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RULE 1 - SCOPE

These rules shall govern the hours of service and working conditions of all employees designated in Rule 3 who are employed in the Maintenance of Way and Structures Department.

The scope of this agreement will also apply to employees used in the operation of power driven machines hereafter introduced in the Maintenance of Way and Structures Department.

The rules of this agreement shall not apply to supervisory officers above the rank of Foreman.

RULE 2-DEFINITION OF WORDS "POSITIONS" AND "WORK"

The expressions "positions" and "work" used in this agreement refer to service, duties or operations necessary to be performed the specified number of days per week, and not to the work week of individual employees.

RULE 3-SENIORITY GROUPS AND CLASSES

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

GROUP I

Class 1:
One Roster to include the following:
Section Foremen, Extra Gang Foremen
Assistant Foremen
Apprentice Foremen

Class 2:
One Roster to include the following:
Section Laborers, Extra Gang Laborers including Lamp Lighters

Class 3:
One Roster to include the following:
Crossing Watchmen

Class 4:
One Roster to include the following:
Bridge Tenders, Main Line Drawbridge, Power Operated

Class 5:
One Roster to include the following:
Bridge Tenders, Drawbridge No. 6 and Transfer Bridge, Manually Operated.

Class 6:
One Roster to include the following:
Welders
Class 7:
One Roster to include the following:
Welder Helpers

Class 8:
One Roster to include the following:
Crane Operator

GROUP II

Class 1:
One Roster to include the following:
Bridge Foremen and Assistant Bridge
Foremen

Class 2:
One Roster to include the following:
Utility Men

RULE 4—SENIORITY—ESTABLISHMENT OF

(a) Persons entering the service will not establish seniority until their applications have been approved; they have passed physical examination, and have otherwise satisfactorily met the Company's requirements for persons entering service. Rejection, if made, will be within sixty (60) calendar days after the person performs first service in the Group and Class employed. When persons entering service have met the Company's entrance requirements or have not been rejected within sixty (60) calendar days, their seniority will be established as of the date pay started in the seniority Group and Class employed.

(b) Employees already in the service going to other positions will only establish seniority in the new seniority Group and Class as of the date their pay starts after being awarded a bulletin position, except as provided for in Rule 11.

(c) Employees will retain and accumulate seniority established in any seniority Groups or Classes on any roster or rosters provided for in Rule 3 while governed by the rules of this agreement.

RULE 5—SENIORITY ROSTERS

(a) Seniority rosters of employees as provided for in Rule 3 will be separately compiled by sections or gangs. Copies will be furnished Foremen, General Chairman and Local Chairman, and be posted at convenient places available for inspection by employees interested.

Rosters will show the names of the employees and their seniority date or dates established under the rules of this agreement, except that names of section and extra gang laborers will not be included and their seniority rights will not apply until they have been in service of the Company in excess of sixty (60) days.

Rosters will be revised in January of each year and will be open to correction for a period of sixty (60) days from date roster is posted.
(b) Any dating which shall have remained unchanged on two (2) successive rosters shall not be open to any question thereafter.

NOTE No. 1:

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

NOTE No. 2:

Section (b) of this rule and Note No. 1 will also apply to any other new rosters established after effective date of this agreement.

RULE 6-SENIORITY RIGHTS

(a) Laborers shall not exercise seniority as such to other gangs in their respective Groups and Classes, except in case of force reductions when those affected may displace other employees junior in the service in their respective seniority Groups and Classes. Laborers affected by force reduction who exercise seniority rights to another gang may in case of new positions or permanent vacancies on their former gang return to same upon written request to the proper officer if made within thirty (30) days after date of vacancies or new positions, if seniority entitles them to such positions or vacancies.

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

RULE 7-DECLINING
TO MAKE APPLICATION

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

RULE 8-BULLETINING
AND FILLING POSITIONS

(a) Permanent vacancies and permanent new positions will be bulletined for a period of five (5) days within fifteen (15) days previous to or ten (10) days following the date the vacancies occur or new positions are established. The name of the employee applying for and awarded the position will be announced by bulletin within fifteen (15) days from date of advertisement bulletin. Bulletins advertising positions and announcements under such bulletins will be posted at the headquarters of each gang or at places accessible to employees not in gangs, and copy furnished to General Chairman and Local Chairman.
(b) Temporary positions and temporary vacancies will be bulletined as such before or at the expiration of thirty (30) calendar days in accordance with provisions of Section (a) of this Rule.

(c) Permanent or temporary vacancies of Section Foremen and Extra Gang Foremen will be bulletinized only to employees holding seniority as Section Foremen, Extra Gang Foremen, Assistant Foremen, and Apprentice Foremen.

Permanent or temporary positions and vacancies in Group 2 will be bulletinized jointly to employees in Groups 1 and 2.

Permanent or temporary positions and vacancies of Welder or Welder Helper will be bulletinized to employees holding seniority in Groups 1 and 2.

(d) In the event no applications are received from employees holding seniority rights in the Class in which a permanent or temporary position or vacancy is bulletinized, and there are furloughed employees from that particular seniority Class who have exhausted all seniority rights as provided for in Section (b) of Rule 13, the senior of such furloughed employees will be assigned to the position or vacancy.

In the event no applications are received from employees holding seniority rights in the Class in which a permanent or temporary position or vacancy is bulletinized and there are no furloughed employees from that particular seniority Class who have exhausted all seniority rights as provided for in Section (b) of Rule 13, the position will be awarded to the senior employee making application from either of the two groups and he will be subject to qualify in accordance with Rule 11.

NOTE:
In awarding positions under this paragraph, seniority and ability shall be considered. Ability being sufficient, seniority shall prevail.
RULE 9—FORM OF BULLETIN
NORFOLK AND PORTSMOUTH BELT LINE RAILROAD COMPANY
MAINTENANCE OF WAY DEPARTMENT

BULLETIN NO.

(Place)

(Date)

ALL CONCERNED:

The following position(s) is (are) bulletined for bids, applications for which will be received from ___ to ___ inclusive.

POSITION:
RATE OF PAY:
PRESENT POINT OF LOCATION:
PERMANENT OR TEMPORARY:

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

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

(Name)

(Title)

COPY:

(General Chairman)

(Local Chairman)
RULE 10-FORM OF ASSIGNMENT
NORFOLK AND PORTSMOUTH BELT LINE RAILROAD COMPANY
MAINTENANCE OF WAY DEPARTMENT

BULLETIN NO.__________

_________________________
(Place)

_________________________
(Date)

ALL CONCERNED:

Position(s) as ___________________________ advertised for bids by

Bulletin No.______________ dated _____________ is (are) awarded as

AWARDED TO:______________________________

EFFECTIVE:______________________________

NOW LOCATED AT:________________________

REMARKS:________________________________

_________________________
(Name)

_________________________
(Title)

COPY TO:

_________________________
(General Chairman)

_________________________
(Local Chairman)

RULE 11-QUALIFYING

Employees already in the service and who become assigned to bulletined positions in a seniority Group and Class in which they have not established seniority and fail to qualify for such positions within sixty (60) calendar days, will not establish seniority as result of filling positions for which they fail to qualify. Employees may be given a maximum of sixty (60) calendar days after being assigned within which to qualify but may be disqualified at any time within the sixty (60) day period, provided for herein. If an employee is not disqualified during or at the end of such sixty (60) day calendar period he shall be considered qualified.
If they fail to qualify for permanent or temporary vacancies, they will within ten (10) days from date disqualified return to positions last held if such positions still exist and are held by junior employees; in event positions no longer exist or are held by senior employees, they will within ten (10) days from date disqualified exercise seniority rights in accordance with Section (b) Rule 6.

RULE 12-TRADING POSITIONS

Trading of positions or transferring will not be permitted except upon approval of the Management and the Local Chairman, in writing, and without expense to the Company, each case to be considered upon its merits.

RULE 13-FORCE REDUCTION

(a) When positions are abolished or force reductions are to be made, not less than five (5) working days advance notice will be given employees assigned to permanent positions involved including laborers and employees assigned to bulletin temporary vacancies, except when such abolishing of positions or reduction in force results from the suspension of the Company's operation in whole or in part due to a labor dispute between the Company and any of its employees, or when such action is taken in response to emergency conditions such as those referred to in paragraph (b) of this rule.

(b) Except as provided in paragraph (a) hereof, rules, agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notice under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire, or a labor dispute other than as defined in paragraph (a) hereof, provided that such conditions result in suspension of a carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for work for his position without having been previously notified to report, shall receive four hours' pay at the applicable rate for his position. If an employee works any portion of the day he will be paid in accordance with existing rules.

(c) When force reductions are made, positions abolished, or displacements occur, employees affected shall, within ten (10) days, exercise their seniority to positions which their seniority entitles them. Employees shall exhaust all seniority rights before being considered furloughed, and failing to do so the employee will forfeit all seniority established under provisions of this agreement.

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

(e) Employees exercising their seniority rights will do so without expense to the Company.
(f) An employee will not be considered as being displaced until the individual asserting displacement rights actually starts work on his position.

RULE 14—RETENTION OF RIGHTS

Furloughed employees desiring to retain their seniority rights must file their address in writing with the officer notifying them of force reduction or abolition of position within ten (10) calendar days from the date of force reduction or such abolition of position. Renewal of such notice will not be required after such first notice is filed, but the supervisory officer of the employee's sub-department must be immediately notified in writing of any change in address. Failure of employees to comply with these provisions or to return to the service within ten (10) calendar days after being officially notified in writing, without satisfactory reason for not doing so, or unless a leave of absence has been obtained in accordance with Rule 17, will cause forfeiture of all seniority rights.

RULE 15—OFFICIAL POSITIONS

Employees who have been or may be promoted from the ranks to fill official, subordinate official, or excepted positions with the Company or official positions with the Brotherhood of Maintenance of Way Employees, will retain their seniority rights in the Class of service from which promoted and, when released, may exercise their seniority rights as provided in Section (b) of Rule 6.

RULE 16—RETIRED EMPLOYEES

Employees covered by this agreement, who may be granted an annuity under the Railroad Retirement Act, on account of physical disability when less than sixty-five (65) years of age, shall retain and continue to accumulate all seniority rights until the age of sixty-five (65) is reached. Such vacancies, if filled, will be bulletin as permanent vacancies. In the event of recovery and return to active service, the employee may return to his former position, unless declared physically unfit by the Management, and if seniority permits, or otherwise exercise his seniority rights by displacing any employee junior in service in any seniority Group and Class in which he has established seniority. Employees displaced by his return may exercise their seniority in the same manner. Exercise of seniority rights as provided for in this Rule shall be subject to Section (b) of Rule 6.

RULE 17—LEAVE OF ABSENCE

(a) When the requirements of the service will permit, employees upon written request, may be granted leave of absence in writing for a period not exceeding thirty (30) days. Extension of such leave of absence may be granted by approval of the proper officer of the Company and the General Chairman. Employees shall not be gainfully employed while on leave of absence, except by mutual agreement between the proper officer of the Company and the General Chairman. Should they fail to comply with the provisions of this rule, they shall forfeit all seniority rights.
(b) Employees serving on Committees for the adjustment of differences between the Company and its employees, shall on sufficient notice, and where the requirements of the service will permit, be granted leave of absence and free transportation consistent with the regulations for issuance of free transportation.

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

RULE 18-RETURN AFTER ABSENCE

Except as provided for in Rule 16, an employee returning to duty after leave of absence, vacation, sickness, disability or suspension, may return to former position, or may upon return, or within three (3) days thereafter, exercise seniority rights to any position bulletin during his absence, except in the event his former position has been abolished during his absence, or his position has been filled during his absence by a senior employee exercising displacement rights, he may exercise his seniority. Employees displaced by his return may exercise their seniority in the same manner. Exercise of seniority rights as provided for in this Rule, shall be subject to Section (b) of Rule 6.

RULE 19-DETAINED FROM WORK

An employee desiring to be absent from service must obtain permission from his foreman or the proper officer. In case an employee is unavoidably kept from work on account of sickness or for any other good cause he shall notify his foreman or the proper officer as early as possible, and if the cause of his absence is considered by the Management to be justifiable, he shall not be discriminated against.

RULE 20-WATER AND ICE

Ice for drinking water will be furnished from April 1st to October 31st.

RULE 21-TOOLS

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

RULE 22-INVESTIGATION

(a) An employee disciplined or dismissed will be advised of the cause for such action in writing. Upon a written request being made to the employee's immediate superior by the employee or his duly accredited representative within ten (10) calendar days from date of advice, the employee shall be given an investigation.

(b) The investigation shall be held within ten (10) calendar days after the receipt of request for same, if practicable, and decision rendered within twenty (20) calendar days after completion of the investigation.
(c) If the charge against the employee is not sustained, it shall be
stricken from the record and employee reinstated and paid for the assign-
ed working hours actually lost, less the amount earned from time of sus-
pension until reinstated.

(d) If an appeal is taken it must be filed with the next higher officer
and a copy furnished the officer whose decision is appealed within ten (10)
days after the date of the decision. Decision on the appeal will be
rendered within thirty (30) days from date of appeal. Further appeal if
taken to be governed by provisions of this paragraph.

(e) At the investigation or on appeal an employee may be represented
by one or more "duly accredited representatives" as that term is defined
in Rule 50 of this Agreement.

(f) An employee who considers himself otherwise unjustly treated shall
have the same right of hearing and appeal as provided for in this Rule 22
if written request is made to his superior within ten (10) calendar days
of cause of complaint. This rule does not apply to grievances in connection
with time claims, which must be submitted and progressed in accordance
with the provisions of Rule 24.

RULE 23—TRANSCRIPT OF EVIDENCE

A transcript of an employee's evidence, when taken in writing at the
hearing, will be furnished the employee upon his verifying and signing
same. A copy of all the evidence taken in writing at the hearing will
be promptly made available for use of the employee's representative when
required in handling cases on appeal from the hearing.

RULE 24—TIME LIMIT ON CLAIMS

1. All claims or grievances shall be handled as follows:

(a) All claims or grievances must be presented in writing by or on
behalf of the employee involved to the officer of the Carrier authorized
to receive same, within 60 days from the date of the occurrence on which
the claim or grievance is based. Should any such claim or grievance be
disallowed, the carrier shall, within 60 days from the date same is filed,
notify whoever filed the claim or grievance (the employee or his repre-
sentative) in writing of the reasons for such disallowance. If not so
notified, the claim or grievance shall be allowed as presented, but this
shall not be considered as a precedent or waiver of the contentions of the
Carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed, such appeal
must be in writing and must be taken within 60 days from receipt of
notice of disallowance, and the representative of the Carrier shall be
notified in writing within that time of the rejection of his decision.
Failing to comply with this provision, the matter shall be considered
closed, but this shall not be considered as a precedent or waiver of the
contentions of the employees as to other similar claims or grievances. It
is understood, however, that the parties may, by agreement, at any stage
of the handling of a claim or grievance on the property, extend the 60
day period for either a decision or appeal, up to and including the
highest officer of the carrier designated for that purpose.
(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employees and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in case of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within 9 months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend this 9 months' period herein referred to.

2. With respect to all claims or grievances which arose or arise out of occurrences prior to effective date of this rule, and which have not been filed by that date, such claims or grievances must be filed in writing within 60 days after the effective date of this rule in the manner provided for in paragraph (a) of Section 1 hereof, and shall be handled in accordance with the requirements of said paragraphs (a), (b) and (c) of Section 1 hereof. With respect to claims or grievances filed prior to the effective date of this rule the claims or grievances must be ruled on or appealed, as the case may be, within 60 days after the effective date of this rule and if not thereafter handled pursuant to paragraphs (b) and (c) of Section 1 of this rule the claims or grievances shall be barred or allowed as presented, as the case may be, except that in the case of all claims or grievances on which the highest designated officer of the Carrier has ruled prior to the effective date of this rule, a period of 12 months will be allowed after the effective date of this rule for an appeal to be taken to the appropriate board of adjustment as provided in paragraph (c) of Section 1 hereof before the claim or grievance is barred.

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

4. This rule recognizes the right of representatives of the Organization, party hereto, to file and prosecute claims and grievances for and on behalf of the employees it represents.

5. This rule is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within 9 months of the date of the decision of the highest officer of the Carrier.

6. This rule shall not apply to requests for leniency.
RULE 25—BASIC DAY AND WORK WEEK

(a) Except as otherwise provided in Rule 36, eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work.

(b) GENERAL—Subject to the exceptions contained in this rule, a work week of forty hours, consisting of five days of eight hours each, with two consecutive days off in each seven is established for all employees. The work weeks may be staggered in accordance with the Carrier's operational requirements. So far as practicable the days off shall be Saturday and Sunday. The foregoing Work Week Rule is subject to the provisions of this Rule, which follow:

(c) FIVE DAY POSITIONS—On positions, the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

(d) SIX DAY POSITIONS—Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(e) SEVEN DAY POSITIONS—On positions which are filled seven days per week, any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(f) REGULAR RELIEF ASSIGNMENTS—All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement. Where no guarantee rule now exists such relief assignments will not be required to have five days of work per week.

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

(g) DEVIATION FROM MONDAY–FRIDAY WEEK—In positions or work extending over a period of five days per week, where the Carrier contends its operational requirements cannot be met under the provisions of Paragraph (c) of this Rule, and some employees are required for services Tuesday through Saturday, such assignments may be agreed upon between the parties signatory hereto.

(h) NONCONSECUTIVE REST DAYS—After all possible regular relief positions are established pursuant to Paragraph (f) of this rule, and where there remain positions covered by Paragraph (d), (e), and (f) which may affect the consequtiveness of the rest days, the following may be agreed upon between the parties signatory hereto.

1. Possible use of rest days other than Saturday and Sunday.

2. The accumulation of rest days and the granting of longer consecutive rest periods.
3. Other suitable or practical plans which may be suggested by either of the parties.

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

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

(i) REST DAYS OF EXTRA OR FURLoughed EMPLOYEES—The rest days of extra or furloughed employees need not be consecutive, however, if they take the assignment of a regular employee they will have, as their days off, the regular days off of that assignment.

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

RULE 26—HOURS PAID FOR

(a) When less than eight (8) hours are worked for convenience of employees, or when regularly assigned for service of less than eight (8) hours on rest days and holidays, or when due to inclement weather interruptions occur to regular established work period preventing eight (8) hours work, only actual hours worked or held on duty will be paid for except as provided in Rules 29 and 36.

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

RULE 27—BEGINNING AND ENDING OF DAY

Employees' time will start and end at designated assembling points for each class of employees, such as tool houses, etc.

RULE 28—HOURS OF SERVICE

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

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

(c) The starting time for regular operations of crossing watchmen and bridge tenders, necessitating working periods varying from those fixed for the general force, will be assigned in accordance with the requirements.
RULE 29—REST DAY AND HOLIDAY WORK

(a) Except as otherwise provided in this Rule, employees who are required to work or held on duty on rest days and the following holidays, namely: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation or by proclamation shall be considered the holiday), shall be paid for at the rate of time and one-half for time worked or held on duty, with a minimum of two (2) hours and forty (40) minutes as per Rule 32.

(b) A regular relief employee, of the same class, working in the place of a regular employee on the latter's assigned rest days will be paid therefor at the straight time rates, except that such relief employee, if worked on a designated holiday, shall be paid at the time and one-half rate.

(c) Where rest days are being accumulated under Paragraph (h) of Rule 25, the provisions of this rule will not apply, except that such employee, if worked on a designated holiday, shall be paid at the time and one-half rate.

RULE 30—PAID HOLIDAYS


This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate agreement shall govern.

SECTION 1: Subject to the qualifying requirements contained in Section 2 hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

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

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

(b) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.
(c) Subject to the applicable qualifying requirements in Section 2 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in Paragraph (b) above, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has held a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

SECTION 2. A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his rest day shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

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

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

(ii) Such employee is available for service.

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

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

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

SECTION 3. Under no circumstances will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a work day, a rest day, and/or a vacation day.

SECTION 4. When any of the nine recognized holidays enumerated in Section 1, or any day which by agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of
any such holidays, falls during an hourly or daily rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

RULE 31-OVERTIME

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

(b) This shall not affect the present provisions of this agreement covering meal periods, as provided for in Rule 37.

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

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

RULE 32-CALLS

Employees notified or called to perform work not continuous with the regular work period will be allowed a minimum of 2 hours and 40 minutes at the overtime rate for 2 hours and 40 minutes or less and if held on duty in excess of 2 hours and 40 minutes, will be paid at the overtime rate for all work performed until the beginning of the regular work period. Employees will be paid at the overtime rate on minute basis for service performed continuous with and in advance of regular work period.

RULE 33-ABSORBING OVERTIME

Employees will not be required to suspend work after starting any daily assigned work period for the purpose of absorbing overtime, except by mutual agreement between the proper officer of the Company and the Local Chairman.
RULE 34-AUTHORIZING OVERTIME

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

(b) The performance of work will not be delayed or deferred for the sole purpose of affording an employee an opportunity to perform overtime work.

(c) Nothing in the rules of this agreement shall be construed as granting an employee the right to perform, outside of his regularly assigned hours, work that may be performed during the regularly assigned hours of another position.

(d) Except as provided for in Section (e) of this Rule, when employees are notified or called to perform work not continuous with the regular work period, the employee or employees working in the seniority Group or Class of the immediate force or gang delegated to perform the work will be notified or called on seniority basis. The provisions of this Section (d) shall not apply in cases of emergency.

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

RULE 35-TRAVEL TIME

(a) Employees required by the Management to travel on or off their assigned territory will be allowed straight time traveling during regular work hours. Travel time before or following the regular work hours, and on rest days and holidays, will be paid for at the employee's respective time and one-half rate.

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

RULE 36-REPORTING-HELD ON DUTY

All employees in the Maintenance of Way and Structures Department coming under the scope of this agreement required to report at the usual starting time and place for the day's work and when conditions prevent work being performed will be allowed a minimum of three (3) hours at straight time rate. If held on duty over (3) hours, actual time so held will be paid for.

RULE 37-MEAL PERIOD

(a) When a meal period is allowed, it will be between the ending of the
fourth hour and beginning of the seventh hour after starting work, unless otherwise agreed upon by the Company and employees.

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

(c) If the meal period is not afforded within the allowed or agreed time limit and is worked, the meal period shall be paid for at the rate of time and one-half and twenty (20) minutes with pay in which to eat shall be afforded at the first opportunity. This does not apply to employees assigned eight (8) consecutive hours, including allowance of twenty (20) minutes for lunch.

RULE 38-MEALS AND LODGING

Employees taken off their assigned territory, or away from their headquarters to work elsewhere, will be furnished meals and lodging by the Company. The word "lodging" referred to in this rule will not apply within the limits of the Company. This rule not to apply to employees customarily carrying midday lunches and not being held away from their assigned territory an unreasonable time beyond the evening meal hour.

RULE 39-WATCHMEN, ETC.

(a) Positions not requiring continuous manual labor such as crossing watchmen and bridge tenders, will be paid a daily rate.

(b) A section laborer holding no regular assignment as such, which includes furloughed section laborers, will, when used for extra watching or to relieve a regular watchman, be paid the established rate for section laborers.

(c) Service as extra or relief watchmen performed by regularly assigned section laborers outside of their regular work period will be paid for at their regular overtime rate in accordance with the provisions of Rules 31 and 32, when such service is assigned by order of their foremen.

(d) It is understood that the above is not to prevent the Company from employing men to perform extra or relief watchmen service at the regular watchmen’s rate applicable to the position where the service is performed.

RULE 40-COMPOSITE SERVICE AND TWO OR MORE CLASSES OF SERVICE

(a) An employee working on more than one class of work on any day will be allowed the rate applicable to the character of work preponderating for the day, except that when temporarily assigned by the proper officer to lower rated positions, when such assignment is not brought about by a reduction of force or request or fault of such employee, the rate of pay will not be reduced.

(b) When an employee is required to fill the place of another employee receiving a higher rate of pay he shall receive the higher rate of pay, except when doing such work for less than one-half day.
(c) This rule not to permit regularly using assigned employees of a lower rate of pay for less than half of a work day period to avoid payment of higher rates.

RULE 41-ATTENDING COURT

Employees taken away from their regular assigned duties at the request of the Management, to attend court or to appear as witnesses for the Company, will be furnished transportation and will be allowed compensation equal to what would have been earned had such interruption not taken place, and in addition, necessary actual expenses while away from headquarters. Any fees or mileage accruing will be assigned to the Company.

RULE 42-OVERTIME-HOURLY RATE
FOR MONTHLY RATED EMPLOYEES

(a) To compute the hourly rate for monthly rated employees, multiply the straight time monthly rate on the eight (8) hours basis by twelve (12) to get the straight time yearly compensation.

(b) To determine the straight time hourly rate divide the monthly rate by 175=1/3. To determine the daily rate multiply the straight time hourly rate by eight (8).

(c) Fractions less than one-half (1/2) cent to be dropped, one-half (1/2) cent and over to be counted one (1) cent.

RULE 43-PRIOR CONSULTATION

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

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

This rule does not contain penalty provisions and it does not require that agreements must be reached as the right of the carrier to make changes in work methods or to continue existing practices subject to compliance with the collective agreement is not questioned.
RULE 44—RATES OF PAY

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

(b) The listing of rates of pay in the agreement does not constitute a guarantee of the continuance of any position or any certain number of positions or anything else other than as stated in paragraph (a) hereof. Rates of pay in effect are listed as Appendix "A" to this Agreement.

RULE 45—RATES OF PAY OF NEW POSITIONS AND ADJUSTMENTS OF RATES OF SUPERVISORY EMPLOYEES

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

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

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

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

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

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

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

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

RULE 46-VACATIONS


A synthesis of such provisions follows and is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate vacation agreement shall govern.

1. (a) An annual vacation of five consecutive work days with pay will be granted to each employee covered by this agreement who renders compensated service on not less than 120 days during the preceding calendar year.

(b) An annual vacation of ten consecutive work days with pay will be granted to each employee covered by this agreement who renders compensated service on not less than 110 days during the preceding calendar year and who has two or more years of continuous service and who, during such period of continuous service renders compensated service on
not less than 110 days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two of such years, not necessarily consecutive.

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

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

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

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

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

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

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

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

(k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

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

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

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

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

(b) The Management may upon reasonable notice (of 30 days or more,
if possible, but in no event less than 15 days) require all or any number of employees in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee of each organization affected signatory here-to and the proper representative of the carrier will cooperate in the assignment of remaining forces.

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

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

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

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

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

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

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

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

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

(e) An employee not covered by Paragraphs (a), (b), (c), or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.
7. The vacation provided for in this agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough, he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

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

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

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of 25% of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

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

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

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

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

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

RULE 47—UNION SHOP AGREEMENT

The Union Shop Agreement effective August 20, 1957, is made a part here-to and is carried as Appendix “B” to this Agreement.

RULE 48—HEALTH, WELFARE AND SUPPLEMENTAL SICKNESS BENEFITS

(a) The National Health and Welfare Plan as covered by the memorandum signed at Chicago, August 21, 1954, as amended and implemented by contract GA-23000 between the parties and the Travelers Insurance Company is applicable to employees covered by this agreement. The carrier will distribute to employees a copy of the booklet furnished by the Insurance Company describing the provisions of the contract mentioned above.

(b) Employees shall be granted supplemental sickness benefits in accordance with the provisions of the National Agreement of May 15, 1973. These benefits are provided under contract 7000 issued by Benefit Trust Life Insurance Company. The carrier will distribute to employees a copy of the booklet summarizing the principal provisions of the contract mentioned above.

RULE 49—DIFFERENTIALS

Employees while operating Bolt Tightening Machine, Hydraulic Spike Puller, Hydraulic Spike Driver, or Power Unit Air will receive six cents (6¢) per hour in addition to their regular rate of pay.

Employees working as Crane Helper will receive six cents (6¢) per hour in addition to their regular rate of pay while so engaged.

Employees while operating Power Rail Drill will receive five cents (5¢) per hour in addition to their regular rate of pay.

Employees operating Weed Spraying Machine will receive ten cents (10¢) per hour in addition to their regular rate of pay.

The above hourly rates as referred to in this Agreement will be subject to any general wage increase.

RULE 50—ACCREDITED REPRESENTATIVE

(a) Where the term "duly accredited representative" appears in this Agreement it should be understood to mean the regularly constituted committee and/or officers of the Brotherhood of Maintenance of Way Employees, of which such committee or officers is a part.
(b) Disputes growing out of personal grievances and/or out of interpretation or application of agreements concerning wages, rules or working conditions between the parties hereto, may only be handled by the employee affected or one or more duly accredited representatives, first with the immediate supervisory officer and, if not satisfactorily settled, may be appealed by the employee or a duly accredited representative in the order of succession up to and including the highest official designated by the Carrier to whom appeals may be made.

RULE 51-STABILIZATION
OF EMPLOYMENT

The Mediation Agreement of February 7, 1965, providing for stabilization of employment is made a part hereto and is carried as Appendix "C" to this agreement.
RULE 52 - EFFECTIVE DATE
AND CHANGES

(a) This agreement shall be effective as of April 1, 1975 superseding all former schedule agreements, and will remain in full force and effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) This agreement supersedes all other agreement provisions in effect prior to April 1, 1975, except as such other agreement provisions are continued in effect by agreement between the parties hereto.

Signed at Norfolk, Virginia, this 18th day of August, 1975.

FOR THE NORFOLK AND PORTSMOUTH BELT LINE RAILROAD COMPANY

J. B. Vale
Chief Engineer

[Signature]
President & General Manager

FOR THE EMPLOYEES:

[Signature]
General Chairman

BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES
**APPENDIX "A"**

**NORFOLK AND PORTSMOUTH**

**BELT LINE RAILROAD COMPANY**

**Maintenance of Way Department**

**Rates of Pay**

**Effective January 1, 1975**

<table>
<thead>
<tr>
<th>Position</th>
<th>Straight Time Rates</th>
<th>Hourly Pro Rata</th>
<th>Hourly Over time Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge Foreman</td>
<td>$ 1,071.46 per mo.</td>
<td>$ 6.1110*</td>
<td>$ 9.17</td>
</tr>
<tr>
<td>Assistant Bridge Foreman</td>
<td>5.7033 per hr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section Foreman</td>
<td>1,001.74 per mo.</td>
<td>5.7133*</td>
<td>8.57</td>
</tr>
<tr>
<td>Extra Gang Foreman</td>
<td>1,001.74 per mo.</td>
<td>5.7133*</td>
<td>8.57</td>
</tr>
<tr>
<td>Assistant Section Foreman</td>
<td>954.00 per mo.</td>
<td>5.4411*</td>
<td>8.16</td>
</tr>
<tr>
<td>Apprentice Foreman</td>
<td>5.2801 per hr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Welder</td>
<td>5.6863 per hr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Welder Helper</td>
<td>5.0133 per hr.</td>
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<td></td>
</tr>
<tr>
<td>Crane Operator</td>
<td>5.6610 per hr.</td>
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<td></td>
</tr>
<tr>
<td>Spot Tamper Machine Operator</td>
<td>5.5173 per hr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tractor Operator</td>
<td>5.3480 per hr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility Laborer</td>
<td>5.0977 per hr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section Laborer</td>
<td>4.9115 per hr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extra Gang Laborer</td>
<td>4.9115 per hr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lamplighter</td>
<td>4.9115 per hr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crossing Watchman</td>
<td>38.64 per day</td>
<td>4.8300</td>
<td>7.25</td>
</tr>
<tr>
<td>Bridge Tender</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Main Line Drawbridge 1st Trick</td>
<td>42.03 per day</td>
<td>5.2538</td>
<td>7.88</td>
</tr>
<tr>
<td>2nd &amp; 3rd Tricks</td>
<td>41.39 per day</td>
<td>5.1738</td>
<td>7.76</td>
</tr>
</tbody>
</table>

29
<table>
<thead>
<tr>
<th>Straight Time Rates</th>
<th>Hourly Pro Rata</th>
<th>Hourly Over time Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge Tender</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drawbridge No. 6</td>
<td>40.58 per day</td>
<td>5.0725</td>
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<tr>
<td>Bridge Tender</td>
<td>Transfer Bridge</td>
<td>41.15 per day</td>
</tr>
</tbody>
</table>

Above rates are based on National Agreement of January 29, 1975.

Overtime rates for monthly rated employees based on Rule 42 of contract dated April 1, 1975.

*Hourly pro rata rates for monthly rated employees based on 175-1/3 hours per month.

Office of Chief Engineer  
Norfolk, Virginia  
April 1, 1975

APPENDIX "B"

UNION SHOP AGREEMENT

This Agreement made this 20th day of August, 1957, by and between the Norfolk and Portsmouth Belt Line Railroad Company and the employees thereof represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

Section 1.

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

Section 2.

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

Section 3.

(a) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

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

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

(d) Employees who retain seniority under the rules and working conditions agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions agreement of that class or craft temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.
Section 4.

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

Section 5.

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

In the event the employee concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the rules and working conditions agreement not later than thirty calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

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

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the rules and working conditions agreement shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the carrier and the organization agree otherwise in writing.

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

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

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

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

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

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

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

Section 6.

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

Section 7.

An employee whose seniority and employment under the rules and working conditions agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

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

Section 8.

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

Section 9.

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

Section 10.

(a) The carrier party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate. Provided, however that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

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

Section 11.

This Agreement shall become effective on October 1, 1957, and is in full and final settlement of notices served upon the carrier by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement between the Norfolk and Portsmouth Belt Line Railroad Company and those employees represented by each of the organizations signatory hereto. This Agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Norfolk, Virginia, this 20th day of August 1957.

APPENDIX "C"

STABILIZATION OF EMPLOYMENT AGREEMENT
Case No. A-7128

MEDIATION AGREEMENT

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

IT IS AGREED:

ARTICLE I-PROTECTED EMPLOYEES

Section 1.

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

Section 2.

Seasonal employees, who had compensated service during each of the years 1962, 1963 and 1964, will be offered employment in future years at least equivalent to what they performed in 1964, unless or until retired, discharged for cause, or otherwise removed by natural attrition.

Section 3.

In the event of a decline in a carrier's business in excess of 5% in the average percentage of both gross operating revenue and net revenue ton miles in any 30-day period compared with the average of the same period for the years 1963 and 1964, a reduction in forces in the crafts represented by each of the organizations signatory hereto may be made at any time during the said 30-day period below the number of employees entitled to preservation of employment under this Agreement to the extent of one percent for each one percent the said decline exceeds 5%. The average percentage of decline shall be the total of the percent of decline in gross operating revenue and percent of decline in net revenue ton miles divided by 2. Advance notice of any such force reduction shall be given as required by the current Schedule Agreements of the organizations signatory hereto. Upon restoration of a carrier's business following any such force reduction, employees entitled to preservation of employment must be recalled in accordance with the same formula within 15 calendar days.

Section 4.

Notwithstanding other provisions of this Agreement, a carrier shall have the right to make force reductions under emergency conditions such as flood, snowstorm, hurricane, earthquake, fire or strike, provided that operations are suspended in whole or in part and provided further that because of such emergencies the work would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed. Sixteen hours advance notice will be given to the employees affected before such reductions are made. When forces have been so reduced and thereafter operations are restored employees entitled to preservation of employment must be recalled upon the termination of the emergency. In the event the carrier is required to make force reductions because of the aforesaid emergency conditions, it is agreed that any decline in gross operating revenue and net revenue ton miles resulting therefrom shall not be included in any computation of a decline in the carrier's business pursuant to the provisions of Section 3 of this Article I.
Section 3.

Subject to and without limiting the provisions of this agreement with respect to furloughs of employees, reductions in forces, employee absences from service or with respect to cessation or suspension of an employee's status as a protected employee, the carrier agrees to maintain work forces of protected employees represented by each organization signatory hereto in such manner that force reductions of protected employees below the established base as defined herein shall not exceed six percent (6%) per annum. The established base shall mean the total number of protected employees in each craft represented by the organizations signatory hereto who qualify as protected employees under Section 1 of this Article I.

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

Section 1.

An employee shall cease to be a protected employee in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to retain or obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements, or failure to accept employment as provided in this Article. A protected furloughed employee who fails to respond to extra work when called shall cease to be a protected employee. If an employee dismissed for cause is reinstated to service, he will be restored to the status of a protected employee as of the date of his reinstatement.

Section 2.

An employee shall cease to be a protected employee in the event of his failure to accept employment in his craft offered to him by the carrier in any seniority district or on any seniority roster throughout the carrier's railroad system as provided in implementing agreements made pursuant to Article III hereof, provided, however, that nothing in this Article shall be understood as modifying the provisions of Article V hereof.

Section 3.

When a protected employee is entitled to compensation under this Agreement, he may be used in accordance with existing seniority rules for vacation relief, holiday vacancies, or sick relief, or for any other temporary assignments which do not require the crossing of craft lines. Traveling expenses will be paid in instances where they are allowed under existing rules. Where existing agreements do not provide for traveling expenses, in those instances, the representatives of the organization and the carrier will negotiate in an endeavor to reach an agreement for this purpose.

ARTICLE III-IMPLEMENTING AGREEMENTS

Section 1.

The organizations recognize the right of the carriers to make technological, operational and organizational changes, and in consideration
of the protective benefits provided by this Agreement the carrier shall have the right to transfer work and/or transfer employees throughout the system which do not require the crossing of craft lines. The organizations signatory hereto shall enter into such implementing agreements with the carrier as may be necessary to provide for the transfer and use of employees and the allocation or rearrangement of forces made necessary by the contemplated change. One of the purposes of such implementing agreements shall be to provide a force adequate to meet the carrier's requirements.

Section 2.

Except as provided in Section 3 hereof, the carrier shall give at least 60 days' (90 days in cases that will require a change of an employee's residence) written notice to the organization involved of any intended change or changes referred to in Section 1 of this Article whenever such intended change or changes are of such a nature as to require an implementing agreement as provided in said Section 1. Such notice shall contain a full and adequate statement of the proposed change or changes, including an estimate of the number of employees that will be affected by the intended change or changes. Any change covered by such notice which is not made within a reasonable time following the service of the notice, when all of the relevant circumstances are considered, shall not be made by the carrier except after again complying with the requirements of this Section 2.

Section 3.

The carrier shall give at least 30 days' notice where it proposes to transfer no more than 5 employees across seniority lines within the same craft and the transfer of such employees will not require a change in the place of residence of such employee or employees, such notice otherwise to comply with Section 2 hereof.

Section 4.

In the event the representatives of the carrier and organizations fail to make an implementing agreement within 60 days after notice is given to the general chairman or general chairmen representing the employees to be affected by the contemplated change, or within 30 days after notice where a 30-day notice is required pursuant to Section 3 hereof, the matter may be referred by either party to the Disputes Committee as hereinafter provided. The issues submitted for determination shall not include any question as to the right of the carrier to make the change but shall be confined to the manner of implementing the contemplated change with respect to the transfer and use of employees, and the allocation or rearrangement of forces made necessary by the contemplated change.

Section 5.

The provisions of implementing agreements negotiated as hereinabove provided for with respect to the transfer and use of employees and allocation or reassignment of forces shall enable the carrier to transfer such protected employees and rearrange forces, and such movements, allocations and rearrangements of forces shall not constitute an infringement of
rights of unprotected employees who may be affected thereby.

ARTICLE IV—COMPENSATION DUE PROTECTED EMPLOYEES

Section 1.

Subject to the provisions of Section 3 of this Article IV, protected employees entitled to preservation of employment who hold regularly assigned positions on October 1, 1964, shall not be placed in a worse position with respect to compensation than the normal rate of compensation for said regularly assigned position on October 1, 1964; provided, however, that in addition thereto such compensation shall be adjusted to include subsequent general wage increases.

Section 2.

Subject to the provisions of Section 3 of this Article IV, all other employees entitled to preservation of employment shall not be placed in a worse position with respect to compensation than that earned during a base period comprised of the last twelve months in which they performed compensated service immediately preceding the date of this Agreement. For purposes of determining whether, or to what extent, such an employee has been placed in a worse position with respect to this compensation, his total compensation and total time paid for during the base period will be separately divided by twelve. If his compensation in his current employment is less in any month (commencing with the first month following the date of this agreement) than his average base period compensation (adjusted to include subsequent general wage increases), he shall be paid the difference less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average time paid for during the base period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the time paid for during the base period; provided, however, that in determining compensation in his current employment the employee shall be treated as occupying the position producing the highest rate of pay and compensation to which his seniority entitles him under the working agreement and which does not require a change in residence.

Section 3.

Any protected employee who in the normal exercise of his seniority bids in a job or is bumped as a result of such an employee exercising his seniority in the normal way by reason of a voluntary action, will not be entitled to have his compensation preserved as provided in Sections 1 and 2 hereof, but will be compensated at the rate of pay and conditions of the job he bids in; provided, however, if he is required to make a move or bid in a position under the terms of an implementing agreement made pursuant to Article III hereof, he will continue to be paid in accordance with Sections 1 and 2 of this Article IV.

Section 4.

If a protected employee fails to exercise his seniority rights to secure
another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position he elects to retain, he shall thereafter be treated for the purpose of this Article as occupying the position which he elects to decline.

Section 5.

A protected employee shall not be entitled to the benefits of this Article during any period in which he fails to work due to disability, discipline, leave of absence, military service, or other absence from the carrier’s service, or during any period in which he occupies a position not subject to the working agreement; nor shall a protected employee be entitled to the benefits of this Article IV during any period when furloughed because of reduction in force resulting from seasonal requirements (including lay-offs during Miners' Holiday and the Christmas Season) or because of reductions in forces pursuant to Article I, Sections 3 or 4, provided, however, that employees furloughed due to seasonal requirements shall not be furloughed in any 12-month period for a greater period than they were furloughed during the 12 months preceding the date of this agreement.

Section 6.

The carrier and the organizations signatory hereto will exchange such data and information as are necessary and appropriate to effectuate the purposes of this Agreement.

ARTICLE V-MOVING EXPENSES AND SEPARATION ALLOWANCES

In the case of any transfers or rearrangement of forces for which an implementing agreement has been made, any protected employee who has 15 or more years of employment relationship with the carrier and who is requested by the carrier pursuant to said implementing agreement to transfer to a new point of employment requiring him to move his residence shall be given an election, which must be exercised within seven calendar days from the date of request, to make such transfer or to resign and accept a lump sum separation allowance in accordance with the following provisions:

If the employee elects to transfer to the new point of employment requiring a change of residence, such transfer and change of residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Agreement notwithstanding anything to the contrary contained in said provisions and in addition to such benefits shall receive a transfer allowance of four hundred dollars ($400) and five working days instead of the "two working days" provided by Section 10(a) of said Agreement.

If the employee elects to resign in lieu of making the requested transfer as aforesaid he shall do so as of the date the transfer would have been made and shall be given (in lieu of all other benefits and protections to which he may have been entitled under the Protective Agreement and Washington Agreement) a lump sum separation allowance which shall be computed in accordance with the schedule set forth in Section 9 of the Washington Agreement; provided, however, that force reductions permitted to be made under this Agreement shall be in addition to the number of employees who
resign to accept the separation allowance herein provided.

Those protected employees who do not have 15 years or more of employment relationship with the carrier and who are required to change their place of residence shall be entitled to the benefits contained in Sections 10 and 11 of the Washington Agreement notwithstanding anything to the contrary contained in such provisions and in addition to such benefits shall receive a transfer allowance of four hundred dollars ($400) and 5 working days instead of "two working days" provided in Section 10(a) of said Agreement.

ARTICLE VI-APPLICATION TO MERGERS, CONSOLIDATIONS AND OTHER AGREEMENTS

Section 1.

Any merger agreement now in effect applicable to merger of two or more carriers, or any job protection or employment security agreement which by its terms is of general system-wide and continuing application, or which is not of general system-wide application but which by its terms would apply in the future, may be preserved by the employee representatives so notifying the carrier within sixty days from the date of this agreement, and in that event this agreement shall not apply on that carrier to employees represented by such representatives.

Section 2.

In the event of merger or consolidation of two or more carriers, parties to this Agreement on which this agreement is applicable, or parts thereof, into a single system subsequent to the date of this agreement, the merged, surviving or consolidated carrier will constitute a single system for purposes of this agreement, and the provisions hereof shall apply accordingly, and the protections and benefits granted to employees under this agreement shall continue in effect.

Section 3.

Without in any way modifying or diminishing the protection, benefits or other provisions of this agreement, it is understood that in the event of a coordination between two or more carriers as the term "coordination" is defined in the Washington Job Protection Agreement, said Washington Agreement will be applicable to such coordination, except that Section 13 of the Washington Job Protection Agreement is abrogated and the disputes provisions and procedures of this agreement are substituted therefor.

Section 4.

Where prior to the date of this agreement the Washington Job Protection Agreement (or other agreements of similar type whether applying inter-carrier or intra-carrier) has been applied to a transaction, coordination allowances and displacement allowances (or their equivalents or counterparts, if other descriptive terms are applicable on a particular railroad) shall be unaffected by this agreement either as to amount or duration, and allowances payable under the said Washington Agreement or similar agreements shall not be considered compensation for purposes of determining the compensation due a protected employee under this agreement.
ARTICLE VII-DISPUTES COMMITTEE

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE VIII--EFFECT OF THIS
AGREEMENT

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

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

ARTICLE IX--COURT APPROVAL

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

ARBITRATION BOARD NO. 298.

LODGING, MEALS, AND TRAVEL

IN THE MATTER OF AN ARBITRATION

between

CARRIERS REPRESENTED BY THE
NATIONAL RAILWAY LABOR CONFERENCE
AND THE SOUTHEASTERN, EASTERN AND
WESTERN CARRIERS' CONFERENCE
COMMITTEES

and

EMPLOYEES' NATIONAL CONFERENCE
COMMITTEE, FIVE COOPERATING RAILWAY
LABOR ORGANIZATIONS

(NATIONAL MEDIATION BOARD
CASE NO. A-7948)

The Board of Arbitration provided for in the Arbitration Agreement of July 19, 1967 having been named and constituted in accordance with said Arbitration Agreement and in accordance with the provisions of the Railway Labor Act, after hearing the parties or their representatives and considering the testimony, exhibits and arguments presented, does hereby make its Award as follows:

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

A. Lodging

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

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

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

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

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

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

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

C. Travel from one work point to another.

1. Time spent in traveling from one work point to another outside of regularly assigned hours or on a rest day or holiday shall be paid for at the straight time rate.

NOTE: Refer to "Exercise of Option Implementing Agreement Pursuant to the Provisions of Award of Arbitration Board No. 298", dated November 14, 1967, at end of this appendix.

2. An employee who is not furnished means of transportation by the railroad company from one work point to another and who uses other forms of transportation for this purpose shall be reimbursed for the cost of such other transportation. If he uses his personal automobile for this purpose in the absence of transportation furnished by the railroad company he shall be reimbursed for such use of his automobile at the rate of nine cents a mile. If an employee's work point is changed during his absence from the work point on a rest day or holiday this paragraph shall apply to any mileage he is required to travel to the new work point in excess of that required to return to the former work point.

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

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

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

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

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

III. (Not reproduced – applies to dining car employees only.)

IV. Except as benefits have been awarded in Sections I, II and III and subparagraphs thereof, all other requests contained in Article IV of the employees' Section 6 Notice of May 10, 1966 are denied.

V. Insofar as there are presently agreements in effect between any of the carriers and organizations party to this arbitration which agreements include provisions dealing with the types of employee benefits provided for in Sections I, II, and III, and the subparagraphs thereof in this award, the organizations party to such existing agreements shall have the option of accepting any or all of the benefits provided in this award of continuing in effect
any or all of the provisions of the existing agreement in lieu thereof. Such election must be exercised on or before December 31, 1967. There shall be no duplication of benefits.

Executed this 30th day of September 1967 in the city of Washington, D. C.

(Signatures Omitted)

EXERCISE OF OPTION IMPLEMENTING AGREEMENT

PURSUANT TO THE PROVISIONS OF AWARD OF ARBITRATION BOARD NO. 298

Section V of the Award of Arbitration Board No. 298 (National Mediation Board Case No. A-7948) pertaining to travel time and away-from-home expenses, provides that the organizations party to this arbitration shall have the option of accepting any or all of the benefits provided in the Award or of continuing in effect any or all of the provisions of the existing agreement which deals with the type of employee benefits provided for in Sections I, II and III of the Award.

The employees' election under Section V is set forth as follows:

Section I of the Award

We accept the provisions of Section I with the exception of C. 1. Rule 35 Travel Time Paragraph (a) is retained in lieu of Section I, C. 1. of the Award.

Section II of the Award

We accept the provisions of Section II of the Award in its entirety.

In these elections under Board Award 298 and rule changes in connection therewith, it is understood that there shall be no duplication of benefits.

Signed at Norfolk, Virginia, this 14 day of November, 1967.

(Signatures Omitted)
APPENDIX "E"

ARTICLE IV-CONTRACTING OUT

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

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

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

Existing rules with respect to contracting out on individual properties may be retained in their entirety in lieu of this rule by an organization giving written notice to the carrier involved at any time within 90 days after the date of this agreement.

(From National Agreement of May 17, 1968)

APPENDIX "F"

ARTICLE V-PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

Where employees sustain personal injuries or death under the conditions set forth in Paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in Paragraph (b) below, subject to the provisions of other paragraphs in this article.

(a) Covered Conditions:

This article is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding or alighting from off-track vehicles authorized by the carrier and are (1) deadheading under orders or, (2) being transported at carrier expense.

(b) Payments to be Made;

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

1. Accidental Death or Dismemberment:
The Carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in Paragraph (a):

<table>
<thead>
<tr>
<th>Loss</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Loss of Life</td>
<td>$100,000</td>
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<tr>
<td>Loss of Both Hands</td>
<td>100,000</td>
</tr>
<tr>
<td>Loss of Both Feet</td>
<td>100,000</td>
</tr>
<tr>
<td>Loss of Sight of Both Eyes</td>
<td>100,000</td>
</tr>
<tr>
<td>Loss of One Hand and One Foot</td>
<td>100,000</td>
</tr>
<tr>
<td>Loss of One Hand and Sight of One Eye</td>
<td>100,000</td>
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<tr>
<td>Loss of One Foot and Sight of One Eye</td>
<td>100,000</td>
</tr>
<tr>
<td>Loss of One Hand or One Foot or Sight of</td>
<td></td>
</tr>
<tr>
<td>One Eye</td>
<td>50,000</td>
</tr>
</tbody>
</table>

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

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

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

3. Time Loss:
The Carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of $100.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

4. Aggregate Limit:
The aggregate amount of payments to be made hereunder is limited to $1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of $1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.
(c) Payment in Case of Accidental Death:
Payment in the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefits of his estate.

(d) Exclusions:
Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

1. Intentionally self-inflicted injuries, suicide or any attempt, there at, while sane or insane;

2. Declared or undeclared war or any act thereof;

3. Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of any accidental cut or wound;

4. Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;

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

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

(e) Offset:
It is intended that this Article V is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation:
The Carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

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

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article V of the Agreement of February 10, 1971, (employee or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by Article V."

Savings Clause:
This Article V supersedes as of May 1, 1971, any agreement providing benefits of a type specified in paragraph (b) hereof under the conditions
specified in paragraph (a) hereof; provided, however, any individual
railroad party hereto, or any individual committee representing employees
party hereto, may by advising the other party in writing by April 1, 1971,
elect to preserve in its entirety an existing agreement providing accident
benefits of the type provided in this Article V in lieu of this Article V.

(From National Agreement of February 10, 1971)

APPENDIX "G"

ARTICLE V-A-JURY DUTY

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

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

2. An employee must furnish the carrier with a statement from the
court of jury allowances paid and the days on which jury duty was per-
formed.

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

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

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

(From National Agreement signed May 21, 1971)
APPENDIX "H"

COST FREE UNION DUES DEDUCTION AGREEMENT

MEMORANDUM OF AGREEMENT

Between the
NORFOLK AND PORTSMOUTH BELT LINE RAILROAD COMPANY
(hereinafter referred to as "The Carrier")
And Its Employees Represented by the
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
(hereinafter referred to as "The Brotherhood")

In accordance with the provisions of Article II–COST-FREE UNION DUES
DEDUCTION AGREEMENT of the agreement dated April 27, 1973 between rail-
roads represented by the National Carriers' Conference Committee and
employees of such railroads represented by the Brotherhood of Maintenance
of Way Employees, the following Agreement by and between Norfolk and Port-
smouth Belt Line Railroad Company and its employees represented by the
Brotherhood of Maintenance of Way Employees shall be made effective
October 1, 1973.

Section 1.

Subject to the conditions hereinafter set forth, the Carrier will
withhold and deduct from wages due employees represented by the Brother-
hood amounts equal to the periodic dues, assessments, initiation fees and
reinstatement fees (not including fines and penalties) uniformly required
as a condition of acquiring or retaining membership in the Brotherhood.

Section 2.

Deductions of periodic dues, assessments, initiation fees and rein-
statement fees will be made from the wages of an employee only after he
has executed and furnished to the Carrier a written assignment, in the
manner and form herein provided, and such assignment, shall be on the
form specified in Form "A" attached hereto.

Section 3.

Deductions as provided for herein will be made by the Carrier in
accordance with a typewritten deduction list furnished in triplicate by
the General Chairman of the Brotherhood in the form and containing such
information as specified in Attachment "B" hereto. Subsequent lists shall
be furnished quarterly to the Comptroller or other officer designated by
the Carrier on or before the 5th day of the month in which any changes
in the deductions are to be made.

Section 4.

Effective with the second pay period of November 1973 deductions as
provided herein, will be made quarterly from the wages earned by employees
in the second payroll period of February, May, August and November of each
year. The Carrier will pay by draft to the General Chairman of the N&W
System Federation of the Brotherhood the total amount of such deductions
for each quarter on or before the 25th day of the month following the
month in which such deductions are made. With such draft Carrier shall forward to the General Chairman of the Brotherhood a copy of the deduction list (in triplicate) setting forth deductions made and a computation of the sum withheld. If the wages due an employee for the second complete pay period of any quarter are insufficient to permit the full amount of the Brotherhood's deductions, no deduction will be made for that quarter. In the event of any excess or shortage in said deductions for an individual employee, such excess or shortage will be subject to adjustment between the Brotherhood and the employee.

Section 5.

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

(a) Federal, State and Municipal Taxes.

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

(c) Other deductions required by law, such as garnishments and attachments.

(d) Amounts due the Carrier by the individual.

Section 6.

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

Section 7.

The requirements of this Deduction Agreement shall not be effected with respect to any individual employee until the Carrier has been furnished with a written authorization of assignment of wages (individual authorization form) of such periodic dues, assessments, initiation fees and reinstatement fees. Such assignment shall be revocable in writing after the expiration of one year from the date of its execution, or upon the termination of the Rules and Working Conditions Agreements between the parties hereto, whichever occurs first. The individual authorization form shall be reproduced and furnished as necessary by the Brotherhood without cost to the Carrier. The Brotherhood shall assume the full responsibility for the procurement of the execution of the individual authorization forms and the procurement in writing of the revocation statements, and for delivery of said forms and statements to the Carrier. Such individual authorization forms and revocation statements shall be furnished with the deduction list herein provided for, to the Carrier.

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on or before the fifth day of the month in which the deduction or the termination of the deduction is to become effective.

Section 8.

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

Section 9.

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

Section 10.

This Agreement shall become effective the 1st day of October 1973 and shall remain in effect until changed or modified in accordance with the Railway Labor Act, as amended.

Section 11.

This Agreement supersedes and cancels the Deduction Agreement dated October 25, 1966 between the Carrier and the Brotherhood.


(Signatures and Attachments omitted.)