

AGREEMENT
Between

UTAH RAILWAY COMPANY

And

ITS EMPLOYEES REPRESENTED

BY THE

BROTHERHOOD OF RAILWAY CARMEN OF AMERICA

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GENERAL RULES

PREAMBLE

Parties to this Agreement pledge that no provision herein shall be interpreted or applied in a manner that would unlawfully discriminate against any employee because of race, color, religion, national origin, or sex.

The welfare of the Utah Railway Company and its employees is dependent largely upon the service which the railroad renders the public. Improvements in this service and economy in operating and maintenance expenses are promoted by willing cooperation between the railroad management and the voluntary organizations of its employees. When the groups responsible for better service and greater efficiency share fairly in the benefits which follow their joint efforts, improvements in the conduct and efficiency of the railroad are greatly encouraged. The parties to this agreement recognize the foregoing principles and agree to be governed by them in their relations.

RULE 1.

HOURS OF SERVICE

Eight hours shall constitute a day's work. All employees coming under the provisions of this agreement, except as otherwise provided in these rules, or as may hereafter be legally established between the carrier and the employees, shall be paid on the hourly basis.

THE 40-HOUR WORK WEEK

Section 1. - Establishment of Shorter Work Week Note

The expressions "positions" and "work" used in this Rule 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.

(a) - General

The Company will establish for all employees coming under the provisions of this Agreement, subject to the exception contained in this Agreement, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the company's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the following provisions:

(b) - Five-day Positions

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

(c) - Six-day Positions

Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(d) - Seven-day Positions

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

(e) - Regular Relief Assignments

All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or

seven day service or combinations thereof, or to perform relief work on certain days and such types of other work on the other days as may be assigned.

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

(f) - Deviation from Monday-Friday Week

If in positions or work extending over a period of five days per week, an operations problem arises which the Company contends cannot be met under the provisions of Section 1, Paragraph (b) 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 Company nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim.

(g) - Non-Consecutive Rest Days

The typical work week is to be one with two consecutive days off, and it is the Company'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 (c), (d), and (e), the following procedure shall be used:

- (1) All possible relief positions shall be established pursuant to Paragraph (e) of this rule.
- (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
- (3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
- (4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
- (5) If the foregoing does not solve the problem, then some of the relief employees may be given nonconsecutive rest days.
- (6) 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 nonconsecutive days off.
- (7) 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 employees.
- (8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Company 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, agreements, and in such proceedings the burden will be on the Company 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.

(h) - Beginning of the 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.

(I) - 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 the execution of this agreement, 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.

RULE 2.
WORKING SHIFTS

(a) Where but one shift is employed, service requirements permitting, the starting time will be not earlier than 6:00 A.M., nor later than 8:00 A.M. Service requirements, however, to govern with respect to the establishment of the necessary variation of the starting time for the different classes of service. Mutual agreement shall be reached between the Mechanical Supervisor and Local Committee, based on service requirements, where necessary for a part of the employees engaged in any particular class of service to have a different starting time from that of the other employees in the same class.

(b) Where two shifts are employed, the starting time of the first shift will be governed by the provisions of Paragraph (a) of this rule, and the second shift will start not later than 8:00 P.M., unless otherwise agreed to by the Mechanical Supervisor and Local Committee or Mechanical Employees according to service requirements.

(c) Where three shifts are employed, the starting time of the first shift will be governed by the provisions of Paragraph (a) of this rule, and the starting time of the second and third shifts will be continuous therewith, unless otherwise mutually agreed upon by the management and the committee to meet the requirements of the service.

RULE 3.
PREFERRED SHIFTS

Employees serving on night shifts, desiring day work, shall have preference when vacancies occur, according to seniority, and as provided in Paragraph (a) of Rule 13.

RULE 4.
OVERTIME - CHANGING SHIFTS

(a) Except as provided in Paragraph (c), employees changed from one shift to another will be paid overtime rates for the first shift of each change. Employees working two or more consecutive shifts on a new shift shall be considered transferred.

(b) Change of shifts as result of exercise of seniority rights, including exercise of rights under Rule 23 (a) will be paid for at straight time rates.

(c) If it becomes necessary to create a relief job in which the assigned relief employee is compelled to perform work on different shifts in order to have five work days included in his assignment, such employee will not be paid overtime rates for changing shifts to perform the work on the shifts included in his assignment.

If such employee is required to change shifts for any other reason, he will be paid overtime rates for the first shift of each change except as provided in Paragraph (b) of this rule.

(d) In the application of the Vacation Agreement, if a vacation relief worker is not employed and no application on the basis of seniority is received to fill the assignment of an employee on vacation, the Mechanical Supervisor will select a qualified employee from the first shift who will be used to fill the assignment of the employee on vacation and this rule will be applicable to such employee, but the employee will also assume the rest days of the vacation position and in the event this produces more than five days in his work week, payment on the sixth and/or seventh day will be straight-time rate.

This rule will also be applicable in cases where the Carrier moves an employee from a shift other than first shift to fill a vacation assignment on another shift.

RULE 5.

MEAL PERIODS

(a) The commencing time of the meal period on one or two working shifts shall be not later than the close of the fifth hour of service. The length of the meal period shall be not less than thirty minutes nor more than one hour.

(b) Where three shifts are employed, an allowance of twenty minutes will be made for lunch, without deduction from pay, within the limits of the fifth hour.

(c) Employees required to work all or part of the lunch period shall be allowed time at a rate of time and one-half for such time in excess of eight hours, after deducting time used for lunch from time worked during lunch period, on minute basis, and shall not be required to work during lunch period, except to meet an emergency requirement of the service. [See Rule 6 (d)].

RULE 6.

OVERTIME, REST DAYS AND HOLIDAY WORK

(a) All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved, except as may be provided in rules hereinafter set out.

(b) Work performed on an employee's rest days and the following legal holidays, namely: New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas and New Year's Eve (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation, or proclamation shall be considered the holiday) shall be paid for at the rate of time and one-half.

(c) For continuous service after regular working hours, employees will be paid time and one-half on actual minute basis, with a minimum of one hour for any such service performed.

(d) Employees shall not be required to work more than two hours after regular working hours without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.

(e) Employees called or required to report for work, and reporting but not worked, will be paid a minimum of four (4) hours at straight time rates.

(f) Employees called or required to report for work and reporting will be allowed a minimum of four hours for two hours and forty minutes or less, and will be required to do only such work as called for or other emergency work.

- (g) Employees will be allowed time and one-half on minute basis for service performed continuously in advance of the regular working period with a minimum of one (1) hour, the advance period to be not more than one (1) hour.
- (h) Except as otherwise provided all overtime actually worked beyond sixteen (16) hours of service in any twenty-four (24) hour period computed from starting time of employee's regular shift, shall be paid for at rate of double time.
- (i) Service performed by a regularly assigned hourly or daily rated employee on the second rest day of his assignment shall be paid at double the basic straight time rate provided he has worked all the hours of his assignment in that work week and has worked on the first rest day of his work week, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.
- (j) Employees regularly assigned to work on holidays or those called to take the place of such employees, will be allowed to complete the balance of the day unless released at their own request. Those who are called will be advised as soon as possible after vacancies become known.
- (k) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays, or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, 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 in computations leading to overtime.

RULE 7.

EMERGENCY ROAD AND WRECKING SERVICE

- (a) An employee, regularly assigned to work at a shop, engine house, repair track, or inspection point when called for emergency road work away from shop, enginehouse, repair track, or inspection point, will be paid from the time called to leave home station until his return, for all time worked. For work performed on their regular assigned rest days and holidays, and for all time outside of their regular assigned hours at home station whether working, waiting, or traveling, to be paid rate of time and one-half times pro rata rate.
- (b) If during the time on the road an employee is relieved from duty for five hours or more where sleeping accommodations are furnished or are available, such relief time will not be paid for; provided that in no case shall he be paid for a total of less than eight hours each calendar day, when such irregular service prevents the employee from making his regular daily hours at home station. Where meals and lodging are not provided by the company, actual necessary expenses will be allowed.
- (c) Employees will be called as nearly as possible one hour before leaving time and on their return will deliver tools at point designated.
- (d) If required to leave home station during overtime hours, they will be allowed one hour preparatory time at one and one-half times pro rata rate.
- (e) Wrecking Service employees will be paid under the provisions of this rule.

RULE 8.
DISTRIBUTION OF OVERTIME

- (a) When it becomes necessary for employees to work overtime, they shall not be required to layoff during regular working hours to equalize the time. Overtime will be distributed equally among employees so far as the character of the work will permit.
- (b) Records will be kept of overtime worked and employees called with the purpose in view of distributing the overtime equally. The responsibility of distributing overtime will rest with the Mechanical Supervisor.

RULE 9.
TEMPORARY VACANCIES

- (a) Employees sent out to temporarily fill vacancies at an outlying point or shop, or sent out on a temporary transfer to an outlying point or shop, will be paid continuous time from time ordered to leave home point to time of arrival at point to which sent at straight time rates.
- (b) If on arrival at the outlying point the employee is released for five or more hours before starting work, where sleeping accommodations are furnished or are available, time will not be allowed for such hours.
- (c) While at such outside point the employee will be paid straight time and overtime in accordance with the bulletined hours at that point and not less than eight hours for each working day.
- (d) Where meals and lodging are not provided by the company, actual necessary expenses will be allowed. Continuous time will be allowed from time of leaving to time of arrival at home point on straight time basis.

RULE 10.
EMPLOYEE INFORMATION

The carrier will provide each General Chairman with a list of employees who are hired or terminated, their home addresses, 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. The data will be supplied within 30 days after the month in which the employee is hired or terminated. Where railroad can not meet the 3 day requirement, the matter will be worked out with the General Chairman.

RULE 11.
INTERMITTENT SERVICE - TEN HOUR SPREAD

Where the requirements of the service are intermittent (not continuous), employees may be assigned to protect the service over a period of ten (10) hours, with a minimum allowance of eight hours for eight hours' actual work, or less. For all time worked in excess of eight hours in any twenty four (24) hour period, regular overtime rules are to apply.

RULE 12.

FILLING VACANCIES - RATES OF PAY

- (a) An employee required to fill a temporary vacancy, paying a higher rate of pay, shall receive the higher rate, but if required to fill temporarily a vacancy paying a lower rate, his rate will not be changed. This does not, however, apply in reduction of force.
- (b) When an employee is used on work paying a higher rate of pay for four hours or less, in anyone day; he shall be paid the higher rate on the minute basis, with a minimum of one hour; for more than four hours in anyone day, the higher rate will apply for that day.

RULE 13.

FILLING NEW POSITIONS OR VACANCIES

- (a) In filling new positions or vacancies in the respective crafts, the oldest employee in point of seniority bidding on bulletin there under shall, if sufficient ability is shown by fair trial, be given preference in filling such positions or vacancies.

Note: Assignments of employees in charge of wrecking crews, or as wrecking engineer, will not be considered as vacancies under this rule, and employees for these jobs will be selected by the Management in accordance with the established practice.

- (b) All new positions and vacancies shall be bulletined for five (5) days before being permanently filled.
- (c) An employee exercising his seniority under this rule, after a fair trial, failing to qualify shall be permitted to displace only the youngest employee in his craft. In case a new position or vacancy is filled in accordance with this rule, and the applicant fails to qualify, the next applicant in order, qualified to do the work, will be assigned to the position.
- (d) If there are no applicants under the bulletin, or if those applying are not sufficiently qualified to do the work, the position will be filled by the assignment of junior employee qualified to do the work.
- (e) Employees exercising seniority rights under this rule will do so without expense to the company.
- (f) Copy of application filed under a bulletin shall be given to the local Chairman, if desired.
- (g) Employees returning from leave of absence, vacation, or furlough desiring to exercise seniority, must do so within five (5) days after return to service.

RULE 14.

EMPLOYEES TRANSFERRED

Employees transferred, for any reason, to a position subject to this agreement, from one seniority point to another under conditions where the transfer becomes permanent will, after thirty (30) days, lose their seniority at the point they left, and their seniority at the point to which transferred will begin on the date of transfer. Employees will not be compelled to accept a permanent transfer to another point.

RULE 15•A.

LEAVE OF ABSENCE

- (a) Except for physical disability, when the requirements of the service will permit, employees, on request, will be granted leave of absence for not to exceed ninety (90)

days in any calendar year, unless extension thereof is arranged by mutual agreement between the Mechanical Supervisor.

(b) An employee on leave of absence who engages in other employment will lose his seniority, unless proper provision authorizing same shall have been made by the Mechanical Supervisor.

(c) The arbitrary refusal of a reasonable amount of leave to employees when they can be spared, or failure to handle promptly cases involving sickness or business matters of serious importance to the employee, is an improper practice and may be handled as unjust treatment under this agreement.

(d) Employees elected as representatives of employees, and taking leave of absence, shall be considered in the service of the company, and shall retain their seniority right if asserted within thirty (30) days after release from this excepted employment.

(e) Employees entering or returning from military service will be governed by the Federal law covering such service.

RULE 15•B.

BEREAVEMENT LEAVE

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case 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 restriction against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

RULE 16.

ABSENCE FROM WORK WITHOUT LEAVE

(a) An employee desiring to remain away from service must obtain permission from his foreman to do so; but if sickness, or other unavoidable cause, prevents him from reporting at his regular post of duty, he shall notify the foreman as promptly as possible. Failure to do so places said employee liable to discipline.

(b) An employee who has been absent from duty for any cause shall notify his foreman of his intention to return to work before the end of his regular shift on preceding day.

RULE 17•A.

ATTENDING COURT

Employees attending court as witnesses on behalf of the company will be paid eight hours per day for week days, Sundays and holidays, Necessary transportation and expenses will be allowed in addition to the foregoing and the company will be entitled to certificate for witness fees in all cases.

RULE 17•B
JURY DUTY

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

(1) An employee must 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 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 ending 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 if advised to do so.

RULE 18.
PAYING OFF

(a) Employees will be paid off during the day shift working hours, at least on a semi-monthly basis.

(b) Should the regular pay day fall on a holiday or Sunday, employees will be paid on the preceding day.

(c) When there is a shortage equal to one day's pay, or more, in the pay of an employee, if requested, a voucher will be issued to cover the shortage.

(d) Employees leaving the service of the company, will be paid as promptly as practical and within twenty-four hours, if possible to do so.

RULE 19.
REDUCTION OF FORCES

(a) In making force reductions, the force at any point or in any department or craft may be reduced; seniority as per Rule 22 to govern. Employees affected will give written notice to the Mechanical Supervisor of their intention to exercise seniority rights within five (5) days after receiving notice of reduction, and will take the rate of the job to which assigned.

Employees laid off under this rule who desire to retain their seniority rights will file their address in writing with their employing officer, (receipt of which will be acknowledged and copy of such receipt will be furnished the Local Chairman), and also notify the officer in charge, in writing, of any subsequent change in address, (receipt of which will be acknowledged and copy of such receipt will be furnished the Local Chairman).

(b) Not less than five (5) working days' advance notice will be given the employees affected before reduction is made, or when a shop is to be closed, and lists will be furnished the Local Chairman.

(c) In the restoration of forces, senior laid off employees will be given preference in returning to service if available within fifteen (15) days; provided, however, that after ninety (90) days out of service, they shall pass a satisfactory physical reexamination. Employees failing to return to service within fifteen (15) days after being notified at address of last record, unless an extension has been agreed upon and granted by Mechanical Supervisor will forfeit all seniority.

(d) Rules, agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notices under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, tire or labor dispute other than as covered by paragraph below, provided that such conditions result in suspension of a carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by 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.

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

(e) USING FURLOUGHED EMPLOYEES TO PERFORM EXTRA AND RELIEF WORK

1. The Carrier shall have the right to use furloughed employees to perform extra work, and relief work on regular positions during absence of regular occupants, provided such employees have signified in the manner provided in Paragraph 2 hereof their desire to be so used. This provision is not intended to supersede rules or practices which permit employees to place themselves on vacancies on preferred positions in their seniority districts, it being understood, under these circumstances, that the furloughed employee will be used, if the vacancy is filled, on the last position that is to be filled. This does not supersede rules that require the filling of temporary vacancies. It is also understood that management retains the right to use the regular employee, under pertinent rules of the agreement, rather than call a furloughed employee.

2. Furloughed employees desiring to be considered available to perform such extra and relief work will notify the Mechanical Supervisor of the Carrier in writing, with copy to the local chairman, that they will be available and desire to be used for such work. A

furloughed employee may withdraw his written notice of willingness to perform such work at any time before being called for such service by giving written notice to that effect to the proper Carrier officer, with copy to the local chairman. If such employee should again desire to be considered available for such service notice to that effect-as outlined hereinabove-must again be given in writing. Furloughed employees who would not at all times be available for such service will not be considered available for extra and relief work under the provisions of this rule. Furloughed employees so used will not be subject to rules of the applicable collective agreements which require advance notice before reduction of force.

3. Furloughed employees who have indicated their desire to participate in such extra and relief work will be called in seniority order for this service. Where extra lists are maintained under the rules of the applicable agreement such employees will be placed on the extra list in seniority order and used in accordance with the rules of the agreement.

Note 1: This rule does not apply to extra work.

Note 2: Employees who are on approved leave of absence will not be considered furloughed employees for purposes of this agreement.

Note 3: Furloughed employees shall in no manner be considered to have waived their rights to a regular assignment when opportunity therefore arises.

RULE 20. TRANSFERS

When reducing forces, if employees are needed at any other point, the senior employees having the necessary ability will be given preference to transfer from the nearest point, with privilege of returning to home station when forces are increased, such transfer to be made without expense to the company.

RULE 21. TIME ALLOWANCE WHEN SHOPS ARE CLOSED DOWN

Employees required to work when shops are closed down, due to breakdown in machinery, floods, fires, and the like, will receive straight time for regular hours, and overtime for overtime hours.

RULE 22. SENIORITY

Separate seniority will be maintained in each craft as follows, and employees shall not hold seniority in more than one class in his craft:

Machinists
Machinists Journeymen
Helpers Apprentices

Carmen
Carmen Helper
Lead Carmen

Seniority lists will be posted in January of each year for a period of sixty (60) days and the Carmen\Mechanical Employees will be furnished a copy of the seniority lists for employees of their respective seniority districts. Seniority lists will be approved by Mechanical Supervisor.

In the establishment of seniority for all new employees, whenever two or more employees enter the service on the same date, the employee who completes the application papers and physical examination first will be placed on the seniority roster ahead of the other employees entering the service at the same time, and in the event there are more than two, the same procedure will be followed with respect to the others.

The exercising of seniority to displace junior employees, which practice is usually termed "Rolling" or "Bumping," will not be permitted.

RULE 23.

TIME LIMIT FOR PRESENTING AND PROGRESSING CLAIMS AND GRIEVANCES

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

2. A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants Involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 60 days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient
3. This rule recognizes the right of representatives of the Organizations, parties hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent
4. This agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within 9 months of the date of the decision of the highest designated officer of the Carrier.
5. This rule shall not apply to requests for leniency.
6. The requirements outlined in sub-paragraphs (a), (b), and (c) of paragraph 1 pertaining to appeal by the employee and decision by the Carrier will mean that the case shall be taken to the Division Car Foreman, Division Locomotive Foreman or Division Mechanical Foreman (or Shop Superintendent), thence to Master Mechanic, each in their respective order by the duly authorized local committee or their representative. Failing in satisfactory settlement between the Local Committee and the officers listed, the matter may be referred to the General Chairman of his craft for handling with the Chief Mechanical Officer, thence, if desired, to the highest officer designated by the Company to whom appeals may be made.
7. Conferences between local officials and local chairmen or local committees will be held during regular working hours without loss of time to the committeemen with the understanding that this applies to not more than three committeemen, where one craft is involved and not more than one committeeman for each craft when general rules are involved.
8. Prior to the assertion of grievances as herein provided, and while questions of grievances are pending, there will neither be a shutdown by employer nor a suspension of work by employees.

RULE 24.
DISCIPLINE

(a) An employee who has been in the service more than ninety (90) days, or whose application for service has been formally approved, (employees to be notified of such approval) shall not be disciplined or dismissed without an investigation. The employee will be charged within twenty (20) working days from the date the employees supervising officer has knowledge of the occurrence. He may, however, for very serious offenses, be held out of service pending such investigation. The investigation shall be held as promptly as possible but within ten (10) days of the date when charged with the offense or held from service. A decision will be rendered within twenty (20) days after completion of the investigation. The Investigation will be held at such time as not to cause the employee to lose rest or time, whenever possible to do so.

(b) At a reasonable time prior to the investigation, such employee shall be apprised of the precise charges against him. He shall have reasonable opportunity to secure the presence of necessary witnesses and be represented by his duly authorized representative.

(c) An employee dissatisfied with the decision, shall have the right of appeal to the Mechanical Supervisor, providing written request is made to such officer, and a copy furnished to the officer whose decision is appealed, within thirty (30) days of the date of advice of the decision. Conference shall be granted within thirty (30) days thereafter, and a decision rendered within twenty (20) days of the completion of the conference. Either party may be granted a reasonable amount of postponements upon written request.

(d) The right of appeal by employees or their representatives up to and inclusive of the highest officer designated by the company, to whom appeal may be made, is hereby established.

(e) An employee will be given a letter stating the cause of discipline. A copy of all statements made a matter of record at the investigation, or on the appeal, will be furnished to the employee and his representative.

(f) If the final decision decrees that the charges against the employee were not sustained, the record shall be cleared of the charge; if suspended or dismissed, the employee shall be reinstated and compensated for the wage loss, if any, suffered by him.

RULE 25. COMMITTEES

The company will not discriminate against any committeeman who, from time to time, represents other employees, and will grant him leave of absence and free transportation when delegated to represent other employees.

RULE 26. APPLICANTS FOR EMPLOYMENT

Applicants for employment must fill out necessary application forms and employment shall be considered temporary until application has been approved by the carrier. The application shall be approved, or disapproved, within ninety (90) days after applicant began work, except in event of applicant giving false information, approval may be revoked at any time.

RULE 27. PROTECTION OF EMPLOYEES AND DRINKING WATER AND SANITATION

(a) Good drinking water and ice will be furnished. Sanitary fountains will be provided where possible. Pits and floors, lockers, toilets and wash rooms will be kept in good repair and in clean, dry and sanitary condition. Shop locker rooms and wash rooms will be lighted and heated in best manner possible consistent with the source of heat and light available at the point in question.

(b) Reasonable protection will be afforded the health and safety of employees.

(c) Employees will carefully observe the rules of the company designed to avoid accident and personal injuries.

- (d) Employees will not be required to work on engines, or cars, outside of shops during inclement weather, if shop room and pits are available. This does not apply to emergency work on engines or cars set out for, or attached to, trains or in the train yard.
- (e) Repairmen, inspectors, and other workmen working in, on, under or about cars, or other equipment, shall protect against movement of such equipment as follows: Blue signals must be displayed in accordance with Carrier's Safety Rules of the Operating Department by each craft or group of workmen prior to their going on, under, or between rolling equipment and may only be removed by the same craft or group that displayed them.
- (f) When it is necessary to make repairs to engines, boilers, tanks and tank cars, they shall be cleaned before Carmen are required to work on them. This will also apply to cars undergoing general repairs when the condition of such cars makes it objectionable to perform the necessary work.
- (g) Employees will not be assigned to work where they will be directly exposed to sand blasts and paint blowers while in operation.
- (h) All acetylene or electric welding, or cutting, will be protected by a suitable screen, when its use is required. When tires are being heated, or when tapping or reaming is being done which interferes with or endangers other employees in their work, proper protection will be provided.
- (k) At shops and roundhouses, equipment with electricity, electric light globes and extensions will be kept in tool rooms, available for use.
- (l) the company, with the cooperation of the employees, will keep shops, repair yards and train yards where mechanics are employed as clean as the progress of the work will reasonably permit, and will keep all machinery and tools in a safe and working condition.
- (m) Switches of repair tracks will be kept locked with special locks, and employees working on such tracks shall be notified before any switching is done. A competent person will be regularly assigned to perform this duty and will be held responsible for seeing it is performed properly.

RULE 28.
PERSONAL INJURIES

- (a) Employees injured while at work are 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 shall 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; provided, however, that such injured employee remaining away from work after recovery shall not be held to be entitled to compensation for wage loss after they are able to rerun to work.
- (b) At the option of the injured party, personal injury settlement may be handled by the duly authorized representative of the employee or his attorney with the duly authorized representative of the carrier. Upon failure to reach an amicable settlement and suit at law is commenced, employment may be terminated at option of the management. Whenever amicable settlement has been reached and suit withdrawn, the employee if physically qualified will be returned to service. Where death results from injury, the lawful heirs of the deceased may have the case handled as herein provided.

**RULE 29.
NOTICES**

A place will be provided inside all shops and roundhouses where proper notices of interest, confined to subjects in which the company and employees only are involved, may be posted.

**RULE 30.
FURNISHING NECESSARY HELP**

Mechanics and apprentices will be furnished sufficient competent help. When experienced helpers are available, they will be used in preference to inexperienced employees. Laborers, when used as helpers, will be paid helpers rate.

**RULE 31.
LEAD WORKMEN**

A lead workman may be assigned, who in addition to performing regular work of his craft, will take the lead and will assign and direct other members of the gang. For such service a differential rate of fifty (50) cents per hour will be paid above the minimum rate paid mechanics.

**RULE 32.
CHECKING IN AND OUT**

Employees will be required to check in at beginning and out at end of their day's work on their own time.

**RULE 33.
QUALIFICATIONS**

Any person who has served an apprenticeship or has had three (3) years or seven hundred thirty two (732) eight (8) hour work days practical experience at Carmen's work; who, with the aid of tools, with or without drawings, can layout, build, or perform the work of his craft or occupation in a mechanical manner shall constitute a carman.

**RULE 34.
CLASSIFICATION OF WORK**

Carmen's work including regular and helper apprentices, shall consist of building, maintaining, dismantling (except dismantling all wood freight cars), painting, upholstering and inspecting all passenger and freight cars both wood and steel, planning mill, cabinet and bench carpenter work, pattern and flask making, and all other carpenter work in the shop and yards (except work generally recognized as Bridge and Building Department work), Carmen's work in building and repairing motor cars, lever cars, hand cars and station trucks, building, repairing, removing and applying wooden locomotive

cabs, pilots and pilot beams, both wood and metal (except the building and repairing of steel pilots), wooden running boards; foot and headlight boards and brackets; tender frames and trucks; pipe and inspection work in connection with air brake equipment on freight cars; applying patented metal roofing; operating punches and shears, doing shaping and forming; work done with hand forges; and heating torches in connection with Carmen's work; car oilers and packers, rebrassing cars in connection with oiler duties; painting, varnishing, surfacing, lettering, decorating; cutting of stencils, removing paint (not including use of sand blast machine or removing vats), and all other work generally recognized as painters' work under the supervision of the locomotive and car departments; car inspectors, joint car inspectors, safety appliance and train car repairers, wrecking derrick engineers and wheel record keepers; oxyacetylene, thermit and electric welding on work generally recognized as Carmen's work and all other work generally recognized as Carmen's work.

RULE 35.

CARMEN HELPERS

Employees regularly assigned to help Carmen, and apprentices; washing and scrubbing the interior and exterior of passenger equipment cars preparatory to painting; removing paint on locomotives and on other than passenger cars preparatory to painting; all sand blasting in connection with work of their craft on locomotives, tenders and cars; operating hair picker, running curl hair moss and palm fiber through machine; blowing with compressed air, washing and cleaning seat cushions and backs, carpets and window curtains; assisting wood machine operators handling and off bearing timbers; oiling shafting and machines, repairing and lacing of belts; heating rivets (except when performed by an apprentice); operating bolt threader, nut tapper, drill press and punch and shears (cutting bar stock and scrap); holding on rivets and striking chisel bars, side sets and backing-out punches; using backing hammers and sledges In assisting Carmen in straightening metal parts on cars; cleaning of journals, stock keeper (car department), carrying material (to be assisted by laborers in handling heavy material), the operation of Elwell-Parker or similar tractor cranes in connection with Carmen's work; repairing steam and air hose when performed in car department; assisting Carmen in erecting scaffold; and all other work generally recognized as Carmen helpers' work.

RULE 36.

INSPECTORS

Carmen assigned to inspecting must be able to speak and write the English language and have a fair knowledge of the AAR Rules and Safety Appliance Laws.

RULE 37.

MISCELLANEOUS

(a) Crayons, soap stones, inspectors' pencils, tool handles, saw files, motor bits, cold chisels, bars, steel wrenches, steel sledges, hammers (not claw hammers), reamers', drills taps, dies, lettering and striping pencils and brushes, lanterns. repair parts for standard carbide lanterns, and goggles when necessary, will be furnished by the Company.

(b) Inspectors and other Carmen in train yards where yard clerical forces are now maintained will not be required to take record, for conducting transportation purposes, of seals, commodities, or destination of cars.

**RULE 38.
ROAD WORK**

(a) When necessary to repair cars on the road or away from the shop, a carman, and helper, if necessary, will be sent out to perm such work as putting in couplers, draft rods, draft timbers, arch bars, center pins, putting cars on center, truss rods and wheels; and work of similar character.

**RULE 39.
APPRENTICE SCHEDULE OF WORK**

Apprentices shall be given an opportunity to learn all branches of the trade Carmen Helper.

**RULE 40.
UPGRADING CARMEN HELPERS, APPRENTICES AND EMPLOYEES WHO
HAVE HAD EXPERIENCE IN THE USE OF TOOLS**

1. Carmen helpers who have completed three years' experience as Carmen (732 days) will be permitted, by making request upon forms provided for that purpose, to establish a seniority date as a journeyman carman at their respective point with privilege of transfer to any point on the System .
2. Regular apprentices and Carmen helpers will be advanced to Carmen in accordance with their seniority and qualifications. Where ability is sufficient in the judgment of the Car Foreman and the Mechanical Supervisor, seniority will govern.
3. Employees advanced to Carmen under the provisions of this Agreement will be required to make a statement at the time of their advancement, stating they do or do not desire to work toward the establishment of a seniority date and classification of journeyman carman.

**RULE 41.
DIFFERENTIALS FOR CARMEN**

(a) Oxyacetylene and Electric welders will be paid a differential of twenty-five (25) cents per hour above the minimum rate in the department used and will be compensated under the provisions of Rule 12(b).

**RULE 42.
GENERAL RULES**

Except as provided for under the special rules of each craft, the General Rules shall govern in all cases.

**RULE 43.
OPERATING AGREEMENT**

The railroad Company will have printed, in book form, copies of this agreement and furnish a copy to each employee affected.

RULE 44.

NEGOTIATION AND INTERPRETATION OF RULES

It is agreed that the Local Officials of the Company and the Local Chairman of the Shop Crafts will not be permitted to negotiate any local rules, neither will they be permitted to place interpretations on any article in this contract; when interpretations are necessary, same must be taken up with the proper officer of the Company and the General Chairmen, who will meet and agree on same before they are put into effect.

RULE 45.

RATES OF PAY

(a) The standard rates of pay in effect prior to the effective date of this Agreement are as shown on Wage Appendix attached hereto. These standard rates of pay shall be increased as follows:

- (1) Effective July 1, 2005, all standard rates of pay in effect on June 30, 2005, shall be increased by three (3) percent.
- (2) Effective July 1, 2006, all standard rates of pay in effect on June 30, 2006, shall be increased by two and one-half (2½) percent.
- (3) Effective July 1, 2007, all standard rates of pay in effect on June 30, 2007, shall be increased by two and one-half (2½) percent.
- (4) Effective July 1, 2008, all standard rates of pay in effect on June 30, 2008, shall be increased by three (3) percent.
- (5) Effective July 1, 2009, all standard rates of pay in effect on June 30, 2009, shall be increased by four (4) percent.

WAGE APPENDIX

Wages in Effect on June 30, 2005

Occupation

Carmen	21.16
Carmen – Weld Rate	21.41
Carmen Helper	17.90

RULE 46.

HEALTH AND WELFARE

(a) Upon the effective date of this Agreement, or as soon as practicable thereafter, the Employees will be covered by the Group Health Plan applicable to Genesee & Wyoming Inc. employees generally. The Plan provides comprehensive health, vision, dental and prescription drug benefits and is currently administered by Blue Cross Blue Shield. A

booklet describing the Plan benefits will be made available to all Employees. Existing Employees and their covered dependents will be eligible for coverage under the Plan immediately upon transfer to the Plan. Employees hired subsequent to the transfer (and their eligible dependents) will be covered when they meet the eligibility requirements as described in the Plan.

(b) Coverage under the Plan will be provided to the Employee at no cost. Coverage for eligible dependents will be available at a cost to the Employee of fifty (\$50.00) dollars per month, and such contributory amount shall be frozen and not subject to increase during the life of this Agreement.

(c) Individual Employees will be covered by a life insurance policy providing a death benefit in the amount of \$20,000. Employees will also be eligible for coverage under an off-track vehicle insurance plan and a short-term disability plan, whose benefit levels and terms and conditions shall be equivalent to those in the Supplemental Sickness Benefit Plan for the Maintenance of Way Employees dated July 1, 2006.

RULE 47.
125-a SAVINGS PROGRAM

Employees will be eligible to participate in the Carrier's pre-tax Flexible Spending Account Plan established under Section 125 of the Internal Revenue Code. The Plan allows participants to pay for health care premium expenses and certain dependent care and eligible health care expenses with pre-tax dollars deducted from the Employee's wages. Participation and enrollment requirements are as defined in the Plan, and eligible expenses to be covered on a pre-tax basis and maximum reimbursement amounts are as defined in Section 125 of the Internal Revenue Code.

RULE 48.
401 (k) PLAN

Upon the effective date of this Agreement, or as soon as practicable thereafter, the Carrier will establish for the benefit of Employees a qualified matching 401(k) Plan within the meaning of Section 401 of the Internal Revenue Code. Employee contributions will be matched by the Carrier at the rate of fifty (50) percent on the first four (4) percent of pay contributed by the Employee.

RULE 49.
SAVING CLAUSE

The parties to this Agreement commit their mutual intent that the Agreement reflects the full understanding between them and that it be complete and accurate with regard to all matters to which they have agreed. The parties further commit, therefore, that should any

inadvertent errors or omissions be brought to the attention of one party by the other, on matters to which they have agreed, the parties will meet promptly to correct those errors.

RULE 50.
DATE EFFECTIVE-CHANGES


This agreement, including Supplements and Appendices contained herein, shall become effective as of December 1, 2007 and is intended to be and is the full agreement of the parties and superseding any prior agreements, and shall remain in effect until changed with the provisions of the Railway Labor Act as amended. This agreement will expire on December 31, 2009. Notice for a new agreement may be served sixty (60) days from the expiration date of this agreement.

Should either of the parties desire to revise or modify these rules, thirty (30) calendar days advance written notice containing the proposed changes shall be given and conferences shall be held before the expiration of said thirty (30) days.

Signed at Provo, Utah.

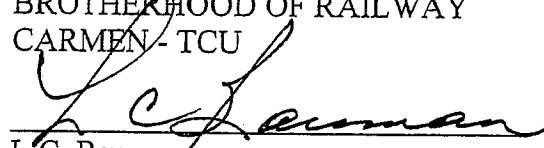
2-1-08
Date

UTAH RAILWAY COMPANY


J.N. Davis
President & General Manager


2-1-08
Date

BROTHERHOOD OF RAILWAY
CARMEN - TCU


L.C. Bauman
International Representative
BRC - Unit 320

Approved:

2-1-08
Date


R.A. Johnson
General President
BRC - TCU

SUPPLEMENT A
SHOP CRAFTS NATIONAL HOLIDAY PROVISIONS

The following represents a synthesis in one document, for the convenience of the parties, of the current holiday provisions of the National Agreement of August 21, 1954, and amendments thereto provided in subsequent national agreements with appropriate source identification.

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

Section 1.

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

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

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

Provided that on railroads on which some holiday other than Good Friday has been substituted, by agreement, for the birthday holiday, unless the employees now desire to have Good Friday included as a holiday in place of such holiday which has been substituted for the birthday holiday such substitution will continue effective, and Good Friday will be eliminated from the holidays enumerated above and from the provisions of this Article II which follow.

(From Article II - Holidays Sections 1 (A) and 2 (A) October 7, 1971, and May 12, 1972 Agreements and Article 111- Holidays Section 2, June 16, 1976 Agreement)

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

(From Article II - Holidays - Section 1 (A), September 2, 1969 Agreement)

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

(From Article II - Holidays Section 1 (B), September 2, 1969 Agreement)

The day before Christmas is observed.

(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 had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with union shop agreement, or disapproval of application for employment.

(From Article II - Holidays - Section 1 (C), September 2, 1969 Agreement)

(D) The provisions of this Section and Section 3 hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede more favorable rules and practices existing on certain carriers under which other than regularly assigned employees are being granted paid holidays.

Note: This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays.

(From Article II - Holidays - Section 1 (D), September 2, 1969, Agreement) was added by the Agreement of November 21, 1964, and the Agreement of February 4, 1965, is eliminated. However, the adjustment in monthly rates of monthly rated employees which was made effective January 1, 1965, pursuant to Article II of the Agreement of November 21, 1964, and the Agreement of February 4, 1965, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect. Effective January 1, 1972, weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly. This adjustment will not apply to any weekly rates of pay which may have been earlier adjusted to include pay for the birthday holiday.

(From Article II - Holidays - Section 1 (D), October 7, 1971 and May 12, 1972 Agreements)

Effective January 1, 1973, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. Weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly.

(From Article II - Holidays - Section 2 (D), October 7, 1971 and May 12, 1972 Agreements)

Effective January 1, 1976, after application of the cost-of-living adjustment effective that date, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours' pay to their annual compensation (the rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. That

portion of such 8 pro rata hours' pay which derives from the cost-of-living allowance will not become part of basic rates of pay except as provided in Article II, Section 1 (D) of the Agreements of January 29, 1975, March 12, 1975, and June 23, 1975. The sum of presently existing hours per annum plus 8, divided by 12, will establish a new hourly factor for purposes of applying cents-per-hour adjustments in such monthly rates of pay and computing overtime rates.

A corresponding adjustment shall be made in weekly rates and hourly factors derived there from.

(From Article III - Holidays - Section 5, June 16, 1976 Agreement)

Section 2.

A regular 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 the regularly assigned employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

Except as provided in the following paragraph, all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions: " (I) Compensation for service paid by the carrier is credited; or (II) Such employee is available for service.

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

For the purpose of Section 1, other than regularly assigned

Employees who are relieving regularly assigned employees on the same assignment on both the workday preceding and the workday 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 workdays preceding and following the holiday as apply to the employee whom he is relieving.

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

(From Article II - Holidays - Section 2, September 2, 1969 Agreement)

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" or the "day," as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "workday" or the "day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the

provisions applicable to holidays generally. (From Article III - Holidays - Section 4, June 16, 1976 Agreement)

Section 3.

(A) Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on- a holiday are extended to apply to Good Friday, Veterans Day, and to Christmas Eve in the same manner as to other holidays listed or referred to therein.

(From Article II - Holidays - Sections 1 (C) and 2 (8), October 7, 1971, and May 12, 1972 Agreements and Article 111- Holidays Section 3 (A), June 16, 1976 Agreement)

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

(From Article II - Holidays - Section 1 (C), October 7, 1971 and May 12, 1972 Agreements)

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

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

(From Article II - Holidays - Section 1 (C), October 7, 1971, and May 12, 1972 Agreements)

(D) Except as provided in this Section 5, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby.

(From Article II - Holidays - Section 1 (C), October 7, 1971, and May 12, 1972 Agreements)

Section 4.

Article II, Section 6 of the Agreement of August 21, 1954, which was added by the Agreement of November 21, 1964, and the Agreement of February 4, 1965, is eliminated. - (See Section 2 for additional provisions).

(From Article II - Section 1 (D), October 7, 1971, and May 12, 1972 Agreements)

Section 5.

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

(From Article II - Holidays - Sections 1 (E) and 2 (C), October 7, 1971, and May 12, 1972 Agreements and Article III Holidays Section 3 (8), June 16, 1976 Agreement)

SUPPLEMENT B
SHOP CRAFTS
NATIONAL VACATION AGREEMENTS

The following represents a synthesis in one document, for the expressed convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in the National Vacation Agreements of August 21, 1954, August 19, 1960, November 21, 1964, February 4, 1965, September 27, 1967, September 2, 1969, October 7, 1971, May 12, 1972 and December 2, 4 and 6, 1978, with appropriate source identifications.

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

Section 1.

- (A) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.
- (B) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days In the years 1950-1959 inclusive, 151 days In 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.
- (C) Effective with the calendar year 1979, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has nine (9) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days In the years 1950 - 1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of nine (9) of such years, not necessarily consecutive.
- (D) Effective with the calendar year 1979, 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 had eighteen (18) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 Inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eighteen (18) such years, not necessarily consecutive.
- (E) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days

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

(F) Paragraphs (A), (B), (C), (D) and (E) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.

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

(H) Calendar days In each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

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

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

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

(From Articles III - Vacations - Sections 1 of October 7, 1971 and May 12, 1972 Agreements)

Section 2.

The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

(From Section 3 of December 17, 1941 Agreement)

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

(From Article III - Vacations • Section 3, October 7, 1971 and May 12, 1972 Agreements)

Section 3.

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

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

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

The local committee of each organization affected Signatory hereto and the proper representative of the carrier will cooperate in the assignment of remaining forces.

(From Sections 4-(A) and 4-(B) of December 17, 1941 Agreement)

Section 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 ten (10) days' notice shall be given, except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given affected employee.

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

(From Section 5 of December 17, 1941 Agreement)

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

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

(From Article I • Vacations - Section 4 of August 21, 1954 Agreement)

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Section 5.

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

(From Section 9 of December 17, 1941 Agreement)

Section 6.

(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 traded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.

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

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

(From Section 10 of December 17, 1941 Agreement)

Section 7.

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.

(From Section 11 of December 17, 1941 Agreement)

Section 8.

(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 therefore under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained

on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

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

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

(From Section 12 of December 17, 1941 Agreement)

SUPPLEMENT C
MEDIATION AGREEMENT Case No. A-7030

This Agreement made this 25th day of September, 1964, by and between the participating carriers listed in Exhibits A, B and C attached hereto and made a part hereof and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such carriers shown thereon and represented by the railway labor organizations signatory hereto, through the Railway Employees' Department, AFL-CIO,

Witnesseth:

IT IS AGREED:

ARTICLE I - EMPLOYEE PROTECTION

Section 1.

The purpose of this rule is to afford protective benefits for employees who are displaced or deprived of employment as a result of changes in the operations of the carrier due to the causes listed in Section 2 hereof, and, subject to the provisions of this Agreement, the carrier has and may exercise the right to introduce technological and operational changes except where such changes are clearly barred by existing rules or agreements.

Any job protection agreement which is now in effect on a particular railroad which is deemed by the authorized employee representatives to be more favorable than this Article with respect to the transaction such as those referred to in Section 2 hereof, may be preserved as to such transaction by the representatives so notifying the carrier within thirty days from the date of receipt of notice of such transaction, and the provisions of this Article will not apply with respect to such transaction.

None of the provisions of this Article shall apply to any transactions subject to approval by the Interstate Commerce Commission, if the approval order of the Commission contains equal or more favorable employee protection provisions, or to any transactions covered by the Washington Job Protection Agreement.

Section 2.

The protective benefits of the Washington Job Protection Agreement of May, 1936, shall be applicable, as more specifically outlined below, with respect to employees who are deprived of employment or placed in a worse position with respect to compensation and rules governing working conditions as a result of any of the following changes in the operations of this individual carrier:

- a. Transfer of work;
- b. Abandonment, discontinuance for 6 months or more, or consolidation of facilities or services or portions thereof;
- c. Contracting out of work;
- d. Lease or purchase of equipment or component part: thereof, the installation, operation, servicing or repairing of which is to be performed by the lesser or seller;
- e. Voluntary or involuntary discontinuance of contracts;
- f. Technological changes; and,
- g. Trade-in or repurchase of equipment or unit exchange.

Section 3.

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to work due to disability or discipline, or failure to obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements or reductions in forces due to seasonal requirements, the layoff of temporary employees or a decline in a carrier's business, or for any other reason not covered by Section 2 hereof. In any dispute over whether an employee is deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions due to causes listed in Section 2 hereof or whether it is due to the causes listed in Section 3 hereof, the burden of proof shall be on the carrier.

Section 4.

The carrier shall give at least sixty (60) days (ninety (90) days in cases that will require a change of employee's residence) written notice of the abolition of jobs as a result of changes in operation: for any of the reasons set forth in Section 2 hereof, by posting a notice on bulletin boards convenient to the interested employee and by sending certified mail notice to the General Chairman or such Interested employees. Such notice shall contain a full and adequate statement of the proposed changes in operations, including an estimate of the number of employees of each class affected by the intended changes, and a full disclosure of all facts and circumstances bearing on the proposed discontinuance of positions. The date and place of a conference between representatives of the carrier and the General Chairman or his representative, at his option, to discuss the manner in which and the extent to which employees may be affected by the changes involved, shall be agreed upon within ten (10) days after the receipt of said notice and conference shall commence within thirty (30) days from the date of such notice.

Section 5.

Any employee who is continued in service, but who is placed, as a result of a change in operations for any of the reasons set forth in Section 2 hereof, in a worse position with respect to compensation and rules governing working conditions, shall be accorded the benefits set forth in Section 6(a), (b) and (c) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 6(a). No employee of any of the carriers involved in a particular coordination who is continued in service shall, for a period not exceeding five years following the effective date of such coordination, be placed, as a result of such coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such coordination so long as he is unable in the normal exercise of his seniority rights under existing agreements, rules and practices to obtain a position producing compensation equal to or exceeding the compensation of the position held by him at the time of the particular coordination, except however, that if he fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he

shall thereafter be treated for the purposes of this section as occupying the position which he elects to decline.

(b) The protection afforded by the foregoing paragraph shall be made effective whenever appropriate through what is hereby designated as a 'displacement allowance' which shall be determined in each instance in the manner hereinafter described. Any employee entitled to such an allowance is hereinafter referred to as a 'displaced' employee.

(c) Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement (such twelve (12) months being hereinafter referred to as the 'test period') and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and average monthly time paid for, which shall be the minimum amounts used to guarantee the displaced employee, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation he shall be paid the difference, less compensation for anytime lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period."

Section 6.

Any employee who is deprived of employment as a result of a change in operations for any of the reasons set forth in Section 2 hereof shall be accorded a monthly dismissal allowance in accordance with the terms and conditions set forth in Section 7(a) through (j) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 7 (a). Any employee of any of the carriers participating in a particular coordination who is deprived of employment as a result of said coordination shall be accorded an allowance (hereinafter termed a coordination allowance), based on length of service, which (except in the case of an employee with less than one year of service) shall be a monthly allowance equivalent in each instance to sixty per cent (60%) of the average monthly compensation of the employee in question during the last twelve months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the coordination. This coordination allowance will be made to each eligible employee while unemployed by his home road or in the coordinated operation during a period beginning at the date he is first deprived of employment as a result of the coordination and extending in each instance for a length of time determined and limited by the following schedule:

Length of Service	Period of Payment
1 yr. and less than 2 yrs.	6 months
2 yrs. and less than 3 yrs.	12 months
3 yrs. and less than 5 yrs.	18 months
5 yrs. and less than 10 yrs.	36 months
10 yrs. and less than 15 yrs.	48 months
15 yrs. and over	60 months

In the case of an employee with less than one year of service, the total coordination allowance shall be a lump sum payment in an amount equivalent to sixty (60) days pay at

the straight time daily rate of the last position held by him at the time he is deprived of employment as a result of the coordination.

(b) For the purposes of this agreement the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(c) An employee shall be regarded as deprived of his employment and entitled to a coordination allowance in the following cases:

1. When the position which he holds on his home road is abolished as result of coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the coordinated operation, or
2. When the position he holds on his home road is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of said coordination, or by other employees, brought about as a proximate consequence of the coordination, and if he is unable by the exercise of his seniority rights to secure another position on his home road or a position in the coordinated operation.

(d) An employee shall not be regarded as deprived of employment in case of his resignation, death, retirement or pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally, dismissal for justifiable cause in accordance with the rules, or furloughed because of reduction in forces due to seasonal requirements of the service; nor shall any employee be regarded as deprived of employment as the result of a particular coordination who is not deprived of his employment within three years from the effective date of said coordination.

(e) Each employee receiving a coordination allowance shall keep the employer informed of his address and the name and address of any other person by whom he may be regularly employed.

(f) The coordination allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished while he is absent from service, he will be entitled to the coordination allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a coordination allowance on the basis of said position until the regular employee is available for service and thereafter shall revert to his previous status and will be given a coordination allowance accordingly if any is due.

(g) An employee receiving a coordination allowance shall be subject to call to return to service after being notified in accordance with the working agreement, and such employee may be required to return to the service of the employing carrier for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, if his return does not infringe upon the employment rights of other employees under the working agreement.

(h) If an employee who is receiving coordination allowance returns to service the coordination allowance shall cease while he is so reemployed and the period of time

during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a coordination allowance. During the time of such reemployment however he shall be entitled to protection in accordance with the provisions of Section 6.

(i) If an employee who is receiving a coordination allowance obtains railroad employment (other than with his home road or in the coordinated operation) his coordination allowance shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his coordination allowance is based; provided that this shall not apply to employees with less than one year's service.

0) A coordination allowance shall cease prior to the expiration of its prescribed period in the event of:

1. Failure without good cause to return to service in accordance with working agreement after being notified of position for which he is eligible and as provided in paragraphs (g) and (h).

2. Resignation. 3. Death.

4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally.

5. Dismissal for justifiable cause."

Section 7.

Any employee eligible to receive a monthly dismissal allowance under Section 6 hereof may, at his option at the time he becomes eligible, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the provisions of Section 9 of the Washington Job Protection Agreement of May, 1936, reading as follows:

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

Length of Service	Separation Allowance
1 year & less than 2 yrs.	3 months' pay
2 years & less than 3 yrs.	6 months' pay
3 years & less than 5 yrs.	9 months' pay
5 years & less than 10 yrs.	12 months' pay
10 years & less than 15 yrs.	12 months' pay
15 years and over	12 months' pay

In the case of employees with less than one year's service, five days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7.

(b) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordinator."

Section 8.

Any employee affected by a change in operations for any of the reasons set forth in Section 2 hereof shall not be deprived of benefits attaching to his previous employment,

such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of the carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Section 9.

Any employee who is retained in the service of the carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 10 of the Washington Job Protection Agreement of May, 1936, reading as follows:

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

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

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

Section 10.

Any employee who is retained in the service of the carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the carner's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 11 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 11 (a). The following provisions shall apply, to the extent they are applicable in each instance, to any employee who is retained in the service of any of the carriers

involved in a particular coordination (or who is later restored to such service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as a result of such coordination and is therefore required to move his place of residence:

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

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

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

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

(c) No claim for loss shall be paid under the provisions of this section which is not presented within three years after the effective date of the coordination.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the carrier, respectively; these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party. "

Section 11.

When positions are abolished as a result of changes in the carrier's operations for any of the reasons set forth in Section 2 hereof, and all or part of the work of the abolished positions is transferred to another location or locations, the selection and assignment of forces to perform the work in question shall be provided for by agreement of the General Chairman of the craft or crafts involved and the carrier establishing provisions appropriate for application in the particular case; provided however, that under the terms

of the agreement sufficient employees will be required to accept employment within their classification so as to insure a force adequate to meet the carrier's requirements. In the event of failure to reach such agreement, the dispute may be submitted by either party for settlement as hereinafter provided.

Section 12.

Any dispute with respect to the interpretation or application of the foregoing provisions of Sections 1 through 11 of this Article (except as defined in Section 10) with respect to job protection, including disputes as to whether a change in the carrier's operations is caused by one of the reasons set forth in Section 2 hereof, or is due to causes set forth in Section 3 hereof, and disputes as to the protective benefits to which an employee or employees may be entitled, shall be handled as hereinafter provided.

ARTICLE II. SUBCONTRACTING

The work set forth in the classification of work rules of the crafts parties to this agreement will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article II.

Section 1.

Applicable Criteria

Subcontracting of work, including unit exchange, will be done only when (1) managerial skills are not available on the property; or (2) skilled manpower is not available on the property from active or furloughed employees; or (3) essential equipment IS not available on the property; or (4) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; (5) such work cannot be performed by the carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed. Unit exchange as used herein means the trading in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts.

Section 2.

Advance Notice Submission of Data Conference

If the carrier decides that in the light of the criteria specified above it is necessary to subcontract work of a type currently performed by the employees, it shall give the General Chairman of the craft or crafts involved notice of intent to contract out and the reasons therefore, together with supporting data. Advance notice shall not be required concerning minor transactions. The General Chairman or his designated representative will notify the carrier within ten days from the postmarked date of the notice of any desire to discuss the proposed action. Upon receipt of such notice the carrier shall give such representative of the organization at least ten days advance notice of the conference to discuss the proposed action. If the parties are unable to reach agreement at such conference the carrier may, notwithstanding, proceed to subcontract the work, and the organization may process the dispute to a conclusion as hereinafter provided.

Section 3.

Request for Information When No Advance Notice Is Given

If the General Chairman of a craft requests the reasons and supporting data for the subcontracting of work for which no notice of Intent has been given, in order to determine whether the contract is consistent with the criteria set forth above, such information shall be furnished him promptly. If a conference is requested by the General Chairman or his designated representative, it shall be arranged at a mutually acceptable time and place. Any dispute as to whether the contract is consistent with the criteria set forth in Section 1 may be processed to a conclusion as hereinafter provided.

ARTICLE III
ASSIGNMENT OF WORK - USE OF SUPERVISORS

None but mechanics or apprentices regularly employed as such shall do mechanics' work as per the special rules of each craft except foremen at points where no mechanics are employed. However, craft work performed by foremen or other supervisory employees employed on a shift shall not in the aggregate exceed 20 hours a week for one shift, 40 hours a week for two shifts, or 60 hours for all shifts.

If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General Chairmen of the organizations affected. Any disputes over the application of this rule shall be handled as provided hereinafter.

An incumbent supervisor who assumed his present position prior to October 15, 1962, at a point where no mechanic is employed, may be retained in his present position. However, his replacements shall be subject to the preceding paragraphs of this rule. (See Supplement N)

ARTICLE V
COUPLING, INSPECTION AND TESTING

In yards or terminals where carmen in the service of the carrier operating or servicing the train are employed and are on duty in the departure yard, coach yard or passenger terminal from which trains depart, such inspecting and testing of air brakes and appurtenances on trains as is required by the carrier in the departure yard, coach yard, or passenger terminal, and the related coupling of air, signal and steam hose incidental to such inspection, shall be performed by the carmen.

This rule shall not apply to coupling of air hose between locomotive and the first car of an outbound train; between the caboose and the last car of an outbound train or between the last car in a "double-over" and the first car standing in the track upon which the outbound train is made up.

ARTICLE VI
RESOLUTION OF DISPUTES

Section 1.

Establishment of Shop Craft Special Board of Adjustment

In accordance with the provisions of the Railway Labor Act, as amended, a Shop Craft Special Board of Adjustment, hereinafter referred to as "Board", is hereby established for the purpose of adjusting and deciding disputes which may arise under Article I, Employee Protection, and Article II, Subcontracting, of this agreement. The parties agree that such disputes are not subject to Section 3, second, of the Railway Labor Act, as amended.

Section 2.

Consist of Board

The Board shall consist of 4 members, 2 appointed by the organizations party to this agreement, and 2 appointed by the carriers party to this agreement. For each dispute the Board shall be augmented by one member selected from the panel of potential referees in the manner hereinafter provided. Successors to the members of the Board shall be appointed in the same manner as the original appointees.

Section 3.

Appointment of Board Members

Appointment of the members of the Board shall be made by the respective parties within thirty days from the date of the signing of this agreement.

Section 4.

Location of Board Office

The Board shall have offices in the City of Chicago, Illinois.

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Section 5.

Referees - Employee Protection and Subcontracting

The parties agree to select a panel of six potential referees for the purpose of disposing of disputes before the Board arising under Articles I and II of this agreement. Such selections shall be made within thirty (30) days from the date of the signing of this agreement. If the parties are unable to agree upon the selection of the panel of potential referees within the 30 days specified, the National Mediation Board shall be requested to name such referees as are necessary to fill the panel within 5 days after the receipt of such request.

Section 6.

Term of Office of Referees

The parties shall advise the National Mediation Board of the names of the potential referees selected, and the National Mediation Board shall notify those selected, and their successors, of their selection, informing them of the nature of their duties, the parties to the agreement and such information as it may deem advisable, and shall obtain their consent to serve as a panel member. Each panel member selected shall serve as a member until January 1, 1966, and until each succeeding January 1 thereafter unless written notice is served by the organizations or the carriers parties to the agreement, at least 60 days prior to January 1 in any year that he is no longer acceptable. Such notice shall be served by the moving parties upon the other parties to the agreement, the members of the Board and the National Mediation Board. If the referee in question shall then be acting as a referee in any case pending before the Board, he shall serve as a member of the Board until the completion of such case.

Section 7.

Filling Vacancies • Referees

In the event any panel member refuses to accept such appointment, dies, or becomes disabled so as to be unable to serve, is terminated in tenure as hereinabove provided, or a vacancy occurs in panel membership for any other reason, his name shall immediately be

stricken from the list of potential referees. The members of the Board shall, within thirty days after a vacancy occurs, meet and select a successor for each member as may be necessary to restore the panel to full membership. If they are unable to agree upon a successor within thirty days after such meeting, he shall be appointed by the National Mediation Board.

Section 8.

Jurisdiction of Board

The Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation or application of Article I, Employee Protection, and Article II, Subcontracting.

Section 9.

Submission of Dispute

Any dispute arising under Article I, Employee Protection, and Article II, Subcontracting, of this agreement, not settled in direct negotiations may be submitted to the Board by either party, by notice to the other party and to the Board.

Section 10.

Time Limit for Submission

Within 60 days of the postmarked date of such notice, both parties shall send 15 copies of a written submission to their respective members of the Board. Copies of such submissions shall be exchanged at the initial meeting of the Board to consider the dispute. (See Supplement C-3.)

Section 11.

Content of Submission

Each written submission shall be limited to the material submitted by the parties to the dispute on the property and shall include:

- (a) The question or questions in issue;
- (b) Statement of facts;
- (c) Position of employee or employees and relief requested; (d) Position of company and relief requested.

Section 12.

Failure of Agreement Appointment of Referee

If the members of the Board are unable to resolve the dispute within twenty days from the postmarked date of such submission, either member of the Board may request the National Mediation Board to appoint a member of the panel of potential referees to sit with the Board. The National Mediation Board shall make the appointment within five days after receipt of such request and notify the members of the Board of such appointment promptly after it is made. Copies of both submissions shall promptly be made available to the referee.

Section 13.

Procedure at Board Meetings

The referee selected shall preside at meetings of the Board and shall be designated for the purpose of a case as the Chairman of the Board. The Board shall hold a meeting for the

purpose of deciding the dispute within 15 days after the appointment of a referee. The Board shall consider the written submission and relevant agreements, and no oral testimony or other written material will be received. A majority vote of all members of the Board shall be required for a decision of the Board. A partisan member of the Board may in the absence of his partisan colleague vote on behalf of both. Decisions shall be made within thirty days from the date of such meeting.

Section 14.

Remedy

If there is a claim for wage loss on behalf of a named claimant, arising out of an alleged violation of Article II, Subcontracting, which is sustained, the Board's decision shall not exceed wages lost and other benefits necessary to make the employee whole.

Section 15.

Final and Binding Character

Decisions of the Board shall be final and binding upon the parties to the dispute.

Section 16.

Extension of Time Limits

The time limits specified in this Article may be extended only by mutual agreement of the parties.

Section 17.

Records

The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.

Section 18.

Payment of Compensation

The parties hereto will assume the compensation, travel expense and other expense of the Board members selected by them. Unless other arrangements are made, the office, stenographic and other expenses of the Board, including compensation and expenses of the neutral members thereof, shall be shared equally by the parties.

Section 19.

Disputes Referred to Adjustment Board

Disputes arising under Article III, Assignment of Work - Use of Supervisors, Article IV, Outlying Points, and Article V, Coupling, Inspection and Testing, of this agreement, shall be handled in accordance with Section 3 of the Railway Labor Act, as amended.

ARTICLE VII

EFFECT OF THIS AGREEMENT

This agreement is in full and final settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, Band C on or about October 15, 1962; and out of proposals served by the Individual railroads on organization representatives of the employees involved on or about June 17, 1963. This agreement shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by each of the organizations signatory hereto.

ARTICLE VIII EFFECTIVE DATE

The provisions of this agreement shall become effective November 1, 1964, and shall continue in effect until January 1, 1966, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended. Section 6 notices will not be initiated nor progressed locally or concertedly covering the subject matter contained in the proposals of the parties referred to in Article VII, prior to January 1, 1966.

ARTICLE IX COURT APPROVAL

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

SIGNED AT WASHINGTON, D.C. THIS 25TH DAY OF SEPTEMBER, 1964. 0

SUPPLEMENT C-1

Memorandum of Understanding re Article VI, of Mediation Agreement of September 25, 1964 by and between the participating carriers listed in Exhibits A, Band C of said agreement represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such carriers shown thereon and represented by the railway labor organizations signature thereto, through the Railway Employees' Department, AFL-CIO.

Under the provisions of Article VI, Section 19, disputes arising under Article III - Assignment of Work, Article IV - Outlying Points, and Article V - Coupling, Inspection and Testing, are to be handled in accordance with Section 3 of the Railway Labor Act. It is clear that with respect to such disputes subject to handling under Section 3 of the Act any claim or grievance is subject to the time limits and procedural requirements of the Time limit on Claims Rule.

A different situation exists with respect to disputes arising under Article I - Employee Protection, and Article 11-Subcontracting. Article VI provides a "Shop Craft Special Board of Adjustment" for the purpose of adjusting and deciding disputes arising out of those two Articles (Article VI, Section 1), and specifically provides (Article VI, Section 8) that the Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation or application of those two Articles.

During our negotiations, It was understood by both parties that disputes under Articles I and II need not be progressed in the "usual manner" as required under Section 3 of the Railway Labor Act, but could be handled directly with the highest officer in the interest of expeditious handling, Section 10 through 13 set up special time limits to govern the handling of submissions to the Special Board, thus providing special procedures which are intended to supersede the provisions of the standard Time Limit Rule. Therefore, such disputes being processed to a conclusion through the Shop Craft Special Board are not subject to the provisions of the standard Time Limit Rule.

However, if there should be any claims filed for wage loss on behalf of a named claimant arising out of an alleged violation of Article II - Subcontracting (See Section 14 of Article VI), such claims for wage loss should be filed promptly and within sixty days of the filing of the alleged violation of Article II - Subcontracting, with the same carrier officer as to whom such violation of Article II was directed by the General Chairman of the craft or crafts involved, or his representative. If such claim is a continuous one, it cannot begin to run prior to the date the claim is presented. If the alleged violation of

Article II • Subcontracting, is then submitted to the Shop Craft Special Board of Adjustment, it will be considered that the special procedural provisions of

Article VI have been complied with.

Failure to handle as set forth in the preceding paragraph shall not be considered as a precedent or waiver of the contentions of the carriers or employees as to other similar claims.

This understanding is a supplement to Article VI of the September 25, 1964 Agreement and will become effective as of this date.

FOR THE CARRIERS:

J.E. Wolfe Chairman, National Railway Labor Conference
January 6, 1965

FOR THE ORGANIZATIONS

Michael Fox
President, Railway Employees' Department, AFL-CIO

ARTICLE VIII RESOLUTION OF DISPUTES

Article VI of the September 25, 1964 Agreement Is amended as follows:

Section 1:

Eliminate the last sentence of Section 1 and substitute the following:

The parties agree that such Board shall have exclusive authority to resolve all disputes arising under the terms of Articles I & II of this Agreement, as amended by the Agreement of December 4, 1975. Awards of the Board shall be subject to judicial review by proceedings in the United States District Court in the same manner and Subject to the same provisions that apply to awards of the National Railroad Adjustment Board.

Section 10.

Amend to read as follows:

Within 60 days of the postmarked date of such notice, both parties shall send 15 copies of a written submission to their respective members of the Board. Copies of such submissions shall be exchanged at the Initial meeting of the Board to consider the dispute.

Section 15.

Revise to read as follows:

Decisions of the Board shall be final and binding upon the parties to the dispute. In the event an Award is In favor of an employee or employees, it shall specify a date on or before which there shall be compliance with the Award. In the event an

SUPPLEMENT D
DEPENDENTS HOSPITAL, SURGICAL AND MEDICAL BENEFITS AND
EMPLOYEE GROUP LIFE INSURANCE

Employees covered by this Agreement were included under the coverage of Travelers Group Policy No. GA-23000 effective December 1, 1956, and a summary of these benefits, which are outlined in booklet form, are issued periodically by The Travelers Insurance Company and the Agreement will not be reproduced herein.

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SUPPLEMENT E
EMPLOYEE AND DEPENDENT COVERAGE UNDER NATIONAL DENTAL
PLAN

Employees covered by this Agreement are included in National Dental Plan effective March 1, 1976. Benefits are set forth in National Agreements dated January 29, 1975, March 12, 1975, December 4, 1975, December 2, 4 and 6, 1979 and in booklet form issued by Aetna Life Insurance Company, of Hartford, Connecticut and the Agreement will not be reproduced herein.

SUPPLEMENT G
SHOPCRAFT UNION SHOP AGREEMENT

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 organizations; 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 accepted 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 ex• accepted employees are free to be members of the organization at their option.

Section 3.

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

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

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

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

Section 4.

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

membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organization.

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 Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the carrier and the organizations involved and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the carrier will, then within ten calendar days of such receipt, so notify the employee concerned in writing by 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 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 therefore. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the organization, by 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 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 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 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 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 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 anyone of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employee.

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

(e) Provisions of Investigation and discipline rules contained in the Rules and Working Conditions Agreement between a carrier and the organization will not apply to cases arising under this agreement.

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

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

Section 6.

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

Section 7.

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

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

Section 8.

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the

carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the carrier Involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such carrier acts in collusion with any employee; Provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employees whose seniority and employment are terminated by the carrier under the provisions of this agreement.

Section 9.

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

Section 10.

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

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

Section 11.

This agreement shall become effective on February 16, 1953, 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 carrier and those employees represented by each organization signatory hereto. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

SUPPLEMENT H
COST FREE UNION DUES DEDUCTION AGREEMENT

Within 60 days following request by the organizations, each railroad party to this Agreement and the organizations signatory to this Agreement will reach an understanding or agreement to modify their union dues deduction agreement (or, if there is no dues deduction agreement, the parties on the individual railroads will negotiate a union dues deduction agreement), effective with the first calendar month following 60 days after the date of such agreement (unless otherwise agreed to), which will conform to the following guidelines:

1. Deductions will be limited to periodic union dues, Initiation fees, and assessments (not including fines and penalties) which are uniformly required as a condition of acquiring or retaining membership.
2. No costs will be charged against the organizations or the affected employees in connection with the dues deduction agreement.
3. Appropriate written assignment form executed by the Individual involved must be in the hands of the designated railroad officer at least 30 days in advance of the first payroll deduction scheduled for that individual; provided, however, that dues deduction assignments currently in effect need not be reexecuted and may be continued in effect subject to their terms and conditions.
4. The dues deduction amounts may not be changed more often than once every three months.
5. The parties to the dues. Deduction agreement will mutually agree on the payroll period on which the deductions uniformly will be made.
6. The dues deduction agreement will include appropriate priorities of deductions in cases where the Individual's pay check is insufficient to permit deduction of the full amounts specified on the deduction lists. The following payroll deductions, as a minimum, will have priority over the deductions called for by the dues deduction agreement:
Federal, State, and Municipal taxes; premiums on any life insurance, hospital-surgical insurance, group accident or health Insurance, or group annuities; other deductions required by law, such as garnishments and attachments; and amounts due the carrier by the individual.
7. In the event there is Insufficient earnings to permit the full amount of the union dues deduction, no deduction will be made.
8. The carrier will furnish uniform alphabetical deduction lists (in triplicate) for each local unit each month. Such lists will include the employee's name, Social Security number or pay roll identification number, and the amount of union dues deducted from the pay of each. Employee.

Any organization now having a dues deduction agreement may retain such agreement in its entirety unless and until the provisions of the introductory paragraph of this Article II are implemented.

Section 4.

Deductions made from wages earned in the last pay period of each month will be remitted to Financial Secretary of the Lodge by the 25th day of the month following the month in which deductions were made, together with a list of the form specified in

Exhibit "E", attached hereto and made a part hereof, prepared in triplicate, alphabetically listing the names, pay roll identification numbers, amount of deduction and total amount of deductions, together with a list in triplicate of the employees from whom deductions were not made.

Section 5.

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

Section 6.

Except for remitting to the Organization monies deducted from the wages of employees, the Organization shall Indemnify, defend and save harmless the Carrier from and against any and all claims, demands, liability, losses or damage resulting from the entering into of this Agreement or arising or growing out of any dispute or litigation resulting from any deductions made by the Carrier from the wages of Its employees for or on behalf of the Organization.

Section 7.

This Agreement Is subject to the express agreement of the parties signatory hereto to observe and comply with the provisions of the applicable federal and state laws now in existence or enacted during the term hereof, it being the Intention of either party to relieve the other party from complying with any provision of this Agreement which may be in conflict with or violate any applicable federal or state law now in existence or enacted during the term hereof.

Section 8.

This Agreement shall become effective (date), and the deductions shall commence with the second period of (date), and shall continue In effect until it is changed as provided herein or under provisions of the Railway Labor Act as amended.

Signed at Denver, Colorado, this (date).