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December 11, 1981

MEDIATION AGREEMENT, CASE A-10795
DATED DECEMBER 11, 1981
between railroads represented by the
NATIONAL CARRIERS' CONFERENCE COMMITTEE

and

employees of such railroads represented by the
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
MEDIATION AGREEMENT

THIS AGREEMENT, made this 11th day of December, 1981, by and between the participating carriers listed in Exhibit A, attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the Brotherhood of Maintenance of Way Employes, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - GENERAL WAGE INCREASES

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

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

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

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

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

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

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

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

(h) **Application of Wage Increase** -

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

(i) **Coverage** -

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

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

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

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

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

ARTICLE II - COST-OF-LIVING ADJUSTMENTS

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

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

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

(c) The cost-of-living allowance resulting from the adjustments provided for in paragraphs (a) and (b) above will subsequently be adjusted, in the manner set forth in and subject to all the provisions of paragraphs (g) and (h) below, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967 = 100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the BLS Consumer Price Index. The first such cost-of-living adjustment shall be made effective July 1, 1982, based (subject to paragraph (g)(i) below) on the BLS Consumer Price Index for March 1982 as compared with the index for September 1981. Such adjustment, and further cost-of-living adjustments which will be made effective the first day of each sixth month thereafter, will be based on the change in the BLS Consumer Price Index during the respective measurement periods shown in the following table subject to the exception in paragraph (g)(ii) below, according to the formula set forth in paragraph (h) below:
<table>
<thead>
<tr>
<th>Base Month (1)</th>
<th>Measurement Month (2)</th>
<th>Effective Date of Adjustment (3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1981</td>
<td>March 1982</td>
<td>July 1, 1982</td>
</tr>
<tr>
<td>March 1982</td>
<td>September 1982</td>
<td>January 1, 1983</td>
</tr>
<tr>
<td>September 1982</td>
<td>March 1983</td>
<td>July 1, 1983</td>
</tr>
<tr>
<td>March 1983</td>
<td>September 1983</td>
<td>January 1, 1984</td>
</tr>
</tbody>
</table>

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

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

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

(g) Cap. (1) In calculations under paragraph (h) below, the maximum increase in the BLS Consumer Price Index (C.P.I.) which will be taken into account will be as follows:

<table>
<thead>
<tr>
<th>Effective Date of Adjustment (1)</th>
<th>Maximum C.P.I. Increase Which May Be Taken into Account (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 1982</td>
<td>8% of March 1981 CPI, less the increase from March 1981 to September, 1981</td>
</tr>
<tr>
<td>January 1, 1983</td>
<td>4% of March 1982 CPI</td>
</tr>
<tr>
<td>July 1, 1983</td>
<td>8% of March 1982 CPI, less the increase from March, 1982 to September, 1982.</td>
</tr>
<tr>
<td>January 1, 1984</td>
<td>4% of March 1983 CPI</td>
</tr>
</tbody>
</table>

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

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

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

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

The same procedure will be followed in applying subsequent adjustments.

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

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

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

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

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

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

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

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

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

**ARTICLE III - VACATIONS**

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

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

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

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

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

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

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

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

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

ARTICLE V - HEALTH AND WELFARE BENEFITS

Section 1. Continuation of Plan

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

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

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

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

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

(d) Surgical Expense Benefit -

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

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

1. Breast Surgery
2. Bunion Surgery
3. Cataract Surgery
4. Hemorrhoid Operations
5. Hernia Repairs
6. Hysterectomy
7. Gall Bladder Operations
8. Knee Surgery
9. Prostate Operations
10. Rhinoplasty
11. Tonsillectomy & Adenoidectomy
12. Varicose Vein Operations

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

(g) Physician's Fee Benefit

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

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

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

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

Section 3. Eligibility

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

Section 4. Coverage for Dependents Health Benefits

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

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

Section 6. Vacation Pay

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

ARTICLE VI - DENTAL BENEFITS

Section 1. Continuation of Plan

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

Section 2. Benefit Changes

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

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

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

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

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

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

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

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

ARTICLE VII - EARLY RETIREMENT MAJOR MEDICAL BENEFITS

Section 1. Continuation of Plan

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

Section 2. Benefit Changes

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

ARTICLE VIII - NATIONAL HEALTH LEGISLATION

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

ARTICLE IX - SUPPLEMENTAL SICKNESS

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

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

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

Basic and Maximum Benefit Amount Per Month

<table>
<thead>
<tr>
<th>Class</th>
<th>Basic</th>
<th>RUIA</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class I</td>
<td>$763</td>
<td>$544</td>
<td>$1307</td>
</tr>
<tr>
<td>Class II</td>
<td>678</td>
<td>544</td>
<td>1222</td>
</tr>
<tr>
<td>Class III</td>
<td>586</td>
<td>544</td>
<td>1130</td>
</tr>
</tbody>
</table>
ARTICLE X - PERSONAL LEAVE

Section 1

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

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

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

Section 2

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

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

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

Section 3

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

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

Section 1 - Service First 24-Months

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

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

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

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

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

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

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

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

ARTICLE XII - EXPENSES AWAY FROM HOME

Section 1

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

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

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

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

Section 2

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

Section 3

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

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

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

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

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

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

ARTICLE XIV - GENERAL PROVISIONS

Section 1 - Court Approval

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

Section 2 - Effect of this Agreement

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

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

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

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

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

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

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

Chairman

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

Oro Borge

[Signatures]

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

R. C. Steele, Jr.

Witness:

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

Dear Mr. Berge:

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

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

Very truly yours,

C. I. Hopkins, Jr.

I concur:

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

Dear Mr. Berge:

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

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

Very truly yours,

\[Signature\]

C. I. Hopkins, Jr.

I concur:

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

Dear Mr. Berge:

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

Example No. 1

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

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

Example No. 2

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

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

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

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

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

Very truly yours,

[Signature]

C. I. Hopkins, Jr.

I concur:

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

Dear Mr. Berge:

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

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

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

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

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

Very truly yours,

C. I. Hopkins, Jr.

I concur:

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

Dear Mr. Berge:

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

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

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

Very truly yours,

C. I. Hopkins, Jr.

I concur:

Mr. Berge
December 11, 1981

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

Dear Mr. Berge:

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

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

Very truly yours,

[Signature]

C. I. Hopkins, Jr.

I concur:

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

Dear Mr. Berge:

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

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

Very truly yours,

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

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

Dear Mr. Berge:

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

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

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

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

Very truly yours,

C. I. Hopkins, Jr.

I concur:

[Signature]

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

Dear Mr. Berge:

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

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

Very truly yours,

C. I. Hopkins, Jr.

I concur:

[Signature]

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

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

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

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

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

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

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

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

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

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

Very truly yours,

Charles I. Hopkins, Jr.

I concur:

[Signature]

[Signature]
December 11, 1981

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

Dear Mr. Berge:

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

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

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

Very truly yours,

C. I. Hopkins, Jr.

I concur:

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

Dear Mr. Berge:

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

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

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

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

Very truly yours,

C. I. Hopkins, Jr.

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

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

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

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

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

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

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

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

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

NOTES:

* - Subject to the approval of the Courts.

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

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


FOR THE CARRIERS:

FOR THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES:

[Signatures]

Washington, D.C.
December 11, 1981

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

Akron & Barberton Belt Railroad Company
Akron, Canton & Youngstown Railroad Company
Alton & Southern Railway Company
Ann Arbor Railroad System
Atchison, Topeka & Santa Fe Railway Company
Atlanta and Saint Andrews Bay Railway Company
Bangor and Aroostook Railroad Company
Belt Railway Company of Chicago
Bessemer and Lake Erie Railroad Company

*—Boston and Maine Corporation
Burlington Northern Railroad Company
Butte, Anaconda & Pacific Railway Company
Canaas Prairie Railroad Company
Canadian Pacific Limited
Central of Georgia Railroad Company

THE CHESSE SYSTEM:

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

*—Chicago, Milwaukee, St. Paul and Pacific Railroad Company
Chicago, West Pullman & Southern Railroad Company
Colorado and Southern Railway Company
Colorado & Wyoming Railway Company
Davenport, Rock Island and North Western Railway Company
Delaware and Hudson Railway Company

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

NOTES:

* - Subject to the approval of the Courts.

FOR THE CARRIERS:

FOR THE
BROTHERHOOD OF MAINTENANCE OF
WAY EMPLOYEES:

[Signatures]

Washington, D.C.
December 11, 1981