
Live Oak, Perry & South Georgia Railway Co. (NRLC)
Southern Railway Co. (NRLC)

### NRLC/STANDBY

St. Louis Southwestern Railway Co. (NRLC)
### SUMMARY OF TENTATIVE WAGE AND RULES, HEALTH AND WELFARE AND SUPPLEMENTAL SICKNESS AGREEMENT

#### General Wage Increases

<table>
<thead>
<tr>
<th>Date</th>
<th>Increase</th>
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<tbody>
<tr>
<td>April 1, 1981</td>
<td>- 2%</td>
</tr>
<tr>
<td>October 1, 1981</td>
<td>- 3%</td>
</tr>
<tr>
<td>July 1, 1982</td>
<td>- 3%</td>
</tr>
<tr>
<td>July 1, 1983</td>
<td>- 3%</td>
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#### Cost-of-Living Adjustments

<table>
<thead>
<tr>
<th>Date</th>
<th>Adjustment</th>
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<tbody>
<tr>
<td>July 1, 1981</td>
<td>- 32¢</td>
</tr>
<tr>
<td>January 1, 1982</td>
<td>- 35¢</td>
</tr>
<tr>
<td>July 1, 1982</td>
<td>- 35¢ *</td>
</tr>
<tr>
<td>January 1, 1983</td>
<td>- 39¢ *</td>
</tr>
<tr>
<td>July 1, 1983</td>
<td>- 40¢ *</td>
</tr>
<tr>
<td>January 1, 1984</td>
<td>- 42¢ *</td>
</tr>
</tbody>
</table>

#### Duration of Agreement


#### Holidays

Effective in 1983, add the Day after Thanksgiving.

Effective in 1983, substitute New Year's Eve (the day before New Year's Day is observed) for Veteran's Day.

#### Vacation

Revise National Vacation Agreement to provide for:

- Three weeks of vacation after eight qualifying years of service.
- Four weeks of vacation after seventeen qualifying years of service.

#### Personal Days

Employees who have met qualifying vacation requirements during eight calendar years will be entitled to one personal day in subsequent years.

Employees who have met qualifying vacation requirements during seventeen calendar years will be entitled to two personal days in subsequent years.

#### Away-From-Home Expenses

Increase allowances specified in Award of Arbitration Board No. 298 on applicable dates as follows:

* Assumes maximum increase in Consumer Price Index during life of agreement.
<table>
<thead>
<tr>
<th></th>
<th>January 1, 1982</th>
<th>April 1, 1983</th>
<th>June 1, 1984</th>
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<tr>
<td>Lodging</td>
<td>$10.75</td>
<td>$11.75</td>
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<td>Meal Allowances</td>
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<tr>
<td></td>
<td>7.50</td>
<td>8.25</td>
<td>9.00</td>
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<tr>
<td>Meals and Lodging</td>
<td>18.25</td>
<td>20.00</td>
<td>21.75</td>
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National Health and Welfare Plan

Effective January 1, 1982, revise benefits as follows:

Increase life insurance to $10,000.00 from $6,000.00.

Increase maximum accidental death, dismemberment and loss of sight to $8,000.00 from $4,000.00 and other benefits proportionately.

Increase miscellaneous hospital expense benefit to $2,500.00 plus 80% of excess over $2,500.00 from $2,000.00.

Increase maximum surgical benefit to $1,500.00 from $1,000.00.

Broaden radiation expense benefit to include chemotherapy treatments and increase maximum combined benefit to $600.00 from $400.00.

Increase maximum medical expense benefit for x-ray and laboratory examinations to $250.00 from $150.00.

Increase maximum medical expense benefit for physician's home and office visits to $15.00 and $12.00 respectively from $12.00 and $10.00.

Provide continued coverage for health benefits for employee's dependents to the end of the fourth month following the month in which employee died.

Increase lifetime major medical maximum to $500,000.00 from $250,000.00.

Provide retroactive coverage for employees who are dismissed or suspended and subsequently reinstated with full back pay.

Provide coverage for hospital emergency room expenses not now covered as a scheduled benefit to the extent they exceed $50.00, the first $50.00 of expenses to be applied toward the $100.00 deductible for major medical benefits.

Required second opinion in connection with certain non-emergency surgical procedures to be covered.

Vacation pay received by a furloughed employee will not qualify employee for any medical expense benefits coverage.
Eligibility provisions will be modified to provide major medical expense benefits for new employees on first day of month following month in which they first perform compensated service, with employees to be eligible for remaining benefits twelve months following the month in which they first perform compensated service.

Dental Insurance

Revise dental insurance benefits as follows:

Increase maximum calendar year benefit to $1,000.00 from $750.00.

Increase maximum lifetime benefit for orthodontic treatment to $750.00 from $500.00.

Increase benefits for certain Type A Dental Expenses to 100% of such expenses in excess of deductible amount from present 75%.

Early Retiree Major Medical Coverage

Effective January 1, 1982, maximum amount payable to any person covered will be increased to $75,000.00 from $50,000.00.

Entry Rates

Employees entering service on and after January 1, 1982, will be subject to revised entry rates as follows:

During the first 12 months employment relationship - 85%.

During the second 12 months employment relationship - 92%.

Contracting

Carriers have agreed to assert every effort to reduce contracting and increase the use of Maintenance of Way forces, including the use of rental equipment operated by Carrier employees.

Provides for the establishment of a six-member Brotherhood/Carrier Committee to continue discussions and attempt resolution of contracting problems.

Supplemental Sickness Benefits

Revise the benefit schedule effective January 1, 1982, to provide benefits based on rates-of-pay as of January 1, 1982:

<table>
<thead>
<tr>
<th>Class</th>
<th>Employees Earning</th>
<th>Per Hour</th>
<th>Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class I</td>
<td>Employees Earning</td>
<td>$11.14 or more</td>
<td>$1,938.00</td>
</tr>
<tr>
<td>Class II</td>
<td>Employees Earning</td>
<td>10.16 or more but less than $11.14</td>
<td>1,768.00</td>
</tr>
<tr>
<td>Class III</td>
<td>Employees Earning</td>
<td>less than $10.16</td>
<td>1,768.00</td>
</tr>
</tbody>
</table>
### Basic and Maximum Benefit Amount Per Month

<table>
<thead>
<tr>
<th>Class</th>
<th>Basic</th>
<th>RUJA</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class I</td>
<td>$763.00</td>
<td>$544.00</td>
<td>$1,307.00</td>
</tr>
<tr>
<td>Class II</td>
<td>729.00</td>
<td>544.00</td>
<td>1,273.00</td>
</tr>
<tr>
<td>Class III</td>
<td>651.00</td>
<td>544.00</td>
<td>1,195.00</td>
</tr>
</tbody>
</table>

**Moratorium**

Establishes a procedure whereby supplemental Section 6 Notices may be served and processed under the Railway Labor Act to an Advisory Fact-Finding Panel, after which the Brotherhood is permitted to utilize self help procedures upon thirty days written notice to the Carrier, which cannot be given prior to July 1, 1984.

Notices to revise provisions of the National Agreement cannot be served prior to April 1, 1984, to be effective no earlier than July 1, 1984. However, notices pertaining to contracting may be served after January 1, 1984, not to be effective prior to July 1, 1984.

**CONCLUSION**

In summary, the Tentative Wage and Rules, Health and Welfare and Supplemental Sickness Agreement would produce an average hourly rate-of-pay for Maintenance of Way Employes of $12.76 an hour, or an increase of $3.25 over the present average hourly rate of $9.51 at the end of the Agreement. The Tentative Agreement also provides for retroactive payments from April 1, 1981. The overall Agreement reflects wage increases of 34.2%, improvements in fringe benefits amounting to 1.16% and Health and Welfare benefit increases of 7.12%, resulting in an overall increase of 42.48% over 39 months.

**RECOMMENDATION**

As you can readily see, the Tentative Agreement provides substantial improvements in our present benefit levels. I strongly recommend that you participate in the ratification process and that you cast your ballot in favor of ratifying the Tentative November 9, 1981 Wage and Rules, Health and Welfare and Supplemental Sickness Agreement that I have initialed on the Brotherhood's behalf with the National Carriers' Conference Committee.
January 26, 1981

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr.  
(Carrier Officer & Title)

(Carrier)

(Address)

(City & State)

Dear Sir:

Please consider this letter as the usual and customary thirty-day notice under the Railway Labor Act, as amended, of our desire to revise and supplement all existing agreements in accordance with the proposals set forth in Attachment "A" appended hereto and made a part hereof, such provisions to be effective April 1, 1981, except as otherwise shown therein.

It is our desire that conferences on this notice be held at the earliest practicable date and in any event on or before February 25, 1981, and that you, within ten (10) days after receipt of this notice, suggest a date, time and place for such a conference. In the event that we are unable to reach agreement upon the foregoing request at such separate system conferences, we further propose that the matter be handled on a national basis.

A similar notice is being served on all carriers holding contracts with our Organization. On the assumption that an agreement may not be reached in separate system conferences, our Organization has established a National Negotiating Committee to process the notices served on you and other carrier managements to a final and binding conclusion.
We respectfully request that the initial conference be waived and that you, together with other Carriers receiving a like notice, join in authorizing your National Conference Committee to handle the matter to a conclusion on a joint national basis with our National Negotiating Committee.

If you are not agreeable to waiving the initial conference as requested hereinabove, it is requested that you select a conference date within the next thirty (30) days. In the event you have not authorized further handling by your designated national representative, this matter should also be listed as a subject of discussion at the conference.

As a matter of information, I should like to advise that President O. M. Berge is sending copies of this notice direct to the Chairman of the National Railway Labor Conference.

This request is in addition to any other requests we have submitted to you and which are now pending.

Very truly yours,

General Chairman

cc: Mr. O. M. Berge
(Appropriate Vice President)
SECTION 1 - ADJUSTMENT OF STRAIGHT-TIME WAGE RATES

First Year Wage Increase
Increase all straight-time rates-of-pay in effect on March 31, 1981, by an amount equal to twenty percent (20%) effective April 1, 1981, applied so as to give effect to this increase in pay irrespective of the method of payment.

Second Year Wage Increase
Increase all straight-time rates of pay in effect on December 31, 1981, by an amount equal to twenty percent (20%) effective January 1, 1982, applied so as to give effect to this increase in pay irrespective of the method of payment.

Third Year Wage Increase
Increase all straight-time rates of pay in effect on December 31, 1982, by an amount equal to twenty percent (20%) effective January 1, 1983, applied so as to give effect to this increase in pay irrespective of the method of payment.

SECTION 2 - COST-OF-LIVING CLAUSE
The basic wage rates within each classification shall continue to be adjusted on the basis of such increases as may occur in the Consumer Price Index for Urban Wage Earners and Clerical Workers, published by the Bureau of Labor Statistics of the United States Department of Labor (1967=100), in accordance with the following formula. The first adjustment shall become payable July 1, 1981, based upon the Consumer Price Index for March 1981 as compared with such index for September 1980. The amount of such adjustment
SECTION 2 (continued)

shall be determined by applying to the basic wage rates one cent (1¢) per hour for each two tenths (.2) of a point increase in the Consumer Price Index between September 1980 and March 1981. All rates shall be adjusted by this amount effective July 1, 1981. Semi-annual adjustments thereafter shall be applied in the same manner to the basic wages then current.

Effective July 1, 1981, all existing cost-of-living allowances will be incorporated into basic rates of pay for all purposes. Thereafter, effective with the completion of each six-month adjustment period, the full amount of the cost-of-living allowance then payable will be incorporated into the basic rates-of-pay for all purposes.

In no event will there be a cap on the amount of any cost-of-living adjustment or will a decline in the C.P.I./W cause a reduction in the basic rates provided by this Agreement. The cost-of-living allowance shall apply to straight-time, overtime, vacations, holidays, special allowances, arbitraries, protective allowances and wage guarantees, in the same manner as basic wage adjustments have been applied in the past.

SECTION 3 - INTEREST ON RETROACTIVE WAGE INCREASES

The first year wage increase provided for in this Notice shall be effective April 1, 1981, and should an agreement not be reached by that date, interest on the retroactive general wage increases and cost-of-living adjustments shall be paid at the then-prevailing prime interest rate per month until actually paid, commencing from April 1, 1981.
SECTION 4 - VACATION

Amend the Vacation Agreement of December 17, 1941, as amended, to provide that effective with the calendar year 1981:

(a) All employees covered by the agreement shall receive one (1) week of vacation after one (1) year of service.

(b) All employees covered by the agreement shall receive two (2) weeks vacation after two (2) years of service.

(c) All employees covered by the agreement shall receive three (3) weeks vacation after five (5) years of service.

(d) All employees covered by the agreement shall receive four (4) weeks vacation after ten (10) years of service.

(e) All employees covered by the agreement shall receive five (5) weeks vacation after fifteen (15) years of service.

(f) All employees covered by the agreement shall receive six (6) weeks vacation after twenty (20) years of service.

(g) All employees covered by the agreement shall receive seven (7) weeks vacation after twenty-five (25) years of service.

(h) All employees covered by the agreement with less than five (5) years of service shall be entitled to the appropriate amount of vacation provided they render compensated service on not less than seventy-five (75) days during the preceding calendar year.

(i) All employees covered by the agreement with five (5) or more years of service shall be entitled to the appropriate amount of vacation regardless of whether they rendered compensated service during the preceding calendar year.
SECTION 4 (continued)

(j) At the election of the employe, vacations may be split into segments of no less than one (1) week.

(k) At the election of the employe, vacation pay will be granted in advance of vacation period(s).

(l) For purposes of entitlement to vacation benefits, employees will be given credit on any single carrier for all service rendered in any craft or class on a cumulative basis.

(m) Effective with the 1982 calendar year, any employe who has completed at least twenty (20) non-consecutive years of service shall become vested at the twentieth (20th) year and at each five (5) year increment in service thereafter for a thirteen-week extended vacation. The thirteen (13) weeks of extended vacation shall be composed of the employe's normal vacation entitlement and the employe shall be paid at the straight-time hourly rate of the last position held for all holidays occurring during the time of the extended vacation.

If the employe has become vested for an extended vacation benefit, but is unable to utilize the benefit, and is terminated or terminates his employment for any reason, the employe shall receive thirteen (13) weeks of pay at the rate he received prior to leaving the service of the carrier on the date of his termination.

SECTION 5 - HOLIDAYS

Effective April 1, 1981, the Agreement of August 21, 1954, as amended shall be revised to provide that Columbus Day, the Friday after Thanksgiving Day, the Friday before Labor Day and New Years Eve Day shall be designated as additional paid holidays for all employes
SECTION 5 (continued)
represented by the Organization.

Effective April 1, 1981, the Agreement of August 21, 1954, as amended shall be revised to provide that an employe shall not be required to have rendered compensated service on the workdays immediately preceding and following a holiday in order to qualify for holiday pay.

SECTION 6 - TRAVEL TIME AND AWAY-FROM-HOME EXPENSES

Effective April 1, 1981, existing rules, agreements, interpretations or practices, however established, shall be amended to provide:

(a) The carrier shall designate a home station for employes who are required to live away from home during their work week, or to fill relief assignments, or to perform extra or temporary or other work away from home. Such station must be a point in the town or city or major railroad facility (freight yard, station, etc.) located on the lines of the railroad nearest to the employe's residence.

(b) Employes shall be paid actual expenses while away from such home station unless meals and suitable lodging accommodations are furnished by the carrier.

(c) (i) Travel and waiting time for employes assigned in the course of employment to live away from home during their work week, such as in camps, camp cars, highway trailers, hotels or motels, shall be computed from the time they report at their home station at the beginning of the week until they arrive at the
away-from-home living quarters and from the time they leave the away-from-home living quarters at the end of the week until they arrive at their home station.

(ii) Travel and waiting time for employes filling relief assignments or performing extra or temporary service requiring them to be away from their home station shall be computed from the time they report at their home station until they reach the point at which the work is to be performed and shall begin again when they leave that point to return to their home station or to go to another point.

(iii) Employes shall be compensated for such travel and waiting time at their regular straight-time rates during regularly-assigned hours and the overtime rate during overtime hours.

(d) Effective April 1, 1981, all mileage rates will be increased to forty-five cents (45c) per mile. Mileage rates in effect higher than forty-five cents (45c) per mile will not be reduced.

SECTION 7 - REVISION OF MEDIATION AGREEMENT OF FEBRUARY 10, 1971

Effective April 1, 1981, revise Article V of the Mediation Agreement of February 10, 1971, to provide as follows:

(a) That the following language be substituted for existing paragraph (a) of Article V:
"This Article is intended to cover any job-related accident, including any accident which occurs while an employee is commuting to and/or from his residence or place of business."

(b) That the monetary amounts referred to in paragraph (b) (1) of Article V be revised to reflect an amount of $400,000.00 where there is presently reference to $150,000.00 and $200,000.00 where there is presently reference to $75,000.00.

(c) That the following language be substituted for existing paragraph (b) (3) of Article V:

"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 100% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of $500.00 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."
SECTION 7 (continued)

(d) That where there is reference to the figure of $1,000,000.00 in paragraph (b) (4) of Article V that said figure be increased to reflect an amount of $4,000,000.00.

(e) Eliminate paragraph (d) (6) of Article V which reads as follows:

"While an employee is commuting to and/or from his residence or place of business."

SECTION 8 - CONTRACTING

Effective April 1, 1981, existing rules, agreements, interpretations or practices, however established, shall be amended to provide as follows:

"No Maintenance of Way work shall be contracted or otherwise transferred to other establishments or employers except by written agreement between the duly-authorized representative of the Brotherhood and the carrier."

SECTION 9 - PERSONAL LEAVE

Effective April 1, 1981, establish a rule to provide that employees will be paid eight (8) hours per day at pro rata rates for one (1) day of personal leave for each year of service up to a maximum of ten (10) days. Employees will be eligible for such benefits upon the completion of one (1) year of service.
SECTION 10 - OVERTIME RATES AND ALLOWANCES

Effective April 1, 1981, existing rules, agreements, interpretations or practices, however established, which require time and one half shall be amended to require such payments at twice the straight-time rate and those that require payment at twice the straight-time rate, shall be amended to require such payments to be made as three times the straight-time rate.

SECTION 11 - REVISION OF FEBRUARY 7, 1965 MEDIATION AGREEMENT

Effective April 1, 1981, the Mediation Agreement of February 7, 1965 shall be amended to provide the following:

(a) Effective April 1, 1981, employes having an employment relationship with a carrier for sixty (60) days or more shall be considered "protected employees".

(b) An employe's "protected rate" under the above provision will be the rate of the position last held prior to becoming eligible for benefits.

SECTION 12 - PROTECTIVE CLOTHING AND EQUIPMENT

Effective April 1, 1981, revise and amend all agreements to require that Carriers shall provide, at no cost to employes, any safety device, wearing apparel and other equipment deemed necessary by the Organization for the protection and safety of employes including, but not limited to, gloves, goggles, face shields, respirators and safety shoes.
SECTION 13 - BEREAVEMENT LEAVE

Effective April 1, 1981, revise Article VII of the October 30, 1978 Mediation Agreement to provide five (5) workdays of bereavement leave for the death of any relative of the employee, including stepbrother, stepsister, stepparents, stepchildren, grandparents, nieces, nephews and in-laws.

SECTION 14 - SHIFT DIFFERENTIALS

In addition to all other wage payments required, effective April 1, 1981 all employees shall be paid shift differentials of five percent (5%) of the current applicable hourly wage rate each hour for all work on any shift beginning after 2 P.M. and before 8 P.M. and ten percent (10%) of the applicable hourly wage rate each hour for all work on any shift beginning after 8 P.M. and before 6 A.M. This proposal contemplates increases in tandem with all subsequent wage adjustments.

SECTION 15 - SAVINGS CLAUSE

The proposals set forth herein are made without prejudice to the right of the Organization to retain on any carrier any rules or applications thereof now in effect which it considers preferable to any rule or rules that may result from the negotiations on these proposals.