

NORFOLK AND WESTERN RAILWAY COMPANY

AGREEMENT

BETWEEN THE

NORFOLK AND WESTERN RAILWAY COMPANY

AND

MAINTENANCE OF WAY EMPLOYEES

(NORFOLK AND WESTERN AND FORMER WABASH)

REPRESENTED BY

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

EFFECTIVE JULY 1, 1986

Superseding Issue Effective January 1, 1975 (NW) and
December 1, 1963 (WAB)

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RULE 1 - SCOPE

These rules govern the rates of pay, hours of service and working conditions of all employees in the track sub-department and bridge and building sub-department of the Maintenance of Way and Structures Department listed in this rule, and other employees performing similar work recognized as belonging to and coming under the jurisdiction of

the track and bridge and building sub-departments of the Maintenance of Way and Structures Department, but do not apply to supervisory forces above the rank of foreman.

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 Department and in the Roadway Material Yard at Roanoke.

RULE 2 - SENIORITY GROUPS, CLASSES AND GRADES

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

Group 1 - Track Sub-Department

- Track Foreman
- Assistant Track Foreman
- Trackmen
- Electric Welders
- Thermit Welders
- Gas Welders
- Electric Welder Helpers
- Thermit Welder Helpers
- Gas Welder Helpers
- Track Machine Operators
- Track Machine Laborers or Helpers
- Assistant Crane Operators (Eastern Region)
- Highway Crossing Watchmen
- Leading Roadway Machine Repairmen
- Roadway Machine Repairmen
- Roadway Machine Repairmen Helpers
- Semi-Tractor Trailer Operators
- System Cooks

Group 2 - B&B Sub-Department (Divisions)

Class 1:

One roster to include the following Grades:

- Grade 1 - Carpenter Foreman
- Grade 2 - Assistant Carpenter Foreman or Lead Carpenter
- Grade 3 - 1st Rate Carpenters
- Grade 4 - 2nd Rate Carpenters (Eastern Region Only)
- Grade 5 - 3rd Rate Carpenters (Eastern Region Only)

Grade 6 - Carpenter Helpers
Grade 7 - Water Service Foreman

Class 2:

One roster to include the following Grades:

Grade 1 - Mason Foreman (Eastern Region Only)
Grade 2 - Masons (Eastern Region Only)
Grade 3 - Mason Helpers (Eastern Region Only)
Grade 4 - Mason Laborers (Eastern Region Only)

Class 3:

One roster to include the following Grades:

Grade 1 - Painter Foreman
Grade 2 - Painters
Grade 3 - Painter Helpers

Class 4:

One roster to include the following Grade:

Grade 1 - Pump Repairmen (Eastern Region Only)

Class 5:

One roster to include the following Grade:

Grade 1 - Camp Car Cooks

Group 2-A - B&B Sub-Department (Region)

Class 1:

One roster to include the following Grades:

Grade 1 - Carpenter Foreman (Eastern Region Only)
Grade 2 - 1st Rate Carpenters (Eastern Region Only)
Grade 3 - 2nd Rate Carpenters (Eastern Region Only)
Grade 4 - Carpenter Helpers (Eastern Region Only)

Class 2:

One roster to include the following Grades:

Grade 1 - Camp car Cooks (Eastern Region Only)

Group 2-B - B&B Sub-Department (System)

Class 12:

One roster to include the following Grade:

Grade 1 - Utility Carpenter

Group 3 - Roadway Material Yard - Roanoke

Class 1:

One roster to include the following Grades:

- Grade 1 - Crane Operators (Gas & Diesel)
and Bulldozer Operators
- Grade 2 - Crane Leaders
- Grade 3 - Utility Mechanics
- Grade 4 - Utility Helpers
- Grade 5 - Leading MW Mechanic
- Grade 6 - MW Mechanics
- Grade 7 - Leading Roadway Machine Repairmen
- Grade 8 - Roadway Machine Repairmen
- Grade 9 - Roadway Machine Repairmen Helpers

Class 2:

- One roster to include the following Grade:
Grade 1 - Laborers

(b) Employees having an employment relationship with the Carrier shall establish and accumulate seniority in the track Sub-Department (Group 1) in one of the following seniority districts:

<u>SENIORITY DIVISIONS</u>	<u>SENIORITY REGION</u>	<u>MILE POST LIMITS</u>	<u>DIVISION SENIORITY CONSIST</u>
Norfolk	Eastern	– 0.0 - N-255.6	Norfolk to Roanoke Including all branch lines and Norfolk Terminal

Roanoke	Eastern	N-255.6 - N-360.5	Winston-Salem to Hagerstown, Roanoke to Bluefield, Roanoke to Kelleysville, Walton to Bristol and all branch lines.
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<u>SENIORITY DIVISIONS</u>	<u>SENIORITY REGION</u>	<u>MILE POST LIMITS</u>	<u>DIVISION SENIORITY CONSIST</u>
Pocahontas	Eastern	N-360.5 - N-470.0	Bluefield to Williamson, Bluefield to Norton, Kelleysville to Deepwater and all branch lines.

Scioto	Eastern	N-470.0 -	Williamson to
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		M.P. 111	Sandusky, Portsmouth to Cincinnati and all branch lines.
Detroit	Western (WAB)	M.P. 0.0 - M.P. 20.0	Detroit to Romulus.
Ft. Wayne	Western (WAB)	M.P. 20.0 - M.P. 205.0	Romulus to Peru, Maumee, Delta and Gary Districts and all branch lines.
Decatur	Western (WAB)	M.P. 205.0 - M.P. 514.4 M.P. 376.5 - M.P. 474.0 M.P. 8.0 - M.P. 153.3 M.P. 107.0 - M.P. 167.3	Peru to Hannibal Decatur to Mitchell Landers to Bement Maroa to Farmdale Junction and all branch lines.
St. Louis Term.	Western (WAB)	M.P. 474.0 - M.P. 484.5 M.P. 2.0 - M.P. 21.4	Mitchell to Brooklyn St. Louis to St. Charles including all former IT Terminal and Luther Line.
Moberly	Western (WAB)	M.P. 514.4 - M.P. 69.9	Hannibal to Moberly
<u>SENIORITY DIVISIONS</u>	<u>SENIORITY REGION</u>	<u>MILE POST LIMITS</u>	<u>DIVISION SENIORITY CONSIST</u>
		M.P. 21.4 - M.P. 275.0 M.P. 148.0 - M.P. 337.4	St. Charles to Kansas City Moberly to Des Moines and all branch lines.

(c) On the former NW an employee entering the service after December 1, 1983 shall establish seniority on the eastern Region. Divisions will be shown for identification purposes only.

(c-1) On the former Wabash only new employees employed subsequent to

December 1, 1983, will not be required to exercise their seniority beyond their Division boundary (terminal boundaries in the case of St. Louis and Detroit) although they may voluntarily do so. This does not apply to those employees who customarily hold Groups applying to various machine operators and rail gang operations.

(d) The seniority dates in the respective Group, Class and Grade of employees in service prior to December 1, 1983 shall be the seniority dates they held immediately prior to the effective date of this Agreement.

(e) Prior rights means the seniority rights of each affected employee by geographical boundary, Group, Class and Grade, as such rights existed under Agreement in effect immediately prior to December 1, 1983.

(1) Foreman, Assistant Foreman and Trackmen who, prior to December 1, 1983, held seniority rights on Roadmaster's District will maintain prior rights to positions on fixed section gangs and on floating section gangs on their former seniority districts.

(2) Employees who, prior to December 1, 1983, held seniority rights on former division gangs will maintain prior rights to positions bulletined as division gangs.

(3) Employees who, prior to December 1, 1983, held seniority rights in former system gangs will maintain prior rights to positions bulletined as Eastern Region gangs, former system gangs.

(4) Employees holding seniority rights prior to December 1, 1983, shall not be required to exercise their seniority beyond that embraced by their prior seniority; nor will their failure to exercise such seniority rights have any adverse effect of their merger or other employee protection conditions.

(5) Floating section gangs will be advertised to the divisions with the territory where the gang is to start work specified in the bulletin. Employees will be assigned in accordance with their prior rights. Should an employee with prior rights seniority on a gang move from one prior rights territory to another, such employee may choose to stay within the confines of his prior rights territory and leave the gang provided he is not displaced within ten (10) calendar days by an employee holding prior rights in the territory to which the gang moves.

Carrier will primarily use fixed headquarters and floating section gangs on

routine maintenance.

(f) Qualified Foremen will be employed to perform track inspection work at a commensurate foreman's rate of pay. Prior right section forces will be given preference for such work. The positions shall be bulletined and assigned to work on a division basis and will be capable of performing any work within the foreman class as well as track inspection. Payment of expenses will be governed by the provisions of the applicable Agreement.

NOTE:

Each qualified foreman must have -

(1) At least -

- (i) 1 year experience in railroad track inspection; or
- (ii) A combination of experience in track inspection and training from a course in track inspection or from a college level educational program related to track inspection;

(2) Demonstrated that he -

- (i) Knows and understands the requirements of this part;
- (ii) Can detect deviations from those requirements; and
- (iii) Can prescribe appropriate remedial action to correct or safely compensate for those deviations.

(g) In order to prevent dispute among the parties it is understood that those former Virginian employees working under the agreement effective July 1, 1946, will be able to exercise their seniority to positions advertised under Section (e)(5), floating section gangs, and section (f), track inspection. They will be assigned to such positions in accordance with their seniority in conjunction with employees working under January 1, 1975 Agreement holding prior rights in the territory covered by the advertisements of said positions. However, the former Virginian employees will not be able to exercise their seniority to or work on such positions covering territory outside the geographical boundaries of their seniority or advertised to cover territory, in whole or part, outside the geographical boundaries of their seniority.

RULE 3 - SENIORITY - ESTABLISHMENT OF

(a) Persons entering the service will not establish seniority until their applications have been approved, they have passed physical examination, and have otherwise

satisfactorily met the Company's requirements for persons entering service. Rejection, if made, will be within sixty calendar days after the person performs first service in the Grade in the Class and Group employed. When persons entering service have met the Company's entrance requirements or have not been rejected within the sixty calendar days, their seniority will be established as of the date pay started in the seniority Grade in the Class and Group employed. When two or more new employees establish seniority in the same seniority Grade, Class and Group on the same date, the employing officer will determine the respective seniority standing of such employees via alphabetical ordering of their last names.

(b) Employees already in the service going to positions in a seniority Grade, Class and Group in which they have not previously established seniority will establish seniority in the new seniority Grade, Class and Group as of the date of the bulletin making such assignment.

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

(d) Employees will retain and accumulate seniority established in any seniority Grade or Grades on any roster or rosters provided for in Rule 2 while governed by the rules of this Agreement.

(e) In case of change in seniority districts, a relative proportion of the total employees affected will be transferred to and their seniority rights adjusted in the revised district, by the management, with a committee representing the employees.

(f) Western Region Only -

Employees voluntarily transferring from one sub-department to another will retain and continue to accumulate seniority in the sub-department from which transferred for a period of sixty (60) calendar days, but if they fail to return to the sub-department from which they transferred within sixty (60) calendar days, they will lose all seniority rights previously held in the sub-department from which they transferred.

RULE 4 - SENIORITY ROSTERS

(a) Seniority rosters of employees as provided for in Rule 2 will be separately compiled. Copies will be furnished Foreman, General Chairman and Local Chairmen, and be posted at convenient places available for inspection by employees interested.

Rosters will show the names of the employees and their seniority date or dates established under the rules of this Agreement, except that names of laborers will not be

included and their seniority rights will not apply until they have been in service of the Company in excess of sixty days. In computing service, the preponderating portion of each pay period will be recognized.

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

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

If a name is omitted from the seniority list this rule does not bar consideration of such cases upon the merits, providing request is made within two years from the date of the alleged service performed upon which the employee desired to establish seniority, but the burden of showing that the omission was erroneous rests upon the person claiming seniority despite the omission.

RULE 5 - SENIORITY RIGHTS

(a) Seniority rights of employees will be restricted to seniority established in a Grade or Grades on any seniority roster or rosters, and, except as provided for in Rule 8 (f) and Section (b) of Rule 11, they will have the right to exercise their preference to positions to which their seniority entitles them when forces are reduced, positions abolished, vacancies occur, new positions are created, and as provided for in Rule 17.

(b) Employees holding seniority rights in one or more of Groups 1, 2, 2-A, 2-B shall forfeit all seniority in such Groups should they be permitted to establish seniority rights in Group 3. In the event Group 3 employees are permitted to establish seniority rights in Groups 1, 2, 2-A, 2-B, they shall forfeit all seniority in Group 3.

RULE 6 - APPLICATION PRIVILEGES

(a) Employees holding seniority in Group 1 or 2 are extended the privilege of making application for bulletined positions in any Grade in any Class in Groups 1 and 2.

(b) Employees holding seniority rights in Group 3 are extended the privilege of making application for bulletined positions in any Grade in Class 1 in Group 3.

(c) Positions of Utility Carpenters will be advertised on the territory to which the position will cover. Should the advertisement cover more than one (1) seniority district, the senior qualified applicant off each district will be assigned the position if more than one position exists on that territory. Applications for positions of Utility Carpenters will

be accepted from employees covered in Rule 2, Group 2-B, Class 12, Grade 1 and Group 2, Class 1 and Group 2-A, Class 1. These positions will be advertised by the Mechanical Department in accordance with this Agreement.

(d) Employees assigned to positions of Utility Carpenters will perform any duty related to maintenance and repair of Mechanical Department facilities coming under the scope of the current agreement.

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 (except positions covered by Rule 20) will be bulletined for a period of fifteen days within fifteen days previous to or ten 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 twenty days from the date of the 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 Chairmen.

(b) Temporary positions and temporary vacancies will be bulletined as such before or at the expiration of thirty calendar days in accordance with provisions of Section (a) of this Rule 8.

(c) Bulletins covering new positions and vacancies in existing positions shall be posted on a regional basis and specify the geographical extent to which the position(s) are to be worked (e.g., district, division, regional).

(d) Assignments shall be made:

- (1) On the basis of prior rights to the senior employee holding seniority by the geographical boundary, Group, Class and Grade bulletined.
- (2) Those furloughed employees and employees who are working in lower grades or ranks within the principles outlined in No. 1.
- (3) In the event position is not filled by employees from 1 and 2 above, the preference to fill the position will be given to employees holding seniority

in each successive lower grade within the geographical boundary of the Group and Class of the position bulletined.

(4) If the position is not filled by 1 through 3 above, preference to filling the position would be given to the Senior employee on the Division in accordance with the principles set forth in No. 3.

(5) If the position is not filled by 1 through 4 above, preference to filling the position would be given to the senior employee on the Region in accordance with the principles set forth in No. 3.

In application of 3, 4, and 5, seniority shall prevail if fitness and ability are sufficient, of which management shall be the judge, subject to appeal pursuant to Rule 30.

(e) All employees, bidding to positions other than Trackmen or Helper and who are subsequently awarded such position, must hold and remain on the awarded position for no less than 90 calendar days unless they are displaced by a senior employee. This provision will not apply when an employee is bidding to upgrade himself. However, this provision will apply to the higher position when it is awarded to the employee.

(f) If any employee has the opportunity to bid a position and does not bid, the employee will not be allowed to displace that position or any other position on that gang until displaced from a subsequent position.

RULE 9 - FORM OF BULLETIN
Norfolk and Western Railway Company
Maintenance of Way Department

BULLETIN NO. _____

(Place)

(Date)

ALL CONCERNED:

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

POSITION:

RATE OF PAY:

FIRST DAY OF WORK:

ASSIGNED REST DAYS:

PRESENT POINT OF LOCATION:

PERMANENT OR TEMPORARY:

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

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

(Name)

(Title)

Copy: _____
General Chairmen

RULE 10 - FORM OF ASSIGNMENT

Norfolk and Western Railway 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 follows:

Awarded to _____

Now located at _____

Remarks _____

(Name)

(Title)

Copy: _____
General Chairmen

RULE 11 - QUALIFYING

(a) Employees already in the service and who become assigned or appointed to bulletined positions in a seniority Grade in a Class and Group in which they have not established seniority and fail to qualify for such positions within thirty calendar days, will not establish seniority as a result of filling positions for which they fail to qualify. Employees will be given a maximum of thirty calendar days after being assigned within which to qualify but may be disqualified at any time within the thirty-day period provided for herein. If an employee is not disqualified during or at the end of such thirty-day calendar period, he shall be considered as qualified.

If they fail to qualify for permanent positions they will within ten days from date disqualified return to positions last held if such positions still exist and are held by junior employees; in the event positions no longer exist or are held by senior employees, they will within ten days from date disqualified exercise seniority rights in accordance with Rule 5.

If they fail to qualify for temporary positions they will within ten days from date disqualified return to positions last held if such positions still exist and are held by employees who were assigned to the positions by bulletin, but in the event their former positions no longer exist or have been filled during their absence by senior employees exercising displacement rights, they will within ten days from date disqualified exercise seniority rights in accordance with Rule 5.

New employees and employees already in the service who have not established seniority as Roadway Machine Operators, shall, if assigned or appointed to positions as Roadway Machine Operators, qualify for such positions at the rate of pay equal to 90% of the rate paid for the positions attempting to qualify on. This 90% rate will only be allowed twice during any calendar year and all subsequent qualifying will be on the employee's own time and expense. Such persons will not be placed in charge of roadway machines until after they have qualified to operate such roadway machines.

(b) Assignments by bulletin or through exercise of seniority rights of employees holding seniority as Roadway Machine Operators to positions as operators of particular types of roadway machines for which they have not qualified, will be based upon fitness, ability and seniority, management to be the judge. No employee holding seniority as Roadway Machine Operator will be placed in charge of a particular type of

roadway machine until after he has qualified to operate such machine. Such qualification must be made within the ten calendar days. Qualification shall be at the rate of pay equal to 90% of the rate paid for the position attempting to qualify on. This 90% rate will only be allowed twice during any calendar year, and all subsequent qualifying will be on the Machine Operator's own time and expense.

If such employees fail to qualify for bulletined permanent positions within the ten days referred to they will within ten calendar days from date disqualified return to positions last held if such positions still exist and are held by junior employees. If their former positions no longer exist or are held by senior employees they will be permitted to exercise seniority rights within ten days from date disqualified to any other roadway machines if their seniority entitles them to such positions and they have qualified for such machines prior to expiration of the ten-day qualifying period provided herein, or they will within ten days from date disqualified exercise seniority in any other Grade in a Class and Group in which they have established seniority rights.

If such employees fail to qualify for bulletined temporary positions within the ten days referred to, they will within ten days from date disqualified return to positions last held if such positions still exist and are held by employees who were assigned to the positions by bulletin, but in the event their former positions no longer exist or have been filled during their absence by senior employees exercising seniority rights they will within ten days from date disqualified be permitted to exercise seniority rights to any other roadway machines if their seniority entitles them to such positions and they have qualified for such machines prior to expiration of the ten-day qualifying period provided for herein, or they will within ten days from date disqualified exercise seniority in any other Grade in a Class and Group in which they have established seniority rights.

In the event employees holding seniority as roadway machine operators exercise displacement rights to permanent or temporary positions on roadway machines for which they have not qualified to operate, and they fail to qualify for such machines within the ten days referred to, they will within ten days from date disqualified be permitted to exercise seniority rights to any other roadway machines if their seniority entitles them to such positions and they have qualified for such machines prior to the expiration of the ten-day qualifying period provided herein, or they will within ten days from date disqualified exercise seniority in any other Grade in a Class and Group in which they have established seniority rights.

In the event a roadway machine operator fails to qualify s operator of a particular type of roadway machine he is unable to return to the position last held as herein above provided, his seniority does not permit him to displace a junior employee on a particular type of roadway machine in which he has qualified to operate, and he does not hold seniority rights in any other Grade in a Class and Group, such employees will be considered a furloughed employee.

RULE 12 - TRADING POSITIONS

Trading of positions will not be permitted, except upon approval of the management and the General Chairman, and without expense to the Company, each case will be considered upon its merits.

RULE 13 - FILLING NEW POSITIONS AND VACANCIES PENDING BULLETINING AND ASSIGNMENT

(a) This section (a) of Rule 13 does not apply to positions or vacancies of Section Foreman, Assistant Section Foreman, Assistant Yard Foreman, Laborers, but apply to Roadway Machine Laborers as hereinafter provided.

Bulletined permanent new positions will be filled temporarily from the date work is begun until assignment is made. Bulletined permanent vacancies will be filled temporarily pending assignment. Temporary positions and vacancies will be filled pending bulletining and assignment. All of the foregoing positions and vacancies will be filled as follows: By senior employees holding seniority in the seniority Grade and in the seniority Class and Group in which the vacancy occurs, who are not occupying positions in such seniority Grade (and who occupy positions with basic rates of pay less than those of the positions or vacancies referred to herein), and who are available for service and on the Division in which such positions or vacancies occur. The same method shall be used in filling new positions and vacancies pending bulletining and assignment which occur in Group 3. (Employees holding seniority as Roadway Machine Operators will be considered available only for particular types of roadway machines which they have qualified to operate according to Rule 11.)

In the event a Group 2 force or gang is transferred for temporary service as provided for in Rule 17, and positions or vacancies occur therein as referred to in this Section (a) of Rule 13, such positions or vacancies will be filled by the senior available employees holding seniority in the Grade and in the Class in Group 2 of the Division from which the force or gang originated, and who are not occupying positions in such seniority Grade in the Class and Group in which such positions or vacancies occur (and who occupy positions with basic rates of pay less than those of the positions or vacancies referred to in this Section (a)).

Bulletined permanent positions of Roadway Machine Laborers will be filled temporarily from date work is begun until assignment is made. Bulletined permanent vacancies of Roadway Machine Laborers will be filled temporarily pending assignment. Temporary positions and vacancies of Roadway Machine Laborers will be filled pending bulletining and assignment. All of these positions and vacancies will be filled for their duration by using furloughed Roadway Machine Laborers who are available

for service and on the Division on which such positions or vacancies occur. In Division, effort will be made to observe the principle of seniority.

(b) An employee used for temporary service on or off his seniority district, or assigned to a bulletined temporary position or vacancy when released may return to his former position or shall within ten days after being released exercise seniority rights to any position bulletined or any vacancy which occurred during the period he was used in or assigned to temporary service; except, however, in event his former position has been abolished, or has been filled during his absence by a senior employee exercising displacement rights, he shall exercise seniority rights within ten days after being released. Exercise of seniority rights as provided for in the Section (b), Rule 13, do not apply when an employee is released from a temporary position account of being disqualified as Rule 11 governs in such cases.

(c) Eastern Region Only -

The assistant crane operator roster will be comprised of the existing system machine laborers roster and subsequently, any employee on that roster bidding on and assigned to a position as assistant crane operator will be subject to the following qualifying requirements:

(1) Any employee assigned to an assistant crane operator position will have ten (10) days in which to qualify under the operating rules as a motor car operator. An employee moving to a new territory as a result of being appointed to a different position will be required within thirty days to qualify as a pilot under the operating regulations on that territory.

(2) Employees assigned as assistant crane operators will have 120 days in which to become qualified as a crane operator. They will not thereby establish seniority as a crane operator but will be available to relieve on the crane when necessary.

(d) Eastern Region Only -

Machine laborers presently assigned to cranes will be given the option of remaining as currently carried as machine laborer or of upgrading himself to the position of Assistant Crane Operator under the terms of this Agreement. At such time as the existing positions of machine laborers with cranes become vacant because of displacement, retirement, etc. of the present incumbent, the vacancy thus created will be established as an Assistant Crane Operator position. Any present incumbent as of August 29, 1979, will not have to upgrade himself until he voluntarily leaves the position.

RULE 14 - FORCE REDUCTION

(a) Not less than five working days' notice will be given employees assigned to permanent positions including laborers, positions covered by Rule 20, and employees assigned to bulletined temporary vacancies before force reductions are to be made. The provisions of Rule 15 of this Agreement shall constitute an exception to the foregoing requirements of this Rule 14(a).

(b) When force reductions are made, positions are abolished or displacements occur, employees affected, other than fixed headquarters trackmen shall, within ten days, exercise their seniority to positions to which their seniority entitles them. Employees other than fixed headquarters trackmen shall exhaust all seniority rights before being considered furloughed, and failing to do so, will forfeit all seniority established under provisions of this agreement, except as provided for in Section (b) of Rule 11 and Rule 17. Employees who are cut off or displaced and used for temporary service before asserting displacement rights, shall have ten days after being released from temporary service in which to exercise seniority rights in accordance with provisions of this rule.

Fixed headquartered trackmen shall have the right to exercise seniority as such to other gangs, but will not be required to do so. When done, seniority must be exercised within ten days. Where it is not done, fixed headquarters trackmen status becomes that of furloughed employees. Employees cut off or displaced from positions in other Grades, Classes and Groups must exercise displacement rights.

An employee exercising displacement rights under this rule must do so prior to the assigned quitting time of the employee being displaced and will be responsible for protecting the assignment selected on its next regular work day unless otherwise arranged under Rule 24.

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

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

(e) The employee displaced from an assignment may continue on such assignment until the displacing employee actually starts work thereon, in which event the 10-day period for the exercise of rights under this rule by the displaced employee will then begin.

(f) Employees exercising seniority rights in accordance with Paragraph (b) of this rule will not be required to displace onto position having fixed headquarters.

RULE 15 - EMERGENCY FORCE REDUCTION

(a) No advance notice will be required before positions are temporarily abolished or forces are temporarily reduced where a suspension of the Carrier's operations in whole or in part is due to a labor dispute between the Carrier and any of its employees.

(b) Except as provided in Paragraph (a) hereof, no advance notice to employees before temporarily abolishing positions or making temporary force reductions will be required under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire, or a labor dispute other than defined in Paragraph (a) hereof, provided that such conditions result in suspension of the Carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing rules.

RULE 16 - RETENTION RIGHTS

Furloughed employees desiring to retain their seniority rights must file their address and phone number in writing with the Supervisor-MW Personnel, Roanoke, Virginia, within ten calendar days from date of the first reduction occurring after the effective date of this Rule 16. (Furloughed B & B Sub-Department employees should advise the Supervisor -B&B on their home divisions.) Thereafter, renewal of such notice will not be required after such first notice is filed, but the Supervisor -MW Personnel or Supervisor -B&B must be immediately notified in writing of any change in address and telephone number. Failure of employees to comply with these provisions (except phone number) or to return to the service within ten calendar days after being officially notified in writing, without satisfactory reason for not doing so, or unless a leave of absence has been obtained, will cause forfeiture of all seniority rights.

RULE 17 - RESTORATION OF POSITIONS

(a) Bulletined positions which are abolished or cut off and restored within 110

calendar days will not be rebulletined as new positions unless the employees who were assigned to them when abolished or cut off do not desire to return to them. If employees do not desire to return and occupy such positions when restored, their positions will then be bulletined under provisions of Rule 8. Employees displaced by others when positions were abolished, may similarly return to positions on which they were displaced, if they desire, when positions are restored within 110 days and employees formerly assigned to them return to them. Return to positions formerly held hereunder must be within ten days.

Where positions are cut off and the supervisory officer notifies the men or force cut off that indications are the force or positions will be restored within 110 calendar days, employees may defer exercising seniority on other positions with the view of returning to their former positions under the first paragraph of this Rule. If, however, the force or positions have not been restored at the end of 110 calendar days, employees must within ten days exercise displacement rights under Rule 5, that is, the employees must exercise displacement rights in such a case within 120 calendar days after their forces or positions are cut off.

(b) Where Production Force positions are cut off at the expiration of the Production period and where these positions are to be restored at the following production period, employees assigned to such positions may be recalled to the force to which assigned in lieu of being recalled in seniority order. Such employees will be considered in permanent status and will fill the position pending advertisement and assignment.

Employees cut off and making displacement in accordance with Rule 14(b), may make such election after exhausting all seniority rights and assuming furloughed status.

NOTE: The Notice of Release Form will indicate when employees are furloughed under this Rule.

NOTE: Both sides recognize that there may be special circumstances which may arise as to the intent and application of this rule in individual cases. If so, the General Chairman may handle with the highest designated officer of the Carrier.

RULE 18 - TRANSFER FOR TEMPORARY SERVICE

(a) Employees may be transferred for temporary service from one seniority district to another on which they do not hold seniority rights provided, however, that

employees holding seniority rights on district to which employees from another district have been transferred for temporary service will be permitted to displace employees transferred provided further, however, that such displacement will not be permitted until after the expiration of five working days. Employees will not be transferred for other than temporary service to a seniority district on which they do not hold seniority unless they so desire.

(b) In event temporary service continues for more than thirty calendar days, employees who have not been displaced as contemplated in Paragraph (a) of this Rule 18 may return to their seniority district and exercise seniority rights as provided for in the Rules of this Agreement.

(c) During the period employees are transferred with their positions for temporary service from one seniority district to another on which they do not hold seniority, their positions will not be bulletined as new positions or vacancies on either seniority district.

(d) Employees temporarily transferred by direction of the Management for service on a seniority district in which they do not hold seniority rights will retain and accumulate all established rights.

RULE 19 - OFFICIAL POSITIONS

Employees who have been or may be promoted from the ranks to fill official, subordinate official, or excepted positions with the Company or official positions with the Brotherhood of Maintenance of Way Employees, will retain their seniority rights in the class of service and on the district from which promoted only in accordance with Appendix D.

RULE 20 - RETIRED EMPLOYEES

Employees, covered by this Agreement, who may be granted an annuity on account of physical disability when less than sixty-five years of age, under the Railroad Retirement Act, shall retain and continue to accumulate all seniority rights until the age of Sixty-five is reached. Such vacancies will be bulletined as permanent vacancies. In the event of recovery and return to active service, the employee may return to his

former position, unless declared physically unfit by the Management, and if seniority permits, or otherwise exercise his seniority rights by displacing any employee junior in service, in any Grade in a seniority Class and Group in which he has established seniority. Employees displaced by his return may exercise their seniority in the same manner. Exercise of seniority rights as provided for in this Rule 20 shall be subject to Rule 5.

RULE 21 - PERSONAL INJURIES

Employees injured at work will be required to make a detailed written report of the circumstances of the accident just as soon as they are able to do so after receiving medical attention. Proper medical attention shall be given at the earliest possible moment and employees will be permitted to return to work just as soon as they are able to do so, without signing a release pending final settlement of the case.

RULE 22 - LEAVE OF ABSENCE

(a) When the requirements of the service will permit, employees upon written request, may be granted leave of absence in writing for a period not exceeding sixty days. Extension of such leave of absence may be granted by approval of the proper officer of the Company and the General Chairman. Employees will not be allowed to enter into other business while on leave of absence, except in accordance with Rules and Regulations for the Government of the Operating Department. Should they enter other business without special permission, they will lose their former 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 or appointed as representatives of employees shall be considered on leave of absence and shall retain their seniority rank and rights if asserted within thirty days after released from expected employment.

Days on which compensated service is rendered by an employee as a representative of employees while on leave of absence under the provisions of this Rule, shall upon the employee's return to the active service of the Carrier, be counted in computing number of years of continuous service with the Carrier for qualifying purposes for vacation and personal days. Such years of service shall be verified by the office of General Chairman and furnished to the Carrier.

RULE 23 - RETURN AFTER ABSENCE

Except as provided for in Rule 20, 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 ten days thereafter, exercise seniority rights to any position bulletined or vacancy which occurred 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 23 shall be subject to Rule 5.

RULE 24 - DETAINED FROM WORK

An employee desiring to be absent from service must obtain permission from his foreman or the proper officer. An employee detained from work on account of sickness or for other avoidable cause shall notify his foreman or the proper officer as early as possible.

RULE 25 - CAMP CARS

Camps, Camp Cars and/or highway trailers shall be adequate for the purpose and maintained in a clean, healthful and sanitary condition. Permanent camp cars used for road service will be equipped with springs consistent with safety and character of car and comfort of employees. It will be the duty of the foreman to see that cars are kept clean. When necessary, in the judgement of the Management, kitchen and dining cars will be furnished and equipped with stoves, utensils and dishes, in proper proportion to the number of men to be accommodated.

The Company will continue to furnish suitable beds or bunks in camps, camp cars and/or highway trailers. In lieu of furnishing mattresses, pillows, bed linens, blankets, towels and soap, (on the former WAB only the Carrier will furnish mattress, pillow and blanket), the Railway Company will allow 30 cents per calendar day, including rest days and holidays, to each employee during any time that he is assigned to a position in a type of service the nature of which regularly requires him throughout his work week to live away from home in a camp, camp car or highway trailer. The foregoing allowance will not be payable for work days on which the employee is absent from service for reasons of his own accord, including time off on vacation, or for rest days or holidays if the employee is absent from service of his own accord when work is available to him on the work day preceding or the work day following said rest days or holidays. The foregoing allowance will also not be payable when an employee is takes away from his camp, camp car or highway trailer and furnished meals and lodging by the Company or reimbursed for necessary meal and lodging expenses. When payable, the foregoing allowance will be paid for in the same manner as meal allowances provided for in Rule 43, Part 1(a), as hereinafter revised.

RULE 26 - WATER AND ICE

The Management will see to it that an adequate supply of water and ice suitable for domestic use is made available to employees. Both parties recognize in all cases that ice may not be reasonably available.

RULE 27 - 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 workman.

RULE 28 - TRANSFERRING HOUSEHOLD GOODS

Employees transferred by direction of the Management to positions which necessitate a change of residence will receive free transportation for themselves, dependant members of their families and household goods, when it does not conflict with state or federal laws.

Employees exercising seniority rights to new positions or vacancies which necessitate a change of residence will receive free transportation for themselves, dependant members or their families and household goods, when it does not conflict with state or federal laws. Free transportation of household effects under this circumstance need to be allowed more than once in a twelve month period.

RULE 29 - FURNISHING OF COOKS

The Company will furnish cooks for all carpenter, mason, paint, fence, welding and small extra gangs consisting of 10 men or over who are in camps, camp cars, except where boarding arrangements are handled by ration contractor. This will not apply to permanent camps located at terminal points.

On system gangs, when a cook is provided and where such cook is required to prepare daily meals for 16 men or over, an employee or employees from the gang will be used to assist the cook or to perform whatever other functions are required on or around the cook or camp cars, as follows:

16 - 30	-	1 employee
31 or more	-	2 employees

Both sides recognize that there may be special circumstances when additional assistance is needed. If so, the General Chairman will handle with the highest designated officer of the Carrier.

An employee, on days used to assist the cook, will be required to work the same hours as the cook and will be paid at the employees' applicable rate for the same actual time allowed the majority of the gang.

NOTE: The provisions of the first paragraph (increasing number from six to ten) will only apply to B&B gangs as the cooks employed with the B&B gangs on the effective date of this agreement attrite out.

RULE 30 - DISCIPLINE AND GRIEVANCES

(a) An employee who has been in service more than sixty (60) calendar days shall not be disciplined or dismissed without a fair and impartial investigation, at which investigation he may be assisted by duly authorized representatives. He may, However, be held out of service, except for minor offenses, pending such investigation.

The employee will be given not less than ten (10) days' advance notice, in writing, of the date of the investigation which shall set forth the precise charge against him with a copy to the General Chairman. The investigation shall be held within 30 days of first knowledge of the offense. At the request of either party the investigation will be postponed; however, such investigation will not be postponed in excess of ten (10) calendar days beyond the date first set except by mutual agreement.

A written transcript of statements taken at the investigation will be made, and a copy furnished to the duly authorized representative at the time the decision is rendered. Decision will be rendered in writing to the employee and his representative within twenty (20) days after completion of the investigation unless an extension of time is agreed upon.

It is recognized that the Carrier is responsible for insuring that an accurate transcript of the investigation proceedings is made. However, this will not preclude the use of comparable equipment by the employee or his duly authorized representative to make record of the proceedings for their own use.

(b) The term "duly authorized representative" shall be understood to mean a member of the regularly constituted committee or an officer of the organization duly authorized to represent the employee in accordance with the Railway Labor Act, as amended.

(c) An employee who has been notified to appear for an investigation shall have the option, prior to the investigation, to discuss with the appropriate Carrier official and General Chairman or representative designated by the General Chairman, the act or occurrence and the employee's responsibility, if any.

If disposition of the charges is made on the basis of the employee's acknowledgment of responsibility, the disposition shall be reduced to writing and signed by the employee and the official involved and shall incorporate a waiver of investigation and shall specify the maximum discipline which may be imposed for the employee's acceptance of responsibility.

Disposition of cases under this paragraph (c) shall not establish precedence in the handling of other cases.

(d) No minutes or other record will be made of the discussions and, if the parties are unable to reach an agreed upon disposition on this basis, no reference shall be made to these discussions by either of the parties in any subsequent handling of the charges under the discipline procedure.

(e) The right of appeal in the usual manner is accorded under provisions of Rule 31.

(f) If the charge against the employee is not sustained, it shall be stricken from the record and employee reinstated and paid for the assigned working hours actually lost, less that amount earned from time of suspension until reinstated.

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

(h) An employee who considers himself otherwise unjustly treated shall have the same right of hearing and appeal as provided for in this Rule 30 if written request is made to his immediate superior within ten calendar days of cause complaint. This rule does not apply to grievances in connection with time claims, which must be submitted and progresses in accordance with the provision of Rule 31.

(i) Prior to the assertion of grievances as herein provided, and while questions of grievances are pending, there will be neither a shutdown by the employer nor a suspension of work by the employees.

RULE 31 - TIME LIMIT ON CLAIMS

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

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty 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 sixty-day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

(c) The requirements outlined in Paragraphs (a) and (b), pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within nine months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate 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 nine months' period herein referred to.

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

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

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

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

RULE 32 - BASIC DAY

Except as otherwise provided in these rules, eight consecutive hours, exclusive of the meal period, shall constitute a days work.

RULE 33 - FORTY-HOUR WEEK

Section 1. General

(a) The expressions “positions” and “work” used in this Rule 33 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.

(b) Subject to the exceptions contained in this Rule 33, a work week shall consist of 40 hours, (five days of eight hours each) with two consecutive days off in each seven; The workweeks 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 agreement which follow:

(1) Five-day positions:

On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

(2) 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.

(3) Seven-day positions:

On positions which have been filled seven days per week any two consecutive days may be rest days with the presumption in favor of Saturday and Sunday.

(4) Regular Relief Assignments:

(I) All possible regular relief assignments with five days of work and two consecutive rest days will be established to so 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 may be assigned under the rule of this agreement. Where no guarantee rule now exists such relief assignments will not be required to have five days of work per week.

Regularly assigned occupants of regular relief positions shall be paid the rates applicable to positions on which relief service is performed. Work on rest days not covered by assignments referred to in this rule may be performed by extra or unassigned men if available who will, except as otherwise provided in this agreement, be paid pro rata rates therefor.

(II) Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same Grade in the same Class and Group, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

(III) Regular relief assignments will be concentrated as much as practicable, consistent with train service, and to avoid unnecessary travel. Free railroad transportation for necessary travel in providing relief will be made available to relief employees.

(5) Deviation from Monday - Friday Week:

If in positions or work extending over a period of five days per week, an operational problem arises which the carrier contends cannot be met under the provisions of Rule 33, Section 1(b), (1), above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the rules of this agreement.

(6) Non-consecutive Rest Days:

The typical work week is to be one with two consecutive days off, and it is the Carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by Paragraphs (2), (3) and (4), the following procedure shall be used:

- (I) All possible regular relief positions shall be established pursuant to Section 1, Paragraph (b) (4) of this Rule.
- (II) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
- (III) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
- (IV) Other suitable or practical plans which may be suggested by either or the parties shall be considered and efforts made to come to an agreement thereon.
- (V) If the foregoing does not solve the problem, then some of the relief or extra men may be given non-consecutive rest days.
- (VI) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two consecutive days off.
- (VII) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.

(VIII) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the rules of this agreement and in such proceedings the burden will be on the carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five days per week.

(7) Rest Days of Extra or Furloughed Employees:

To the extent extra or furloughed men may be utilized under the rules of this agreement or practices, their days off need not be consecutive; however, if they take an assignment of a regular employee they will have as their days off the regular days off of that assignment.

(8) 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 on Monday.

(9) Sunday Work:

Existing provisions that punitive rates will be paid for Sunday as such are eliminated. The elimination of such provisions does not contemplate the reinstatement of work on Sunday which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may be in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may be necessary is not required. Changes in amount or nature of traffic or business and seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that types of work which have not been needed on Sundays will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.

(10) Work on Assigned Rest Days:

Except as otherwise provided in this agreement, regularly assigned employees who are assigned, notified or called to work on either or both of their assigned rest days 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.

(11) Changing Assigned Rest Days:

When regularly assigned rest days are changed the employee or employees occupying the position or positions affected will be given not less than

thirty-six hours advance notice.

(12) Work on Unassigned Days:

Where work is required by the carrier to be performed on a day which is not 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 employees.

(13) Nothing in this Agreement shall be construed to create a guarantee of any number of hours or days of work where none now exist.

RULE 34 - HOURS PAID FOR

(a) Regular established daily working hours will not be reduced below eight hours per day to avoid making force reductions.

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

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

RULE 35 - BEGINNING AND ENDING OF DAY

Employees with headquarters on line who are not assigned camp cars or motel accommodations will start and end their time at designated assembly points on the property, such as Tool House, Camp Cars, Carpenter Shops, Stations or such designated Carrier facilities suitable for the purpose. Employees, when lodged in motels, will start and end their time at the motel designated by the Company, closest to their work site. If instructed to start and end their time at the job site, they will be paid travel time at the straight time rate of two (2) minutes per mile traveled to and from their motel and the job site.

RULE 36 - HOURS OF SERVICE

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

(b) Employees working single shifts, regularly assigned exclusively to day service, will start work period between 6:00 A.M. and 8:00 A.M.

(c) Employees working single shifts, regularly assigned exclusively to part day and part night service, will start work period between 3:00 P.M. and 6:00 P.M.

(d) Employees working single shifts, regularly assigned exclusively to night service, will start work period between 6:00 P.M. and 9:00 P.M.

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

RULE 37 - HOLIDAY WORK

Except as otherwise provided in these rules, employees assigned, notified or called to work on the following holidays, namely, New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve (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 on the actual minute basis for work performed at the rate of time and one-half with a minimum allowance of 2 hours 40 minutes or less. The provisions of this rule shall not apply to employees who work on holidays at their own request in which event they shall be paid at the pro rata rate.

RULE 38 - HOLIDAY PAY

The provisions of Article II of the National Agreement of August 21, 1954 as revised, are applicable to the employees covered by this agreement. A synthesis of such provisions is attached hereto as Appendix "A".

RULE 39 - OVERTIME

(a) - NW only - Except as otherwise provided in the sub-paragraph of this Paragraph (a), of Rule 39, time worked preceding or following and continuous with the regularly assigned eight-hour work period shall be computed on actual minute basis and paid for at time and on-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 service in emergencies, the starting time of such employees will be considered as of the time they commence work or are required to report. This shall not affect the present provisions of this agreement covering meal periods.

Except as otherwise provided in Paragraphs (b) and (c) of this Rule 39, and Rule 37, employees who perform relief service on two or more positions within a twenty-four hour period will be paid straight time for the first eight hours worked on each position.

(a-1) - Former WAB only - Time worked preceding or following and continuous with the regularly assigned eight (8) 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 (16) continuous hours of work in any twenty-four (24) hour period computed from starting time of the employee's regular shift.

NOTE - In the application of Paragraph (a - 1) of this rule, employees required to work continuously from one regular work period into another regular work period in an emergency will be paid on the basis of time and one-half for the actual time worked during the second regular work period until relieved from such emergency work, and pro rata or straight time rate for the remainder of the time worked during the regularly assigned work period. This shall not apply to the provisions of this agreement as to meal periods.

(b) Provisions in existing rules which relate to the payment of daily overtime shall remain unchanged. Work in excess of 40 straight time hours in any work week shall be paid for at one-half times the basic straight time rate except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under Section 1, (b), (6), (III), of Rule 33.

(c) Employees worked more than five days in a work week shall be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work weeks, except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under Section 1, (b), (6), (III), of Rule 33.

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 40 hours per week, nor shall time paid for in the nature of special allowances such as attending court, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in

computations leading to overtime.

RULE 40 - CALLS

(a) 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.

(b) Except as otherwise provided for in these rules, time worked on regular lay-off days, when assigned to less than five days per week, will be paid for at the pro rata rate when the entire number of hours constituting the regular week-day assignment are worked. When notified or called on such days to work less number of hours than constitutes a day's work within the limits of the regular week-day assignment, employees will be paid a minimum of 4 hours at pro rata rate for 2 hours and 40 minutes work or less, and at the pro rata rate after 2 hours and 40 minutes of each tour of duty.

(c) This rule will not apply where by agreement extra hours are worked on lay-offs to make up time lost in order to permit weekend trips home or account of inclement weather. Such time to be paid for at pro rata rate for actual hours worked.

RULE 41 - ABSORBING OVERTIME

Employees will not be required to lose time during any regularly assigned work period for the purpose of absorbing overtime.

RULE 42 - 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 employee 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 this Section (e) of this Rule 42, when employees

are notified or called to perform work not continuous with the regular work period, the employee or employees working in 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 (e) of Rule 42 will apply regardless of whether or not the work is stopped for a meal period.

RULE 43 - TRAVEL TIME AND EXPENSE

I. Employees in Camp Cars, Camps and/or Highway Trailers:

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

(1) If the Company provides cooking and eating facilities and pays the salary or salaries of necessary cooks, each employee shall be paid a meal allowance of \$3.00 per day.

(2) If the 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 \$6.00 per day.

(3) (a) NW

If the employees are required to obtain their meals in restaurants or commissaries, each employee shall be paid a meal allowance of \$9.00 per day.

(3) (b) WAB

If the facilities referred to in (1) and (2) above are not provided such employees will be reimbursed for the actual cost of meals. (WAB employees)

(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.

(b) When taken away from and unable to return to their camp cars, camps or highway trailers on any day, such employees will be furnished meals and lodging by the Company or reimbursed for necessary meal and lodging expenses. Lodging furnished by the Company shall be adequate for the purpose and maintained in a clean, healthful and sanitary condition. This paragraph (b) 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. This Paragraph (b) will also not apply to employees transferred to temporary service from one seniority district to another on which they do not hold seniority rights when furnished with living quarters or outfit cars.

(c) When such employees are required by Management to travel from one work point to another, time spent in such traveling will be paid for at straight time rate during or outside of regularly assigned hours or on a rest day or holiday.

(d) Such 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.

(e) When such an employee is not furnished means of transportation by the Company from one work point to another and he uses other forms of transportation for this purpose, he shall be reimbursed for the cost of such other transportation. If authorized to use his personal automobile for this purpose in the absence of transportation furnished by the Company, he shall be reimbursed for such use of his automobile at the applicable rate. If an employee's work point is changed during his absence from 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 former work point.

II. Employees not in Camp Cars, Camps or Highway Trailers

Such employees who are required in the course of their employment to be away from their headquarters point as designated by the Company, including employees filling relief assignments or performing extra or temporary service, shall be compensated as follows:

(a) The Company shall designate a headquarters point for each regular position and each regular relief position. For employees other than those serving in regular positions or in regular assigned relief position the Company 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 such employees are unable to return to their headquarters point on any day, they shall be furnished meals and lodging by the Company or reimbursed for necessary meal and lodging expenses as per Paragraph (e) of this rule. This Paragraph (b) not to apply to employees customarily carrying midday lunches and not being held away from their assigned headquarters an unreasonable time beyond the evening meal hour.

(c) Such an employee shall be furnished with free transportation by the Company in traveling from his headquarters point to another point and return, or from one point to another. If he has an automobile, which he is willing to use and the Company authorizes him to use said automobile, he will be paid applicable rate 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 en route, 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 en route, necessary 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.

Such employees shall not be compensated under this Paragraph (d) for any time spent in traveling during hours paid as working time at either straight time or overtime rates. Such employees will also not be allowed time while traveling in the exercise of seniority rights, or between their homes and designated assembly point, or for other personal reasons.

NOTE: None of the provisions of this Rule 43 shall apply to employees on any day or during any period when they are subject to the provisions of Rule 46 or Rule 54 of this agreement.

(e) (1) It is the intention of the Company to arrange and pay for lodging facilities which are adequate for the purpose, where applicable, with the assignment of not more than two (2) employees to a room with separate beds. Employees who, of their own accord, fail to occupy such lodging facilities after accommodations have been reserved will be liable for the cost of that portion of the lodging accommodations. Employees will also be liable for any damage to accommodations due to their improper actions.

(2) Where applicable, employees entitled to reimbursement for necessary incurred meal expenses will be paid a meal allowance as follows:

Breakfast -	\$ 3.00
Lunch -	4.00
Dinner -	<u>5.00</u>
	\$12.00 - Daily total for three meals

(3) This provision will not affect or apply to employees covered under agreement provisions providing for daily camp car meal allowances.

(4) In lieu of lodging and meal allowances, specified above, an employee working away from home and if camp car is not provided, may elect to drive his personal vehicle to and from his home and his designated assembly point on his own time and reimbursed for such mileage at the applicable mileage allowance (up to a maximum total per day of 120 miles) and be allowed \$4.00 per lunch meal expense when incurred.

(f) Transportation Special Allowance

(1) (Applicable to employees having an employment relationship with Carrier on December 1, 1983).

(a) An employee regularly assigned a position on a Roadmaster's District or terminal, shall when working off of such district or terminal, be paid an allowance of \$10.00 each week when so worked.

(b) An employee working in a gang or force permanently assigned to work over the Eastern or Western (Wabash) Region shall, when working off his division seniority, be paid an allowance of \$10.00 each week when so worked off of said division seniority. Any allowance paid under this Paragraph (b) shall be in addition to the allowance provided for in Paragraph (a) above provided such employee meets the qualifications for Paragraph (a).

RULE 44 - REPORTING - HELD ON DUTY

(a) - NW only - All hourly-rated employees covered by 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 hours. If held on duty over three hours, actual time so held will be paid for. This rule will not apply to hourly-rated employees covered by this Agreement assigned to camp cars or camps.

Employees whose regular assignment is less than four hours are not covered by this rule. (This paragraph is to cover regular assignments such as care of switch lamps or other duties requiring short periods of rest days or other days.)

(b) Former WAB only - Regular employees, except temporary or seasonal extra gang track laborers, required to report at 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 pro rata rate. If held on duty over three (3) hours, actual time so held will be paid for.

RULE 45 - MEAL PERIOD

(a) When a meal period is allowed, it will be between the ending of the fourth hour and the 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 minutes nor more than one 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 pro rata rate (time and one-half rate during regular working hours) and twenty minutes with pay in which to eat shall be afforded at the first opportunity. This does not apply to employees assigned eight consecutive hours, including allowance of twenty minutes for lunch.

NOTE: Wherever the meal period is specified in these rules it shall be the period between the time work is stopped and the time work is resumed, and shall include the time traveling from and returning to the actual working place.

(d) Employees required to remain in continuous service for more than two and one-half (2 1/2) hours after regular working hours will be permitted a meal and if they remain in continuous service will be permitted a meal after six (6) hours from the end of the last meal period taken.

RULE 46 - ASSIGNMENTS TRAVELING

Employees assigned to road service requiring variable hours will be paid a monthly rate and will be allowed necessary actual expenses while away from their headquarters.

RULE 47 - VEHICLE OPERATORS LICENSE

Where a vehicle operator's license or permit is required, the Company will refund the amount of the fee required to the employee involved.

RULE 48 - WATCHMEN

(a) Positions not requiring continuous work, such as bridge tenders, bridge watchmen and highway crossing watchmen, will be paid a monthly rate. In no case shall such monthly rate be paid at less than eight (8) hours per day for five (5) days per week. The wages for new positions will be in conformity with wages of positions of similar kind.

(b) Employees covered by this rule whose assigned hours are such that they can be relieved from duty may be worked eight (8) hours within a spread of twelve (12) hours. Not more than one (1) release shall be made in any period of service. The meal period is not to be considered a release period.

(c) Where the required service for an assignment under this rule amounts to less than eight (8) hours per day, arrangement for such reduced assignment and rate of pay will be made in conference between representatives of the railroad company and the committee representing the employees.

RULE 49 - COOKS

Cooks will be compensated at a monthly rate which shall cover all service rendered during the normal work periods in a work week. Daily hours of cooks will not be definitely assigned. Cooks will be paid at a rate of time and one-half on days in a work week for the same actual time for which the majority on the force receives overtime at punitive rate under provisions in Rule 39. When cooks are required to perform service on holidays or assigned rest days they will be paid under provisions of Rule 37 or Rule 40 for actual time the force works within the force's assigned hours, and at a rate of time and one-half for actual time worked by the force preceding or following and continuous with the force's assigned hours. New positions of cooks will be established on basis set forth in this rule.

NOTE: Make-up time contemplated in Rule 51 is not to be paid for under this rule. Application of other rules to cooks will remain unchanged.

RULE 50 - WEEKEND VISITS

Employees assigned to floating gangs will be allowed, when in the judgement of

the Management conditions permit, to make weekend trips to their home. Free transportation will be furnished consistent with the regulations. Any time lost on this account will not be paid for. Time not worked on this account may be worked at the option of the employees, if agreeable to the Company, outside of regular hours on other days at straight time for the hours so worked.

RULE 51 - MAKING UP TIME

Employees referred to in Rule 50 will be permitted, if agreeable to the Company, to work extra hours beyond eight so that weekend trips and loss of time account inclement weather will not prevent their generally getting in forty hours per week while they are working on this schedule. The exact hours worked each day must be recorded on the time sheet and not to exceed ten hours per day are to be worked in order to accomplish this purpose. No extra compensation is to allowed Foreman or Cooks account of carrying out this arrangement. The overtime provisions of this schedule will not apply while working extra hours or making up time to afford this privilege.

RULE 52 - RATES OF PAY - NEW POSITIONS

SECTION 1 - Prior Consultation

In the event a carrier decides to effect a material change in work methods involving employees covered by the rules of the collective agreement of the organization party hereto, said 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 days prior to such effectuation. If the General Chairman or his representative is available prior to the date set for the 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 agreement, 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 section 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.

SECTION 2 - 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 to 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 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 adjustments 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 a stated in Paragraph (a) hereof.

SECTION 3

Rates of pay of new positions and adjustments of rates of supervisory employees covered by the rules of the collective agreement between the parties hereto where duties and responsibilities have allegedly been expanded.

(a) If a new position has been 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 meet a mutual agreement on the subject, it will be submitted to arbitration in accordance with Paragraph (c) of this Section.

(b) If, as a 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 Section.

(c) The submission to arbitration provided for in Paragraphs (a) and (b) of this Section 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 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 days from the date of the appointment of the arbitrator necessary to complete the Board within which the said Board shall commence its hearing;

(4) Shall fix a period of thirty 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.

Sections 1, 2, and 3 above are the same as Article I, II, and III appearing in Mediation Agreement signed in Chicago, Illinois on October 7, 1959, Mediation Case No. A-5987.

RULE 53 - COMPOSITE SERVICE AND TWO OR MORE CLASSES OF SERVICE

(a) An employee working on more than one class of work 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 the reduction of force or request or fault of such employee, the rate of pay will not be reduced.

(b) This rule not to permit using regularly assigned employees of a lower rate of pay for less than half of a work day period to avoid payment of higher rates.

(c) 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.

RULE 54 - 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 of 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 55 - DIFFERENTIALS (EASTERN REGION)

(a) Carpenters and carpenters helpers, welders and welder helpers, and surface grinding machine operators used to help welders in lieu of welders helpers, when performing steel work on bridges and turntables with spans of thirty feet or over will receive six cents per hour in addition to their regular rate of pay.

(b) All mason foreman who are required to work Durmid, Pepper, Pocahontas, Elkhorn and Sandy Ridge Tunnels and tunnels on Widemouth Branch and Raitt Tunnel on Buchanan Branch will receive extra compensation at the rate of six cents per hour during the time they are actually at work in these tunnels.

(c) Carpenters, carpenters helpers, masons and mason helpers and trackmen, while actually engaged in work in Durmid, Pepper, Pocahontas, Elkhorn and Sandy Ridge Tunnels and tunnels on Widemouth Branch and Raitt Tunnel on Buchanan Branch will receive six cents per hour in excess of their regular rate.

(d) Trackmen, while actually engaged in work in the following named tunnels: Durmid, Montgomery, Pepper, Little Tom, Holbrook, Big Bull, Cregan, Honaker, Pocahontas, Elkhorn, Sandy Ridge, Hatfield, 1, 3, 4, 6, and 7 on Big Sandy, tunnels on Widemouth Branch and Raitt Tunnel on Buchanan Branch and tunnels between Vivian and Glen Alum, including Ritter and Summit Tunnels on Dry Fork and Tunnels at Eggleston, also first two tunnels East of Cedar Bluff, shall receive 4.2 cents per hour in excess of their regular rate.

(e) Trackmen, during the time they are actually engaged in operating Tie Drill Machines, Gauging Machines, rail Jacks, and Racor Spike Drilling Machines, will receive five cents per hour in addition to their regular rate of pay.

RULE 56 - VACATIONS

(a) Employees shall be granted vacations, or payment in lieu thereof, in accordance with the provisions of the National Vacation Agreement of December 17, 1941, and interpretations thereof, and amendments thereto provided in the National Agreements as last amended by the December 11, 1981 National Agreement. A synthesis of such provisions is attached hereto as Appendix "B".

(b) An employee who has been displaced or cut off may take vacation prior to exercising his seniority. The provisions of Rule 14 (b) will apply immediately following the conclusion of the vacation.

RULE 57 - ACCREDITED REPRESENTATIVE

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

(b) Disputes growing out of personal grievances and/or out of the interpretation or application of agreements concerning wages, rules, or working conditions between the parties hereto, may only be handled by the employee affected or one or more duly accredited representatives, first with the carrier designated officer and, if not satisfactorily settled, may be appealed by the employee affected 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 58 - CLASSROOM TRAINING PROGRAM

The Memorandum of Agreement concerning classroom training is made part of this agreement and is attached as Appendix C.

RULE 59 - EFFECT AND DURATION OF THIS AGREEMENT

(a) Union Shop Agreement shall continue in effect, attached hereto as Appendix "D".

(b) Union Dues Deduction Agreement continues in effect, attached hereto as Appendix "E".

(c) Article IV - Contracting Out, of the National Agreement of May 17, 1968 is attached hereto as Appendix "F".

(d) Article XI - Entry Rates, of the National Agreement of December 11, 1981 is attached hereto as Appendix "G".

(e) Article V - Jury Duty, of the National Agreement of October 30, 1978 is

attached hereto as Appendix "H".

(f) Article VII - Bereavement Leave, of the National Agreement of October 30, 1978, is attached hereto as Appendix "I".

(g) Article X - Personal Leave, of the National Agreement of December 11, 1981 is attached hereto as Appendix "J".

(h) Article IV - Employee Information, of the National Agreement of January 29, 1975 is attached hereto as Appendix "K".

(i) The Railroad Employees' National Health and Welfare Plan, as last amended by the December 11, 1981 National Agreement, will continue in effect.

(j) The Railroad Employees' National Dental Plan, as last amended by the December 11, 1981 National Agreement, will continue in effect.

(k) The Railroad Employees' National Early Retirement Major Medical Benefit Plan, as last amended by the December 11, 1981 National Agreement, will continue in effect.

(l) The January 9, 1980 Supplemental Sickness Benefit Agreement, as last amended by the December 11, 1981 National Agreement, will continue in effect.

(m) Article V of the February 10, 1971 National Agreement as last amended by the October 30, 1978 National Agreement pertaining to payment to employees injured under circumstances will continue in effect.

(n) All rates of pay in effect the effective date of this Agreement will remain unchanged until amended in accordance with the Railway Labor Act.

(o) Merger and Transaction Agreements, where applicable, shall continue in effect for those employees who are protected by the provisions thereof and shall terminate upon termination of the protected employee's status as a protected employee under its terms.

(p) The rules contained herein constitute the sole agreement between Norfolk and Western Railway Company and its employees represented by the Brotherhood of Maintenance of Way Employees governing rules, working conditions, and rates of pay of Maintenance of Way and Structures Department employees, superseding the agreements effective December 1, 1963 (former Wabash) and January 1, 1975 (former NW) and shall continue in effect until changed or terminated in accordance with the Railway Labor Act. To add continuity in the interpretation and application of the agreement minor disputes will be handled at the NW Corporate Labor Relations headquarters at Roanoke, Virginia, and they will be handled jointly by the NW and

Wabash Federation Committee or by one representing the other. This will not preclude the parties from having occasional conferences at other locations when it is mutually agreeable and reasonable.

(q) This agreement shall be effective July 1, 1986.

Signed at St. Louis this 28th day of May, 1986.

FOR THE EMPLOYEES:

FOR THE CARRIER:

General Chairman

Assistant Vice President
Labor Relations

General Chairman

General Chairman

APPENDIX "A"

The following is a synthesis of the current Holiday provisions of the National Agreement of August 21, 1954, as last amended in the National Agreement of December 11, 1981.

SECTION 1: Subject to the qualifying requirements contained in Section 3, hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

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

Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

(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 pro rata rate of the position which he otherwise would have worked. If a holiday falls on a day other than the day on which he otherwise would have worked, he shall receive eight hours' pay at 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 the 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 work week, 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 work week 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 eleven recognized holidays enumerated in Section 1 of this Article II, or any day in 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 therein provided he meets the qualification requirements specified. The "workdays" and "days" preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

APPENDIX "B"

The following is a synthesis of the current vacation provisions of the National Vacation Agreement of December 17, 1941, as last amended in the National Agreement of December 11, 1981.

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 years of such years, not necessarily consecutive.

(c) Effective with the calendar year 1982, an annual vacation of fifteen days (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

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 service of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.

(e) 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 workweeks.

(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 or 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 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 employee 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 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 has rendered no compensated service or has 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 days 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.

(1) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than 120 days in a calendar year and who returns to service in the following year for the same carrier will be granted vacation in the year of his return. In the event such an employee does not return to service 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 employees vacation period will not be extended by reason of any of the 11 recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas, and New Year's Eve) or any day which by agreement has been substituted or is observed in place of any of the 11 holidays enumerated above, or any holiday which by local agreement has been substituted thereof, 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 of their vacations.

(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 hereto 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 will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than 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 provided 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 provided 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 provided 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 form 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 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 position under this 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.

APPENDIX "C"

CLASSROOM TRAINING PROGRAM

Whereas, it is the desire of the parties signatory hereto to establish classroom training programs for employees represented by the Brotherhood of Maintenance of Way Employees, it is mutually understood and agreed as follows:

1. These programs are intended to consist of classroom instruction at a location designated by the Carrier and consistent with the provisions of this agreement.
2. The classroom instruction period(s) will be established by the Carrier and may be changed and modified at the discretion of the Carrier.
3. The number and job classification of employees in training from any seniority district will be consistent with the needs of the Carrier.
4. Selection of active employees for classroom training will be based on ability, merit and seniority in the particular classification for which program is designed. Ability and merit being sufficient, seniority shall prevail.
5. Selected employees shall be furnished appropriate instructions and training material during the training period at the designated training facility.
6. Employee who, in the Carrier's opinion, does not show satisfactory aptitude to learn and perform the work, will be released from the training program and will return to their assigned position.
7. The rates of pay, rules and working conditions shall be governed by the provisions of the schedule agreements between the parties signatory hereto. No compensation will be allowed for time employees consume in such traveling.
8. The Carrier will provide meals and lodging for employee attending training sessions, beginning on the night before the training session commences and continuing throughout the classroom training period. Transportation to and from the designated training location will be provided by the Carrier. An employee allowed to use his personal vehicle to travel to and from the Training Center in lieu of carrier-provided

transportation will be allowed mileage expense in accordance with the current agreement and up to \$4.00 for a noon meal for each trip but not to exceed the cost of carrier provided transportation. Employees failing to occupy such lodging facilities after accommodations have been reserved or employees failing to attend scheduled classroom session without a bona fide reason or pre-notifying the Company will be liable for cost of that portion of the lodging accommodations and meals.

9. This agreement supersedes agreement dated March 13, 1979, pertaining to training program for positions of Trackmen and Assistant Track Foremen. Where rules, other agreements and practices conflict with this Agreement, the provisions of this agreement shall apply.

This Agreement is effective July 1, 1986, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed at _____ this ____ day of _____, 1986

FOR THE EMPLOYEES:

FOR THE CARRIER:

General Chairman, BMW

Assistant Vice President
Labor Relations

General Chairman, BMW

General Chairman, BMW

APPENDIX "D"

It is mutually agreed to hereby amend the Union Shop Agreement and the current Agreements between Norfolk and Western Railway Company (including former WAB) and its employees in the Engineering-MW Department represented by the Organization signatory hereto as follows:

1. Any employee who is promoted to a fully excepted position subsequent to the effective date of this agreement may elect to continue to accumulate seniority within the craft represented by the organization signatory to this agreement so long as the employee pays the current applicable membership dues to the organization. In the event an employee elects not to pay dues to continue to accumulate seniority, the duly authorized representative of the organization shall notify the Carrier's highest officer designated to handle claims and grievances, with a copy to the employee involved. If within thirty (30) days after receipt of such notification, the employee has not become current in dues to the organization, the employee shall cease to accumulate seniority in the craft represented by the organization and the General Chairman shall notify the Carrier and the employee involved.

2. An employee who was promoted to a supervisory, official or fully excepted position prior to the effective date of this agreement will continue to retain and accumulate seniority without payment of membership dues to the organization.

3. In the event an employee covered by the provisions of Paragraph 1 above, who elected to continue to accumulate seniority, is subsequently relieved from such position by the Carrier (other than through dismissal for cause), the employee shall be entitled to displace a junior employee in accordance with the current agreement. In the event such an employee voluntarily relinquishes a promoted position, the employee shall be entitled to displace the junior active employee on the roster or bid on a bulletined vacancy.

For the:

Brotherhood of Maintenance of
Way Employees

General Chairman

General Chairman

General Chairman

For the:

Norfolk and Western Railway
Company

Assistant Vice President
Labor Relations

APPENDIX "D"

This agreement made this 21st day of June, 1957, by and between the Norfolk and Western Railway 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 the date of their return to such service.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leave 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 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 organization involved and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such

notice, the Carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by 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 appoint such neutral. The Carrier, The organization and the employee involved shall have the right to appear and present evidence at the hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the 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 employees 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(s) 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(s) 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 bulletining rules of the respective agreements but the employee may remain on the position he held at the time of the last decision or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the Carrier and the organization involved.

Section 7. An employee whose seniority and employment under the rules and working conditions agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employees 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 alleged violation, misapplication or noncompliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between 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 noncompliance with any provision 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 noncompliance with the provisions of this agreement shall be regarded as having terminated his employee 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, agreed upon the terms and conditions under which such provisions shall be applied; such agreement to include but not restricted to the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

Section 11. This agreement shall become effective on September 1, 1957, and is in full and final settlement of notices served upon the Carrier by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement between the Norfolk and Western Railway Company and those employees thereof represented by each of the organizations signatory hereto. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Roanoke, VA., this 21st day of June, 1957.

(Signatures omitted)

APPENDIX "D"

MEMORANDUM AGREEMENT

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

provided for in the Union Shop Agreement.

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

Signed at Roanoke, Virginia, this 21st day of June, 1957.

(Signatures omitted)

APPENDIX "E"

AGREEMENT BETWEEN THE NORFOLK AND WESTERN RAILWAY COMPANY AND THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

IT IS AGREED by and between the Norfolk and Western Railway Company (hereinafter referred to as the "Carrier") and the employees represented by the Brotherhood of Maintenance of Way Employees (hereinafter referred to as the "Brotherhood") that the following shall govern effective with deductions made from wages earned in the first payroll period of December, 1979.

SECTION 1.

(a) Subject to the terms and conditions of this Agreement, Carrier shall, without

cost, deduct from wages due employees represented by the Brotherhood, sums for initiation fees, periodic dues, and assessments (not including fines and penalties) which are uniformly required as a condition of acquiring or retaining membership in the Brotherhood. Such deductions shall be made only upon the written and unrevoked authorization of the employee in the form agreed upon by the parties hereto, copy of which is attached and a part hereof, designated as Form "A". The signed authorization may be revoked in writing at any time after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner. Revocation of the authorization shall be in the form agreed upon by the parties hereto, copy of which is attached and part hereof, designated Form "B".

(b) The Wage Deduction Authorization, Form "A", and the Wage Deduction Revocation, Form "B", shall be reproduced and furnished as necessary by the Brotherhood without cost to the Carrier. The Brotherhood shall assume full responsibility for the procurement and execution of said forms by employees and for the delivery of said forms to the Carrier.

SECTION 2

Deductions as provided for herein will be made monthly from the wages earned in the first payroll period of each month beginning December, 1979.

(a) Additions and changes for subsequent months will be made in the following manner:

(i) A list containing additions to the initial list shall be furnished to the Carrier by the Brotherhood at least ten (10) days prior to the closing date of the first payroll period of the month in which the payroll deduction will be made. This list will be accompanied by Form "A" for each employee and will conform to Form "D" attached hereto.

(ii) A list containing changes in amount of money to be thereafter deducted, or changes in lodge number, shall be furnished to the Carrier by the Brotherhood at least ten (10) days prior to the closing date of the first payroll period of the month in which the payroll deduction will be made. This list will conform to Form "E" attached hereto.

(iii) A list containing the names of employees who have revoked their deduction authorization, together with a copy of their Form "B", shall be furnished to the Carrier by the Brotherhood at least ten (10) days prior to the closing date of the first payroll period of the month in which the payroll deduction will be made. This list will conform to Form "F" attached hereto.

SECTION 3

A list containing names and Social Security numbers of employees from whose wages extra deductions (in addition to the regular deductions) shall be made, shall be furnished to the Carrier by the Brotherhood at least ten (10) days prior to the closing date of the first payroll period of the month in which the payroll deduction will be made. Such list will show the extra amount to be deducted on the payroll period. The list will conform to Form "G" attached hereto.

SECTION 4

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

- (a) Federal, State, County and Municipal taxes.
- (b) Any amount due to the Norfolk and Western Railway Company.
- (c) Other deductions required by law, such as court orders, bankruptcy orders, garnishments, assessments, etc.
- (d) Premiums of any life insurance, hospital-surgical insurance, group accident or health insurance or group annuities.
- (e) Other valid assignments and deductions, such as Railroad Y.M.C.A., credit unions, United Fund and U.S. Savings Bonds.

SECTION 5

The Carrier shall remit to the officer designated by the Brotherhood the amounts deducted from the wages of employees who have authorized such deductions once each month, but no later than the fifteenth day of the month following the month in which deductions are made. The remittance will be accompanied by information for each local lodge which will include the employee's name, Social Security number and the amount of union dues deducted from the pay of each employee.

SECTION 6

Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Brotherhood, and any complaints in connection therewith shall be handled by the Brotherhood on behalf of the employee concerned.

SECTION 7

This Agreement shall not be used in any manner, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of, an employee predicated upon an alleged violation or misapplication of, or noncompliance with, any part of this Agreement.

SECTION 8

Except for remitting to the Brotherhood the monies deducted from the wages of employees, the Brotherhood shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damages resulting from the entering into and the complying with the provisions of this Agreement.

SECTION 9

This Agreement shall become effective as of December 1, 1979, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Roanoke, Virginia, this 19th day of October, 1979.

(Signatures and attachments omitted)

APPENDIX "F"

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 representatives 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 "G"

ARTICLE XI - ENTRY RATES

Section 1 - Service First 24-Months

Except as otherwise provided in this Article XI, employees entering service on or 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 tender 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 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.

(From National Agreement signed December 11, 1981)

APPENDIX "H"

ARTICLE IV - 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 day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (1) An employee must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- (4) When an employee is excused from railroad service on account of jury duty the Carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- (5) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days on which jury duty:

- (a) ends within four hours of the start of his assignment; or
 - (b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or end of his assignment.
- (6) On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work is advised to do so.

(From National Agreement signed October 30, 1978)

APPENDIX "I"

ARTICLE VII - BEREAVEMENT LEAVE

Bereavement leave, not in excess of three calendar days, following the date of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

(From National Agreement signed October 30, 1978)

APPENDIX "J"

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 this agreement with the organization signatory hereto.

(From National Agreement signed December 11, 1981)

APPENDIX "K"

ARTICLE IV - EMPLOYEE INFORMATION

Commencing June 1975, the carriers will provide each General Chairman with a list of employees who are hired or terminated, their home addresses, and Social Security numbers if available, otherwise the employee's identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairmen. This data will be supplied within 30 days after the month in which the employee is hired or terminated. Where railroads can not meet the 30-day requirement, the matter will be worked out with the General Chairman.

(From National Agreement signed January 29, 1975)

APPENDIX "L"

MEMORANDUM AGREEMENT
(Easter Region Only)

THE PARTIES HERETO AGREE:

Effective May 15, 1962, Memorandum Agreement signed at Roanoke, Virginia, on August 27, 1956, providing for employees to be furnished by the Railway Company whenever a Speno Ballast Cleaning Machine is used by the Norfolk and Western Railway Company for ballast cleaning is canceled and substituted with the following:

Whenever a Speno Ballast Cleaning Machine is used by the Norfolk and Western Railway Company for ballast cleaning, the Company will furnish a foreman, one cook and two front end operators at rate of \$2.435 per hour and three rear end operators at rate of \$2.405 per hour.

No claims will be made in behalf of any employees covered by the agreement with the Brotherhood of Maintenance of Way Employees because of any work performed by the foreman-mechanic, an employee of the Frank Speno Railroad Ballast Cleaning Company, Inc. in connection with making repairs to the Speno Ballast Cleaning Machine or supervising or instructing the operators in connection with the operation of the machine. However, this foreman-mechanic will not be used to perform work normally performed by the operators assigned to this machine except that he may perform such work as necessary in connection with instructing the operators concerning the proper performance of their work.

This Memorandum Agreement shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Roanoke, Virginia, this 30th day of April, 1962.

(Signatures omitted)

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