

SCOPE

These rules shall be the agreement between Consolidated Rail Corporation (excluding Altoona Shops) and its employees of the classifications herein set forth represented by the Brotherhood of Maintenance of Way Employees, engaged in work generally recognized as Maintenance of Way work, such, as inspection, construction, repair and maintenance of water facilities, bridges, culverts, buildings and other structures, tracks, fences and roadbed, and work which, as of the effective date of this Agreement, was being performed by these employees, and shall govern the rates of pay, rules and working conditions of such employees.

In the event the Company plans to contract out work within the scope of this Agreement, except in emergencies, the Company shall notify the General Chairman involved, in writing, as far in advance of the date of the contracting transaction as is practicable and in any event not less than fifteen (15) days prior thereto. "Emergencies" applies to fires, floods, heavy snow and like circumstances.

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

The listing of the various classifications in Rule 1 is not intended to require the establishment or to prevent the abolishment of positions in any classification, nor to require the maintenance of positions in any classification. The listing of a given classification is not intended to assign work exclusively to that classification. It is understood that employees of one classification may perform work of another classification subject to the terms of this Agreement.

It is understood and agreed in the application of this Scope that any work which is being performed on the property of any former component railroad by employees other than employees covered by this Agreement may continue to be performed by such other employees at the locations at which such work was performed by past practice or agreement on the effective date of this Agreement; and it is also understood that work not covered by this Agreement which is being performed on the property of any former component railroad by employees covered by this Agreement will not be removed from such employees at the locations at which such work was performed by past practice or agreement on the effective date of this Agreement.

Definitions:

- (1) The term "union representative" means an individual certified by the Brotherhood of Maintenance of Way Employees.
- (2) Except as otherwise specified, all reference to number of days in this agreement means calendar days.
- (3) Working zones in each divisional seniority district shall be equivalent to each Supervisor's subdivision (effective July 1, 1982), the Division Engineer shall publish a list indicating the territory of each working zone. Such zones will not be changed thereafter without agreement with the interested General Chairman. 1/

The location an employee last held an advertised position shall determine his working zone. Within 60 days after July 1, 1982 or within 10 days after furlough, an employee may designate, in writing to the Division Engineer, another zone as his working zone.

Work Zones for Regional production units (East and West Zones) are as identified in letter dated December 7, 1992, Attachment 7. 2/

It is understood that by agreement between the Chief Engineer-MW and the involved General Chairmen, the larger Supervisor's subdivisions may be divided into more than one working zone and, in terminal areas, more than one subdivision may be combined into one working zone.

- (4) The terms "displace" and "displaced" as used in this Agreement mean physical displacement.

RULE 1-SENIORITY CLASSES

The seniority classes and primary duties of each class are:

Bridge and Building Department

A. Inspector Roster:

Inspector

Inspect bridges, buildings and other structures.

A-1. Inspector Scale Roster:

Inspector Scale

Inspects scales

B. Bridge and Building Roster:

1. B & B Foreman

Direct and work with employees assigned under his jurisdiction.

2. Assistant Foreman

Direct and work with employees assigned to him under the supervision of a Foreman.

3. B & B Mechanic

Construct, repair and maintain bridges, buildings and other structures.

4. B & B Helper

Assist B & B Mechanic.

C. Plumber Roster:

1. Plumber Foreman

Direct and work with employees assigned under his jurisdiction.

2. Assistant Foreman

Direct and work with employees assigned to him under the supervision of a Foreman.

3. Plumber

Construct, repair and maintain plumbing piping facilities.

4. Plumber Helper

Assist Plumber.

D. Structural Welding Roster:

1. Structural Welder Foreman.

Direct and work with employees assigned under his jurisdiction.

2. Structural Welder

Perform welding on bridges, buildings and other structures.

3. Structural Welder Helper
Assist Structural Welder.

E. Vent Cleaner Roster:

- Vent Cleaner
- Maintain vents.

Track Department

A. Track Roster:

1. Foreman
Direct and work with employees assigned under his jurisdiction.
2. Assistant Foreman
Direct and work with employees assigned to him under the supervision of a Foreman.
3. Trackman
Construct, maintain, repair, inspect and dismantle track and appurtenances thereto.

B. Machine Operator Rosters (*):

1. Machine Operator - Class 3

Operate the following machines:

- Boltmaster
- Joint Straightner
- Track Liner
- Handyman
- Automatic Anchor Applier
- Tie Spacer
- Snow Flanger
- Weed Burner or Rail Heater
- Brush Cutter
- Tie Bed Scarifier/Inserter
- Tie Butt Pusher
- Fairmont Tie Extruder - Large
- Wide Gauge Rail Threader-Dual
Rail Gang
- Standard Gauge Rail Threader-
Dual Rail Gang
- Cribber - Dual Rail Gang
- Gauge Spiker - Dual Rail Gang

Rail Gang Air Compressor
 Tie Destroyer
 Snow Plow
 Anchor Spreader 31/
 Anchor Adjuster 31/
 Plate Remover - Single 31/
 Plate Remover - Dual 31/
 Scrap Loader 31/
 Automatic Rail Lifter 31/
 Norberg Grabber Spike Puller 28/

2. Machine Operator - Class 2

Operate the following machines:

Bulldozer
 Front End Loader
 Backhoe
 Crossing Machine-Speedswing
 Tampers (without auto. raising & lining)
 Ballast Regulator
 Road Grader
 Tie Inserter or Injector
 Yard Cleaner
 Auto Track - Loram (Mannix)
 Switch Undercutter
 Plasser Cribber
 Tie Handler
 Tie Saw
 Tie Shear
 Brush Cutter (on track)
 Audiogage
 Jet Snow Blower
 Double Broom 31/
 Ballast Compactor 31/
 Klipper Brushcutter 31/
 Tractor Brushcutter 31/
 Tie Exchanger 31/
 FEL W/Snow Blower 31/
 Adzers 31/
 Automatic Spikers 31/

Employees obtaining Machine Operator-Class 2 seniority class also obtain seniority as Machine Operator-Class 3 if they do not already possess such seniority.

3. Machine Operator - Class 1

Operate the following machines:

Locomotive Crane
 Burro Crane
 Crawler Crane
 Truck Crane

Gradall - Hydraxcavator
 Pile Driver
 Production Tamper
 (with auto. raising & lining)
 Jordan Spreader
 Undercutter/Cleaner
 Jimbo Material Handler 31/
 Track Stabilizer 31/
 Soil Test Machine 31/
 Car Mover 31/
 Multi-Cranes 31/
 Beilhack Snow Blower 31/
 CAT Tamper 31/

Employees obtaining Machine Operator-Class 1 seniority shall also obtain seniority as Machine Operator-Class 2 and Machine Operator-Class 3 if they do not already possess such seniority.

C. Welder Roster:

1. Welder Foreman

Direct and work with employees assigned under his jurisdiction.

2. Welder

Perform welding of track and appurtenances thereto.

3. Welder Helper

Assist Welder.

D. Repairman Roster (*):

1. Repairman Foreman

Direct and work with employees assigned under his jurisdiction.

2. Repairman

Repair tools, machinery and equipment.

3. Repairman Helper

Assist Repairman.

E. Vehicle Operator Roster (*):

Vehicle Operator

Operate highway or rail-highway vehicles.

F. Bridge Roster (*):

1. Bridge Operator

Operate bridges.

2. Bridge Tender

Assist Bridge Operator.

G. Cook Roster (*):

1. Camp Cook

Prepare and serve camp meals.

2. Camp Car Attendant

Assist Camp Cook.

H. Crossing Watchman Roster:

Crossing Watchman

Protect traffic at grade crossing

I. Lubricator Maintainer Roster:

Lubricator Maintainer

Lubricate track and appurtenances.

J. Lampman Roster:

Lampman

Maintain lamps.

(*) - Applies to such positions in either Track or B & B
Departments.

System Shops

System Shop Rosters:

Roster #1 (a). Foreman

(b). Inspector

(c). Machine Operator

Roster #2 (a). Repairman
(b). Repairman Helper

Roster #3 (a). Welder
(b). Welder Helper

Regional Production Units (East and West Zones) 3/

Regional Production Unit Rosters:

Track (6 Rosters)

Roster #1 (a). Foreman
(b). Assistant Foreman
(c). Trackman

Roster #2 Machine Operator

(a). Class 3
(b). Class 2
(c). Class 1

(Shall apply in the same manner as
Track Department Machine Operator)

Roster #3 Repairman

Roster #4 (a). Cook
(b). Camp Car Attendant

Roster #5 Vehicle Operator

Roster #6 (a). Foreman Welder
(b). Welder
(c). Welder Helper

RULE 2 -- APPLICATION FOR EMPLOYMENT

Section 1. Probationary period.

Applications for employment will be rejected within sixty (60) days after seniority date is established, or application shall be considered accepted. Applications rejected by the Company must be declined in writing to the applicant.

Section 2. Omission or falsification of information.

An employee who has been accepted for employment in accordance with Section 1 will not be terminated or disciplined by the Company for furnishing incorrect information in connection with an application for employment or for withholding information there from unless the information involved was of such a nature that the employee would not have been hired if the Company had had timely knowledge of it.

RULE 3 - SELECTION OF POSITIONS

Section 1. Assignment to position.

In the assignment of employees to positions under this Agreement, qualification being sufficient, seniority shall govern.

The word "seniority" as used in this Rule means, first, seniority in the class in which the assignment is to be made, and thereafter, in the lower classes, respectively, in the same group in the order in which they appear on the seniority roster.

Section 2. Qualifications for positions.

In making application for an advertised position or vacancy, or in the exercise of seniority, an employee will be permitted, on written request, or may be required, to give a reasonable, practical demonstration of his qualifications to perform the duties of the position.

Section 3. Advertisement and award.

(a) All positions and vacancies will be advertised within thirty (30) days previous to or within twenty (20) days following the dates they occur. The advertisement shall show position title, rate of pay, headquarters, tour of duty, rest days and designated meal period.

(b) Advertisements will be posted on Monday or Tuesday and shall close at 5:00 P.M. on the following Monday. Advertisement will be posted at the headquarters of the gangs in the sub-department of employees entitled to consideration in filling the positions, during which time an employee may file his applications.

(c) Bids for a new position or vacancy advertised under this Rule must be prepared on Form CT-88, and filed with the official whose name appears on the advertisement, who will detach receipt, sign, and return same to bidder. Each furloughed employee shall be an automatic bidder for advertised positions for which he has seniority and is qualified in his working zone, including positions in divisional gangs without fixed headquarters if the gang is located therein at the close of the advertisement. 4/

(d) Awards will be made and bulletin announcing the name of the successful applicant will be posted within seven (7) days after the close of the advertisement.

This Rule shall not be construed so as to require the placing of employees on their awarded positions when properly qualified employees are not available at the time to fill their places, but physical transfers must be made within ten (10) days.

(e) An advertisement may be canceled within seven (7) days from the date advertisement is posted.

(f) An employee who desires to withdraw his bid or application for an advertised position or vacancy must file his request, in writing, with the official whose name appears on the advertisement within seven (7) days from the date the advertisement is posted.

(g) Copy of advertisements, awards and abolishments will be furnished the General Chairman or designated representative.

Section 4. Filling temporary vacancies.

(a) A position or vacancy may be filled temporarily pending assignment. When new positions or vacancies occur, the senior qualified available employees will be given preference, whether working in a lower rated position or in the same grade or class pending advertisement and award.

When furloughed employees are to be used to fill positions under this Section, the senior qualified furloughed employees in the seniority district shall be offered the opportunity to return to service. Such employees who return and are not awarded a position or assigned to another vacancy shall return to furlough status. 5/

(b) An employee so assigned may be displaced by a senior qualified employee working in a lower rated position or in the same grade or class, provided displacement is made prior to the starting time of the assigned tour of duty, by notice to the foreman or other officer in charge. The latter employee will not be subject to displacement from such temporary assignment by a senior employee unless the senior employee is unable to exercise seniority to another position in his working zone.

(c) Employees temporarily assigned in accordance with the foregoing will be governed by the starting time, headquarters, tour of duty and rate of pay of the position so filled.

The provisions of this paragraph (c) apply only when positions are filled by the Company in accordance with paragraph (a) of this Rule, and when an employee in the exercise of seniority displaces a junior employee.

The provisions of this paragraph (c) do not apply to employees assigned by the Company to fill vacancies or new positions pending assignment after they have expressed a desire not to be so assigned.

(d) An employee assigned to temporary service may, when released, return to the position from which taken without loss of seniority; in the event the position from which he was taken has been permanently filled by a senior employee in the exercise of seniority or abolished during his absence, he may exercise his seniority in accordance with provisions of Rule 4, Section 2.

(e) The word "senior" as used in paragraph (a) of this Section means, first, senior in the class in which the assignment is to be made and, thereafter, in the lower classes respectively, in the same group in the order in which the classes appear on the seniority roster. The word "senior" as used in paragraph (b) of this Section means either senior in the class in which the assignment has been made or senior in the highest class in the same group in which the employee assigned holds seniority.

(f) Vacancies which are not advertised may be filled in like manner.

Section 5. Failure to qualify--Advertised position.

An employee failing to qualify for a position within thirty (30) days will not acquire seniority dating on the position for which he failed to qualify and will, within five (5) working days, return to his former position unless it has been abolished or filled by a senior employee, in which event he may exercise seniority.

Section 6. Application for former position vacated.

When an employee bids for and is awarded a position, his former position will be declared vacant and advertised. Such employee cannot make application for the position he has just vacated, unless his new position is abolished or he is displaced there from or if his former position is vacated by the employee who filled the vacancy, he may then make application and his application will be considered.

RULE 4 - SENIORITY

Section 1. Seniority date.

(a) Except as provided in Rule 3, Section 5, seniority begins at the time the employee's pay starts. If two (2) or more employees start to work on the same day, their seniority rank on the roster will be in alphabetical order. An employee assigned to a position of higher class than trackman will begin to earn seniority in such higher class and lower class on the same seniority roster in which he has not previously acquired seniority from the date first awarded an advertised position in such higher class. He will retain and accumulate seniority in the lower class from which assigned. An employee entering service in a class above that of trackman will acquire seniority in that class from the date assigned to an advertised position and will establish seniority as of the same date in all lower classes on the same seniority roster.

An employee displacing a junior employee who was promoted in his absence in accordance with Rule 5(a) shall acquire the same seniority date as the employee displaced and shall rank immediately above such employee.

(b) If two (2) or more employees acquire seniority in a higher class on the same day, their relative rank in the higher class shall be the same as in the class from which promoted. If promoted from different classes, they will be ranked in accordance with their earliest seniority dates.

(c) No new employees will obtain a roster standing until he has performed 60 days of service.

Section 2. Exercise of seniority.

(a) Except as otherwise provided, an employee may exercise seniority to a position for which he is qualified:

1. when his position is abolished;
2. when the senior employee displacing him physically assumes the duties of the position;
- (*) 3. when the starting time of his position is changed more than one (1) hour except changes caused by Daylight Saving Time; 6/

4. when the rest days of his position are changed;
 5. when returning from a supervisory or official position;
 6. when returning from leave of absence, sickness, jury duty, disability, special duty, vacation or suspension and his former position has been abolished or filled in the exercise of seniority;
 7. when headquarters are changed; or
 8. when disqualified.
- (*) Does not apply to divisional, zone or regional production gangs. 7/

(b) An employee entitled to exercise seniority must exercise seniority within ten (10) days after the date affected. If he presents evidence to his supervisor that extenuating circumstances prevented the exercise of seniority, the ten (10) days specified above shall be extended proportionately to the extent of his absence on account of such circumstances. Failure to exercise seniority to any position within his working zone (either divisional, zone or Regional) shall result in forfeiture of all seniority under this Agreement, except employees who decline to exercise Regional seniority in their Work Zone shall only forfeit such Regional seniority. 8/

(c) Furloughed employees desiring to protect their seniority will keep their correct address on file with the Company and the General Chairman.

Section 3. Return to service.

An employee not in service will be subject to return to work from furlough in seniority order in any class in which he holds seniority in his working zone (either Divisional, Zone or Regional). If he fails to return to service within then (10) days from date notified by certified mail to his last recorded address for a position or vacancy of thirty (30) days or more duration, he will forfeit all seniority under this Agreement. Forfeiture of seniority under this paragraph will not apply when an employee furnished satisfactory evidence to the officer signatory to notification that failure to respond within ten (10) days was due to conditions beyond his control. Copy of recall letter shall be furnished the designated union representative. An employee who declines, in writing, within this ten (10) calendar day period to accept recall to a Regional Unit shall only forfeit all Regional seniority. 9/

Employees that possess seniority on more than one seniority district shall have the right to decline recall to service, but will forfeit all seniority in the seniority district to which they declined to accept recall. 10/

Section 4. Appointment to official or supervisory positions - Retention of seniority.

An employee now filling or who may hereafter accept a supervisory position in the Maintenance of Way Department, including supervisory positions represented by other unions, or official positions with the Company, shall retain and accumulate seniority. An

employee returning from a supervisory or official position must displace any junior employee in the seniority district from which promoted within thirty (30) days from the date he leaves such supervisory or official position in accordance with Section 2 of this Rule.

NOTE: See Appendix "L"__ 29/

Section 5. Seniority districts.

(a) The operating division seniority districts shown in Appendix "C" and the following separate seniority districts are established:

Canton MW Shop
Toledo Welding Plant
Columbus " "
Lucknow " "
Reading Frog & Switch Reclamation Plant
Indiana Harbor Belt Operated Territory
Inspector Scale-System
11/

(b) The following seniority districts for Regional Production Units in the Track Department are shown in Appendix "D":

Seniority District - Eastern Zone
" "- Western Zone

12/

(c) The seniority districts hereby established may only be changed by agreement between the Senior Director-Labor Relations and the involved General Chairman. When the territory of an operating division is subsequently changed, either party may request a meeting to negotiate changes in seniority districts.

Section 6. Seniority rosters.

(a) A roster, revised as of January 1 and to be posted March 1, showing the employee's seniority date in the appropriate seniority district will be posted within such seniority district at headquarter points where employees are required to work. Copies of all rosters will be furnished the General Chairman and the involved local representative(s).

(b) Employees shall have 90 days from the date the roster is posted to file a protest, in writing, with the designated officer of the Company, with copy furnished the General Chairman and local representative. Employees off duty on leave of absence, furlough, sickness, disability, jury duty or suspension at the time the roster is posted, will have not less than 90 days from the date they return to duty to enter protest.

(c) No change on seniority rosters will be made by the Company without conference and agreement with the involved union representative.

RULE 5 - RETURNING TO DUTY AFTER LEAVE OF ABSENCE, SICKNESS, ETC.-EXERCISE OF SENIORITY

(a) An employee returning to duty after leave of absence, vacation, sickness, jury duty, disability, or suspension shall return to his former position and may, within five (5) days

after his return to his former position, exercise displacement to any position advertised during his absence or may displace any junior employee promoted during his absence, subject to Rule 3, Section 2.

(b) If, during such absence, his former position is abolished or filled by another employee in the exercise of seniority, he may exercise seniority as outlined in Rule 4, Section 2 or may displace any junior employee promoted during his absence, subject to Rule 3, Section 2.

(c) An employee displaced from his position by the return of an employee from leave of absence, vacation, sickness, jury duty, disability, or suspension shall exercise seniority as outlined in Rule 4, Section 2.

(d) An employee, failing to exercise seniority within the five (5) days specified in paragraph (a) of this Rule, will forfeit the right to exercise seniority.

RULE 6 - REDUCING FORCES

(a) Notice of force reduction or abolishment of positions shall be given not less than five (5) working days (four (4) working days for four (4) day gangs) in advance and bulletin shall be promptly posted identifying the positions to be abolished, except no advance notice to employees shall be required before temporarily abolishing positions or making temporary force reductions under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (b) below, provided that such conditions result in suspension of the Company's operations in whole or in part. Such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. 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 (4) hours pay at the applicable rate for his position. A copy of the bulletin shall be furnished to the designated union representative.

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

(c) This Rule will be applied so that the notice will be given on an assigned working day and within the assigned working hours of the position.

RULE 7 - LEAVE OF ABSENCE

(a) When requirements of the service will permit and if satisfactory reason is given therefor, employees, upon written request, shall be granted leave of absence for a limited time, without loss of seniority. If for thirty (30) days or less, request must be made to the employee's supervisor. If more than thirty (30) days, request must be made to the Division Engineer, in writing, with a copy to the designated union representative. Leave of absence in excess of ninety (90) days shall not be granted unless agreed to between Chief Regional Engineer or Chief Engineer, MW for Regional Units and the General Chairman. 13/

Employees failing to return when leave of absence expires will forfeit seniority unless proper extension has been obtained.

(b) An employee on leave of absence, who engages in outside employment, will forfeit his seniority unless authorized by agreement between the Manager-Labor Relations and the General Chairman.

(c) The employee may return to service prior to the full completion of the leave of absence upon giving two (2) days' advance notice to the Division Engineer.

(d) An employee shall be granted a leave of absence to serve as accredited representative of the Brotherhood of Maintenance of Way Employees.

(e) An employee given a leave of absence will retain and accumulate seniority during the period of such leave of absence.

RULE 8 - ACCEPTING POSITIONS UNDER OTHER AGREEMENTS

Except as provided in Rule 4, Section 4, an active employee who accepts a position coming within the scope of any other agreement for more than fifteen (15) days, without having his seniority protected by an agreement between the Manager-Labor Relations and General Chairman, will forfeit all seniority under this Agreement.

RULE 9 - TIME ALLOWANCES

(a) Except as otherwise provided, eight (8) consecutive hours (ten (10) hours for four (4) day gangs), exclusive of meal period, worked or held for duty, shall constitute a day.

(b) Working time shall not be reduced to less than five (5) consecutive eight (8) hour days per week or four (4) consecutive ten (10) hour days per week.

(c) When one of the holidays, specified in Rule 13, occurs on a day an employee would otherwise be assigned to work, time in such week will be reduced by one (1) day (eight (8) hours for a four (4) day gang).

When such holiday is not worked, four (4) ten (10) hour day employees may be worked up to thirty-two (32) hours at the straight time rate during the three (3) working days of such week. When such a holiday is worked, the employees will be paid at time and one half rates for the first eight (8) hours and after the tenth hour.

(d) This Rule shall not be construed as restricting or prohibiting changes in the number of hourly rated employees based on the requirements of service.

RULE 10 - 40 HOUR WORK WEEK

(a) Except as otherwise provided in this Agreement, the Company will establish for all employees a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7). The work week 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 is subject to the following provisions of this Rule:

(b) The expressions "positions" and "work," as used in this Rule, refer to services, duties or operations necessary to be performed the specified number of days per week, and not to the work week of individual employees.

(c) On positions the duties of which can reasonable be met in five (5) days, the days off will be Saturday and Sunday.

(d) Where the nature of the work is such that employees will be needed six (6) days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(e) On positions which are filled seven (7) days per week, any two (2) consecutive days may be the rest days, with the presumption in favor of Saturday and Sunday.

(f) Except as otherwise provided in this Agreement, all possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six (6) or seven (7) day service, or combination thereof, or to perform relief work on certain days and such types of other work under this Agreement on 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 craft or class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

(g) In positions or work extending over a period of five (5) days per week, where the Company contends an operational problem cannot be met under the provisions of paragraph (c) of this Rule, some of the employees may, as agreed upon by the General Chairman and the Senior Director-Labor Relations, be assigned Sunday and Monday instead of Saturday and Sunday as days off. If the parties fail to agree thereon and the Company nevertheless puts such assignments in effect, the dispute may be progressed as a grievance or claim.

(h) The typical work week will be one with two (2) consecutive days off. When an operating problem exists which affects the consecutiveness of the rest days of positions or assignments covered by paragraphs (d), (e), and (f) of this Rule, the following procedure shall be used:

- (1) All possible regular relief assignments shall be established pursuant to paragraph (f) of this Rule.
- (2) Possible use of rest days other than Saturday and Sunday, by agreement between the Manager-Labor Relations and District Chairman, or in accordance with other provisions of this Agreement.
- (3) Possible accumulation of rest time, and granting of longer consecutive rest periods by agreement between the Senior Director-Labor Relations and General Chairman.
- (4) If consecutive rest days cannot be established in accordance with the foregoing, then some of the relief men may be given non-consecutive rest days.
- (5) 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 (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) non-consecutive days off.
- (6) If the parties are in disagreement over the necessity of splitting the rest days on any such assignment, the Company may nevertheless put the assignments into effect subject to the right of the employees to process the dispute as a grievance or claim, and in such proceedings the burden will be

on the Company to prove that the 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 (5) days per week.

- (7) The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employees shall mean a period of seven (7) consecutive days, starting with Monday.

(i) The work week of gangs assigned to Divisional, Zone or Regional Units may consist of four (4) days of ten (10) straight time hours each, with rest days of Friday, Saturday and Sunday. 14/

In the event the work week is changed to a five (5) day basis, or vice versa, for any such gang, the General Chairman shall be given at least five (5) days written notice thereof by the Chief Engineer MW or the Chief Regional Engineer, except that such changes may be made in less than five (5) days upon concurrence of the General Chairman.

RULE 11 - OVERTIME

(a) Time worked preceding or following and continuous with a regularly assigned work period shall be computed on the actual minute basis and paid for at time and one-half rates, with double time computed on the actual minute basis after sixteen (16) continuous hours of work in any 24 hour period computed from the starting time of the employee's regular shift.

(b) Where the assignments of Highway Crossing Watchmen provide for eight (8) non-consecutive hours of work, divided into two (2) or more periods of less than eight (8) hours each, time worked outside of such work periods but preceding or following and continuous with such work periods shall be computed on the actual minute basis and paid for at time and one-half rates, with double time computed from the starting time of the employee's regular shift.

(c) The starting time of the work period of other than regularly assigned employees temporarily brought into service in emergencies, will be considered as of the time they commence work or are required to report.

(d) Time worked in excess of forty (40) straight-time hours in any work week shall be paid at time and one-half rates except where such work is performed by an employee due to moving from one (1) assignment to another or where days off are being accumulated in accordance with the provisions of Rule 10.

(e) Employees worked more than five (5) days (four (4) days for four (4) day gangs) in a work week shall be paid at time and one-half rates for work on the remaining days of their work weeks, except where such work is performed by an employee moving from one (1) assignment to another or where days off are being accumulated in accordance with provisions of Rule 10.

(f) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances, such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in

computations leading to overtime.

(g) Time spent by such employees making out reports that have been or are agreed upon by the Senior Director-Labor Relations and the General Chairman shall not be considered as time worked for which additional compensation is required.

(h) If during the time on the road an employee is relieved from duty and is permitted to go to bed for five (5) or more hours, such relief time will not be paid for, provided that in no case shall he be paid for a total of less than eight (8) hours each assigned day, when such irregular service prevents the employee from making his regular daily hours on assigned territory.

(i) An employee will not be required to suspend work for the purpose of absorbing overtime.

RULE 12 - STARTING AND ENDING TIME AND CHANGES THEREIN

(a) Except as otherwise provided, time of employees will start and end at their advertised headquarters.

(b) Daylight assignments shall start between 6:00 A.M. and 8:00 A.M., however, track production gangs may be required to start between 5:00 A.M. and 8:00 A.M. from May 1 through September 30. 32/

(c) Starting times outside the hours specified in paragraph (b) of this Rule may be established by agreement, in writing, between the Chief Regional Engineer and the designated union representative.

(d) Starting times will not be changed without first giving employees affected thirty-six (36) hours posted notice and then not more often than every seven (7) days.

(e) The starting times for production units* shall be between 4:00 a.m. and 11:00 a.m. and shall not be changed without thirty-six hours notice, except that forty-eight hours shall be given for a change which is greater than four hours. Starting times shall remain in effect for at least five consecutive days. The BMWWE may contest the creation of new starting times through the arbitration procedure set forth in Article IX (July 28, 1992 Agreement). If the Carrier wishes to start a crew so early that a convenient restaurant is not open, or end work so late that a meal cannot be obtained, it will be the responsibility of the Carrier to provide a meal to those employees at the work site or other place appropriate, convenient and safe to its employees.

(f) Other starting times may be agreed upon by the parties for production units* or for regular assignments involving service which is affected by environmental conditions or governmental requirements or for work that must be coordinated with other operations in order to avoid substantial loss of right of way access time; however, no production unit* or regular assignment shall have a starting time between midnight and 4:00 a.m. If the parties fail to agree on such other starting times, the matter may be referred to arbitration in the manner described in Article IX (July 28, 1992 Agreement). Similar notice requirements regarding starting times, as described above, shall apply.

(*) Production units include all supporting BMWWE employees who are advertised to work with, or as part of, a production unit. 15/

(g) Should the parties fail to agree on selection of a neutral arbitrator five (5) calendar days from the submission to arbitration, either party may request the National Mediation Board to supply a list of at least five (5) potential arbitrators, from which the parties shall choose the arbitrator by alternately striking names from the list. Neither party shall oppose or make any objection to the NMB concerning a request for such a panel.

The arbitrator shall conduct a hearing within thirty (30) calendar days from the date on which the dispute is assigned to him or her. Each party shall deliver all statements of fact, supporting evidence and other relevant information in writing to the arbitrator and to the other party, no later than five (5) working days prior to the date of the hearing. The arbitrator shall not accept oral testimony at the hearing, and no transcript of the hearing shall be made. Each party, however, may present oral arguments at the hearing through its counsel or other designated representative.

The arbitrator shall render a written decision, which shall be final and binding, within thirty (30) calendar days from the date of the hearing. 16/

RULE 13 - HOLIDAY - REST DAY WORK

(a) Service performed on assigned rest days and on the following legal holidays, namely:

In the United States

New Year's Day
Washington's Birthday
Good Friday
Decoration Day
Fourth of July
Labor Day
Thanksgiving Day
and the day after
* Christmas Eve
Christmas
* New Year's Eve

In Canada

New Year's Day
Good Friday
Easter Monday
Victoria Day
Dominion Day
Civic Day
(Province of Ontario)
St. Jean Baptiste Day
(Province of Quebec)
Labour Day
Thanksgiving Day
*Christmas Eve
Christmas

* The day before Christmas or New Year's Day is observed, shall be paid for at the rate of time and one-half, computed on the actual minute basis with a minimum of four (4) hours at the straight time rate for two (2) hours and forty (40) minutes work or less. Such work in excess of sixteen (16) consecutive hours shall be paid at the double time rate. 17/

(b) When any of the above holidays fall on Sunday, the day observed by the State shall be considered the holiday.

(c) When a holiday falls within a four (4) day work week, it may, by agreement, be shifted to the first or last work day of the work week.

RULE 14 - PAID HOLIDAYS

(a) Subject to the qualifying requirements applicable to regularly assigned employees contained in paragraph (b) hereof, each regularly assigned employee shall receive eight (8) hours'

pay at the straight time rate of the position to which assigned for each of the holidays enumerated in Rule 13.

Subject to the applicable qualifying requirements in paragraph (b) hereof, other than regularly assigned employees shall be eligible for the paid holidays for pay in lieu thereof, provided (1) compensation for service paid him by the Company is credited to eleven (11) or more of the thirty (30) days immediately preceding the holiday and (2) he has had a seniority date for at least sixty (60) days or has sixty (60) days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not

terminated prior to the holiday by resignation, for cause, retirement death, non-compliance with the union shop agreement, or disapproval of application for employment.

(b) A regularly assigned employee shall qualify for the holiday pay provided in paragraph (a) hereof if compensation paid him by the Company is credited to the workdays immediately preceding and following such holiday. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following the rest days shall be considered the workday immediately following the holiday. 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.

All others for whom holiday pay is provided in paragraph (a) 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 Company is credited; or
- (ii) Such employee is available for service.

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

(c) When any of the holidays enumerated in Rule 13, or the day observed, falls during an employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for in paragraph (a) of this Rule 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. An employee's vacation period will not be extended by reason of any of the eleven (11) recognized holidays, or the day observed. 18/

(d) Special qualifying provision for employees qualifying for both the Christmas Eve and Christmas Day holiday:

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 "work-day" 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.

(e) Under no circumstances will an employee be allowed more than one (1) overtime payment for service performed by him in a holiday which is also a work day, a rest day and/or a vacation day.

RULE 15 - WORKING LESS THAN FULL DAY WHEN WEATHER CONDITIONS PREVENT WORK BEING PERFORMED

Employees in gangs of ten (10) or more reporting at their regular starting time and place for the day's work, and when weather conditions prevent work being performed as determined by the supervisor in charge, will be allowed a minimum of four (4) hours (five (5) hours for (4) day gangs); if held on duty beyond four (4) hours (five (5) hours for four (4) day gangs), they will be paid on a minute basis.

RULE 16 - CALLS

(a) Employees notified or called to perform service outside of and not continuous with the regularly assigned working hours shall report for duty with reasonable promptness and shall be paid thereafter, a minimum of two (2) hours and forty (40) minutes at the rate of time and one-half. If held on duty longer than two (2) hours and forty (40) minutes, they shall be paid at the applicable overtime rate on the actual minute basis. Time will be considered continuous if an employee is called and reports within thirty (30) minutes after his assigned working hours.

(b) The time of employees so notified to report at a designated time to perform service outside of and not continuous with the regularly assigned working hours shall begin at the time required to report and end when released at headquarters.

The time of employees so called to perform such service immediately shall begin at the time called and end when they are released at their headquarters.

RULE 17 - PREFERENCE FOR OVERTIME WORK

Employees will, if qualified and available, be given preference for overtime work, including calls on work ordinarily and customarily performed by them during the course of their work week or day in the order of their seniority.

RULE 18 - MEALS AND LODGING

Section 1. - Meal period.

(a) Except as provided in paragraphs (d) and (e) of this Rule, the meal period shall be thirty (30) minutes which shall be during the fifth or sixth hour after the advertised starting time. A shorter or longer meal period may be established by agreement between the Division Engineer and General Chairman.

(b) If the meal period is not afforded within the time limit specified in paragraph (a) of this Section and is worked, it will be paid for at straight time rate and twenty (20) minutes allowed for lunch at the first opportunity without loss of pay.

(c) Employees shall not be required to work more than six (6) hours after their first meal period without being furnished meals by the Company. Subsequent meal periods will be allowed at five (5) hour intervals. The second and subsequent meals shall be furnished by the Company. Time eating such meals will be considered as time worked.

(d) For regular operations requiring consecutive eight (8) hour tricks, employees assigned thereto will be allowed a maximum of twenty (20) minutes in which to eat without deduction in pay.

(e) Employees assigned to positions of track, bridge, highway, railroad crossing watchmen, camp car attendants, cooks, and bridge tenders, shall be allowed twenty (20) minutes within which to eat without deduction in pay, and will be held responsible for their regular duties during this twenty (20) minute period.

Section 2. - Meals and lodging - Employees with fixed headquarters.

An employee taken off assigned territory to work elsewhere will be furnished meals and lodging by the Company. This paragraph will not apply to an employee customarily carrying midday lunch and not being held away from assigned territory an unreasonable time beyond the evening meal hour.

RULE 19 - ASSIGNMENT TO HIGHER OR LOWER RATED POSITIONS

An employee may be temporarily assigned to different classes of work within the range of his ability. In filling the position which pays a higher rate, he shall receive such rate for the time thus employed, except, if assigned for more than four (4) hours, he shall receive the higher rate for the entire tour. If assigned to a lower rated position, he will be paid the rate of his regular position.

RULE 20 - ATTENDING COURT

(a) When attending court as witness for the Company, an employee will be allowed compensation equal to what would have been earned had such interruption not taken place, and, in addition thereto, reasonable actual expenses while away from headquarters.

(b) If an employee is required to attend court as a witness for the Company on a day that he is not assigned to work, he will be allowed eight (8) hours' pay at his straight time rate, and, in addition thereto, reasonable actual expenses while away from headquarters.

(c) All fees and mileage accruing to an employee required to attend court as a witness for the Company will be assigned to the Company.

RULE 21 - PAYMENT FOR ATTENDING INVESTIGATIONS AND HEARINGS

(a) Where practicable, investigations and hearings will be held during assigned working hours.

(b) When attending an investigation or hearing by direction of an officer of the Company, during his working hours, either regular or overtime, an employee shall not suffer any loss of compensation.

(c) An employee required by the Company to attend an investigation or hearing immediately after having finished, or just prior to reporting for work, and continuous therewith,

shall be compensated at the overtime rate for the time spent in attending such investigation or hearing outside of his working hours.

(d) When attending an investigation or hearing by direction of the Company on an assigned rest day, an employee shall be compensated for the time so spent with a minimum of three (3) hours at the straight time rate of his position. If such employee would have been entitled to work on such day, he will be allowed compensation at the time and one-half rate for the number of hours he would have worked had such interruption not taken place and at the straight time rate for any additional time attending the investigation or hearing.

(e) When attending an investigation or hearing by direction of the Company on a holiday which falls on a day on which an employee is normally assigned to work, such employee will be compensated for the time so spent as though he had worked.

(f) For attending an investigation or hearing by direction of an officer of the Company at any time other than those mentioned above, an employee shall be compensated for the time so spent, with a minimum of three (3) hours at the straight time rate of his position.

(g) The above provisions do not apply to the time spent attending an investigation or hearing outside his assigned hours for an employee found guilty.

(h) Actual, pertinent witnesses who attend investigations or hearings will be paid in the same manner as applicable by this Rule.

RULE 22 - EXAMINATIONS--PHYSICAL AND OTHER

When examinations are required by the Company, arrangements shall be made to take them without loss of time except:

(a) Examinations required of an employee returning from furlough, discipline, leave of absence or from absence caused by sickness or disability need not be given during the employee's tour of duty.

(b) Employees required to take examinations, other than those covered by paragraph (a) of this Rule outside the hours of their regular tours of duty will be paid therefor under the provisions of Rules 11 or 16, whichever is applicable.

RULE 23 - WAITING OR TRAVELING BY DIRECTION OF COMPANY

An employee waiting or traveling by direction of the Company by passenger train, motor car, or any other method of transportation will be allowed straight time for actual time waiting and/or traveling during or outside of the regularly assigned hours, except:

(a) When employees regularly assigned to camp cars travel in such cars, they shall be allowed straight time, except no compensation shall be allowed under this Rule for time outside regularly assigned hours when all steel sleeping cars are furnished or when camp cars are moved to new locations on weekends or holidays.

(b) Travel time on work trains or work-wreck trains by employees assigned thereto will be paid for as working time.

(c) Employees traveling on a motor car, trailer or highway vehicle, who are required to operate, supervise (Foreman), flag or move the car or trailer to or from the track, or handle

tools to and from such vehicles, shall be paid for time riding as time worked.

(d) As provided in Rule 16.

(e) An employee will not be allowed time while traveling in the exercise of seniority or between his home and designated assembling points, or for other personal reasons.

(f) Employees assigned and held responsible for bulldozers or other heavy machines being transported from one location to another will be paid for time riding as time worked.

(g) Employees housed in camp cars or other housing facilities and assigned to positions in Divisional, Zone or Regional Units will be allowed a travel allowance of:

19/

1. Divisional Unit

\$10.00 for each weekend trip from their homes to the camp cars or other Company provided lodging facilities, including the initial trip in establishing the Divisional Unit.

\$10.00 for each weekend trip from the camp cars or other Company provided lodging facility to their homes, including the final trip after termination of the Divisional Unit.

2. Zone Unit

\$12.00 for each weekend trip from their homes to the camp cars or other Company provided lodging facilities, including the initial trip in establishing the Zone Unit.

\$12.00 for each weekend trip from the camp cars or other Company provided lodging facilities to their homes, including the final trip after termination of the Zone Unit.

3. Regional Production Unit

\$14.00 for each weekend trip from their homes to the camp cars or other Company provided lodging facilities, including the initial trip in establishing the Regional Production Unit.

\$14.00 for each weekend trip from the camp cars or other Company provided lodging facilities to their homes, including the final trip after termination of the Regional Production Unit.

However, an employee assigned to a Divisional, Zone or Regional Production Unit working a four (4) day week shall forfeit 25% (20% when working a five (5) day week) of such travel allowance for each day of the work week on which compensation paid him by the Company for service performed has not been credited. Compensation referred to in this paragraph is understood to include that received for holidays under Rule 14.

The payment referred to in this paragraph (g), is to cover any expenses these employees may incur while making such week end trips and is in lieu of all other compensation said employees may be entitled to.

The provisions of this paragraph (g) are not applicable to trips made by employees to and from their homes on legal holidays.

Employees living in camp cars or other company provided lodging facilities will be transported to the nearest point where transportation is available to make week end trips to their homes. 19/

(h) Worksite Reporting - Production Units

(1) Paid time for production units* that work away from home shall begin after thirty (30) minutes of travel time to the work site from the camp car/lodging facility.

(2) Paid time for production units* that work away from home shall end at the camp car/lodging facility with a thirty (30) minute deduction of travel time from the work site to the camp car/lodging facility. 20/

(3) Free travel time provisions which are set forth in Sections 1 and 2 do not apply to the senior foreman of the production unit and do not apply to drivers transporting production units to the work site from the camp car/lodging facility and from the work site to the camp car/lodging facility. Free travel time provisions will not result in a deduction from the basic day's pay. 21/

*/ Production units include all supporting BMW employees who are advertised to work with, or as part of, a production unit. 30/

(See Letter dated July 28, 1992 - Attachment 5.)

RULE 24 - MEAL ALLOWANCE

(a) Three (3) meals a day on each work day will be furnished at the expense of the Company to those employees housed in camp cars or company provided lodging facilities who are holding regularly assigned positions in the Divisional, Zone or Regional Units. The Company may elect to furnish meals for the unit by one of the following methods: 21/

- in camp cars, camps or company provided lodging facilities not operated by a Commissary Company,
- in suitable restaurants, or
- by a Commissary Company.

(b) In the event the Company elects to have camp cars, camps or company provided lodging facilities operated by a Commissary Company, the General Chairman will be notified, in writing, thirty (30) days in advance. The notice will include the specific camps or camp car gangs to be operated by the Commissary Company and the period of time it is anticipated the Commissary Company will operate a specific camp or camp car gang.

(c) Camp Cooks and Camp Car Attendants used in camps or company provided lodging facilities operated by a Commissary Company will, to the extent qualified employees of those classifications are available in the seniority districts involved, be procured from the rosters

of Cooks and Camp Car Attendants. Employees on other M. of W. Department rosters, in the seniority districts involved, who do not have seniority as a Camp Cook or Camp Car Attendant, but who have been used by Conrail in that capacity, will be given consideration for assignment in the camp or company provided lodging facilities operated by the Commissary Company; employees assigned shall be carried on Conrail payrolls.

Camp Cooks and Camp Car Attendants shall receive their daily rate as compensation for each day their gang works eight (8) hours (ten (10) hours for four (4) day gangs). Except as stipulated in note below, on any day that their gang works more than eight (8) hours or ten (10) hours for four (4) day gangs, Camp Cooks and Camp Car Attendants shall be paid for time over eight (8) hours, or ten (10) hours, worked by their gang at the time and one-half rate, with double time computed on actual minute basis after sixteen (16) continuous hours of work in any twenty-four (24) hour period, computed from starting time of the gang.

NOTE: The intent of this section is that if a gang works only eight (8) hours the Camp Cooks and Camp Car Attendants will receive only eight (8) hours' pay, but if the gang works ten (10) hours the Camp Cooks and Camp Car Attendants will receive two (2) hours' overtime the same as the gang. If the gang completes its day's work and has its evening meal, and the Camp Cooks and Camp Car Attendants are not required to remain on duty and prepare an additional meal, their time will be stopped. On the other hand, if the Camp Cooks and Camp Car Attendants are required to remain on duty and prepare another meal during the night for part or all of the gang which works during overtime hours, then the Camp Cooks and Camp Car Attendants will be paid overtime to the time of their release.

In case a gang has worked its regular hours, has been provided with the evening meal, after which the Camp Cooks and Camp Car Attendants are released, but later in the night the gang is called out for emergency work and the Camp Cooks and Camp Car Attendants are likewise called out to prepare food for the gang, they will be paid additionally under Rule 11.

Camp Cooks and Camp Car Attendants are not entitled to be paid overtime or call time simply because some of the gang may work after regular hours, and after the evening meal is served, unless these Camp Cooks and Camp Car Attendants are in fact required to be on duty and perform service.

(d) Where employees are required by the Company to take their meals away from the camp cars or company provided lodging facilities and the distance involved is greater than walking distance from the camp cars or company provided lodging facilities, the driver of the vehicle will be paid at the pro-rata rate for his time while driving. Should such distance be greater than seven and one-half (7-1/2) miles, the employees accompanying the driver will be paid the pro-rata rate for the same time paid the driver.

RULE 25 - SPECIAL ALLOWANCES

The involved General Chairman and the Company may enter into agreements providing for a per diem allowance in lieu of allowances payable under Rules 23 and 24.

RULE 26 - CLAIMS AND GRIEVANCES

(a) A claim or grievance must be presented, in writing, by an employee or on his behalf by his union representative to the Division Engineer or other designated official within sixty (60) days from the date of the occurrence on which the claim is based. The Division Engineer or other designated official shall render a decision within sixty (60) days from the date same is filed, in writing, to whoever filed the claim or grievance (the employee or his union representative). When not so notified, the claim will be allowed.

(b) A claim or grievance denied in accordance with paragraph (a) shall be considered closed unless it is listed for discussion with the Manager-Labor Relations by the employee or his union representative within sixty (60) days after the date it was denied. A claim or grievance meeting with the local committee will be placed on the docket for discussion at such meeting. When a claim or grievance is not allowed, the Manager-Labor Relations will so notify, in writing, whoever listed the claim or grievance (employee or his union representative) within sixty (60) days after the date the claim or grievance was discussed of the reason therefor. When not so notified, the claim will be allowed.

(c) A claim or grievance denied in accordance with paragraph (b) shall be considered closed unless it is listed for discussion with the Senior Director-Labor Relations by the employee or his union representative within sixty (60) days after the date the claim or grievance was denied by the Manager-Labor Relations. All such cases listed ten (10) days prior to the date of a scheduled system meeting will be placed on the docket for discussion at such meeting. When a claim or grievance is not allowed, the Senior Director-Labor Relations will notify, in writing, the General Chairman (and the employee, if the employee listed the claim or grievance) within sixty (60) days after the case was discussed at a scheduled system meeting of the reason therefor. When not so notified, the claim will be allowed.

(d) A claim or grievance denied in accordance with paragraph (c) will be considered closed unless within nine (9) months from the date of the decision of the Senior Director-Labor Relations proceedings are instituted before the National Railroad Adjustment Board or such other Board as may be legally substituted therefor under the Railway Labor Act.

(e) The time limits specified in paragraph (b), (c) or (d) may be extended by agreement in any particular case. When the U.S. Mail is used, the postmark will govern in determining compliance with the various time limits.

(f) A claim may be filed at any time for an alleged continuing violation and all rights of the claimant(s) involved shall be protected by the filing of one (1) claim or grievance based thereon so long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (60) days prior to the filing thereof.

(g) When a claim for compensation is allowed, the employee and his union representative shall be advised, in writing, the amount and payroll involved.

(h) In addition to claims and grievances, other matters may be handled at the monthly meetings with the Manager-Labor Relations and Senior Director-Labor Relations.

(i) It is understood in applying this Rule that those designated at the following

locations are substituted for the Division Engineer:

Canton MW Shop	- Shop Superintendent
Reading Frog & Switch Shop	- Shop Superintendent
Lucknow Welding Plant	- Plant Superintendent
Regional Production Units	- Production Engineer

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(j) In the application of paragraph (b) of this Rule 26, all claims and grievances for the above locations and Regional Production Units shall be listed with the Manager Labor Relations - System. 23/

(k) No claims relating to inaccuracies in seniority rosters will be allowed prior to the submission of a protest in accordance with Rule 4, Section 6, nor for time periods prior to the filing of such protest.

RULE 27 - DISCIPLINE, HEARINGS, AND APPEALS

Section 1. Hearings.

(a) Except as provided in Section 2 of this Rule, employees shall not be suspended nor dismissed from service without a fair and impartial hearing nor will an unfavorable mark be placed upon their discipline record without written notice thereof.

(b) When a major offense has been committed, an employee suspected by the Company to be guilty thereof may be held out of service pending his hearing and he shall be given written confirmation thereof.

(c) An employee who is required to attend an investigation and make a statement prior to the hearing in connection with any matter which may eventuate in the application of discipline to any employee may be represented by his union representative. A copy of his statement, if reduced to writing and signed by him, shall be furnished him and his union representative.

(d) An employee who is accused of an offense shall be given reasonable prompt advance notice, in writing, of the exact offense of which he is accused with copy to the union representative. The hearing shall be scheduled to begin within thirty (30) days from the date the Division Engineer or his representative or those designated in Rule 26(i) had knowledge of the employee's involvement. A hearing may be postponed for a valid reason for a reasonable period of time at the request of the Company, the employee or the employee's union representative. A hearing for a furloughed employee involving other than a major offense shall be automatically postponed and rescheduled within thirty (30) days of the employee's return to service.

(e) If the employee desires to be represented at the hearing, he may be accompanied by his union representative. The accused employee or his union representative will be permitted to question the witness insofar as the interests of the accused are concerned. An employee shall make his own arrangements for the presence of witnesses appearing in his behalf, and no expense incident thereto shall be borne by the Company.

(f) Notice of discipline must be given within twenty (20) days following the close of the hearing. Copy of the transcript shall be given to the employee and his representative.

Section 2. Alternative to hearings.

(a) An employee may be disciplined by reprimand or suspension without a hearing, when the involved employee, his union representative and the authorized official of the Company agree, in writing, to the responsibility of the employee and the discipline to be imposed.

(b) Discipline imposed in accordance with paragraph (a) of this Section is final with no right to appeal.

Section 3. Appeal.

(a) Appeal from discipline must be made, in writing, by the employee or on his behalf by his union representative to the Manager, Labor Relations (Manager-Labor Relations-System for the locations designated in Rule 26 (j)) within fifteen (15) days after receipt of written notice of discipline. This appeal, when the discipline imposed is suspension, shall act as a stay (except in the case of a major offense) in imposing the suspension until after the employee has been given a hearing. 24/

(b) At a hearing on appeal, an employee may attend or be represented by his union representative.

(c) After the appeal has been acted upon, the employee or his union representative shall be advised not later than (30) days after the hearing, in writing, of his decision. If the decision in cases of suspension is to the effect that suspension will be imposed, whether in whole or for a reduced period, the stay referred to in paragraph (a) shall be lifted and the suspension shall be imposed.

(d) Further appeal will be subject to the procedural provisions of paragraphs (c) and (d) of Rule 26.

(e) The time limits of this Rule may be extended by written agreement between the Company and the employee or his union representative. In the event the time limits are not complied with, the discipline or right of appeal shall be dropped as the case may be.

Section 4. Exoneration.

If a disciplined employee is exonerated on appeal, the discipline shall be stricken from his record. If an employee has lost time due to such discipline, he shall be paid the difference between the amount he would have earned had he not been disciplined and the amount he earned or received during the discipline period.

RULE 28 - ABSENT WITHOUT PERMISSION

(a) An employee unable to report for work for any reason must notify his supervisor as soon as possible.

(b) Except for sickness or disability, or under circumstances beyond his control, an employee who is absent in excess of fourteen (14) consecutive days without receiving permission from his supervisor will forfeit all seniority under this Agreement. The employee and the General Chairman will be furnished a letter notifying them of such forfeiture of seniority. The employee or his representative may appeal from such action under Rule 27, Section 3.

RULE 29 - DETERMINATION OF PHYSICAL FITNESS

When an employee has been removed or withheld from his position due to his physical condition and when the employee or his union representative desires the question of his physical fitness to be finally decided before he is permanently removed or withheld from his position, the case shall be handled in the following manner:

The General Chairman shall bring the case to the attention of the Senior Director-Labor Relations. The Company and the General Chairman shall each select a doctor to represent them, each notifying the other of the name and address of the doctor selected. These two doctors will confer and appoint a third doctor. Such board of doctors shall then fix a time and place for the employee to meet them.

After completion of the examination, they shall make a full report in triplicate, one copy each to be sent to the Senior-Director-Labor Relations, the Medical Director and the General Chairman.

The decision of the Board of Doctors setting forth employee's physical fitness and their conclusions as to whether he meets the requirements of the Company's physical examination policy shall be final, but this does not mean that a change in physical condition shall preclude a re-examination at a later time.

The doctors selected for such board shall be experts in the disease or injury from which the employee is alleged to be suffering, and they shall be located at a convenient point so that it will only be necessary for the employee to travel a minimum distance and, if possible, not be away from home for a longer period than one day.

The Company and the Brotherhood shall each defray the expenses of their respective doctors. At the time their final report is made, a bill for the fee and traveling expenses, if there are any, of the third appointee should be made in duplicate, one copy to be sent to the Medical Director and one copy to the General Chairman.

The Company and the Brotherhood will each pay one-half of the fee and traveling expenses of the third appointee.

RULE 30 - RATES OF PAY

Rates of pay in Appendix "A" shall be considered negotiated rates.

RULE 31 - ENTERING RATES

(a) Employees hired subsequent to July 28, 1992, are covered by Article III of the October 17, 1986 National Agreement, which is attached as Appendix "J."

(b) Effective July 28, 1992, Article III of the October 17, 1986 National Agreement* is amended by adding the following provisions to Section 1:

"(j) This Section shall not apply to foremen, mechanics and production gang members operating heavy, self-propelled equipment that require skill and experience. Generally speaking, those excluded would occupy the highest rated positions, while those included would occupy lower rated positions. This Section shall continue to apply however, to a production gang employee who operates machines that require less skill and experience, such as non self-

propelled, handheld, or portable machines."

(c) Effective July 28, 1992, BMW employees who were then subject to rate progression shall be converted to the full (100%) applicable rate of pay. 25/

RULE 32 - PAYING OFF

(a) Employees will be paid off during regular working hours. Should the regular pay day fall on a holiday, they will be paid on the preceding work day.

(b) Where there is a shortage equivalent to one day's pay or more in the pay of an employee, a voucher will be issued promptly upon request to cover the shortage.

(c) Employees leaving the service of the Company will be furnished with a time voucher covering all time due, at the next scheduled pay day for the pay period involved.

RULE 33 - 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 allowance paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (1) An employee must furnish the Company 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 Company 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 (4) four hours of the start of his assignment; or
 - (b) is scheduled to begin during the hours of his assignment or within four (4) 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 34 - BEREAVEMENT

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 parents. 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 provisions for taking leave with their supervising officials in the usual manner. (See Appendix "I").

RULE 35 - CHANGING DUTIES

When the duties of any position are changed or conditions develop so that an employee cannot satisfactorily perform the assigned work, he shall, if agreed to between the Division Engineer or those designated in Rule 26 (1) and the General Chairman, be permitted to exercise his seniority rights over junior employees. Employees affected may exercise their seniority rights in the same manner.

RULE 36 - VACATIONS

The National Vacation Agreement of December 17, 1941 as amended, and agreed-upon interpretations thereon, shall apply to the employees covered by this Agreement. (See Appendix "H").

Employees working in Divisional, Zone or Regional Units having a four (4) day work week will have the actual time worked for each of the (4) four work days posted on the time cards and in addition will receive credit for one (1) vacation qualifying day for each of the first three (3) days worked and two (2) vacation qualifying days for the fourth day worked.

A duly accredited representative who has been on leave of absence, shall, upon return to active service, be considered as having been in continuous compensated service of the Company for the purpose of calculating his years of service for vacation qualifying purposes, after he renders compensated service with the Company on the necessary number of days in a calendar year to qualify for a vacation in the following year. 26/

RULE 37 - TOOLS

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

RULE 38 - HEADQUARTERS, CAMP CARS, ETC.

(a) Headquarters.

Each designated headquarters as provided in these rules will be supplied with lockers, washing and toilet facilities, proper heating, electrical fixtures, table and benches and will be maintained in a clean and sanitary condition.

(b) Camp cars (Camps, highway trailers, hotels, motels).

If lodging is furnished by the Company, the camp cars or other lodging furnished shall be adequate for the purpose and maintained in a clean and healthful and sanitary condition and will be furnished with individual lockers; washing, shower, and toilet facilities; and sufficient means of ventilation and air space.

Dining and sleeping cars will, when necessary, be screened at the beginning of each season, Kitchen and dining cars will be equipped with the necessary dishes, tableware, and

utensils. Sleeping quarters shall be equipped with a sufficient number of bunks to accommodate all those in the cars. Bunks shall be equipped with adequate mattresses; blankets; freshly laundered sheets, pillows, and pillow slips; and an adequate supply of water and fuel for domestic purposes shall be furnished. Safeguards will be established for the safety and health of the employees.

(c) Crossing Watchmen cabins, Drawbridge Operators and Tenders Facilities.

Each designated cabin will be enclosed, with heat and necessary lighting fixtures where applicable. Sanitation facilities shall be supplied in those locations applicable by law. Such cabins shall be maintained in a clean and sanitary condition.

(d) Inspection.

The above listed facilities and camp cars will be inspected every year by the proper Company officer and a union representative and a joint report will be made to the Chief Engineer MW as to their findings, and any improper conditions will be corrected.

RULE 39 - MUTUAL AGREEMENT

Exceptions to any rule in this Agreement may be made only by agreement between the Senior Director-Labor Relations and the General Chairman.

RULE 40 - NON-DISCRIMINATION

(a) The parties to this Agreement pledge to comply with Federal and State Laws dealing with non-discrimination toward any employee. This obligation to not discriminate in employment includes, but is not limited to, placement, transfer, demotion, rates of pay or other forms of compensation, selection for training, lay-off, and termination.

(b) Wherever words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply.

RULE 41 - SAFETY SHOES

Effective January 1, 1992, the existing policy covering Safety Shoes is amended so that the current maximum reimbursement of \$30.00 annually for the purchase of two (2) pairs of safety shoes is increased to \$60.00 annually for employees covered by this Agreement. 27/

RULE 42 - EFFECTIVE DATE AND CHANGES

This Agreement, with its Appendices, is made in accordance with Section 504 (d) of the Regional Rail Reorganization Act of 1973, as amended, and will be effective February 1, 1982.

If a revision is desired by either the Company or the Brotherhood, thirty (30) days' notice, in writing, of the modification desired, shall be given in accordance with Section 6 of the Railway Labor Act, as amended.

Signed at Philadelphia, Pennsylvania this 3rd day of August, 1981.

FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES:

FOR CONSOLIDATED
RAIL CORPORATION:

/s/ Sal R. Frescia
General Chairman

/s/ R. E. Swert
Senior Asst. Vice President-
Labor Relations

/s/ F. J. Lecce
General Chairman

/s/ J. J. Lattanzio
General Chairman

/s/ W. A. House
General Chairman

APPENDIX "A"

RATE SCHEDULE
Effective July 1, 1993
Maintenance of Way Dept.

Bridge & Building Department

	Rate
Inspector	\$14.62
Inspector Scale	15.42
B&B Foreman	15.16
B&B Assistant Foreman	14.53
B&B Mechanic	14.46
B&B Helper	13.20
Plumber Foreman	15.41
Plumber Assistant Foreman	14.77
Plumber	14.60
Plumber Helper	13.20
Structural Welder Foreman	15.42
Structural Welder	14.60
Structural Welder Helper	13.51
Vent Cleaner	13.42

Track Department and Regional Production Units

*Production Gang	"A" Foreman	\$15.24
	"B" Foreman	14.85
I&R Foreman		14.85
Foreman		14.85
Assistant Foreman		14.21
Trackman		12.89
+Trackman - Casual Driver		13.20
@Trackman-Operator		13.02
Machine Operator	-Class 3	13.50
" "	-Class 2	14.48
" "	-Class 1	14.91
Welder Foreman		14.96
Welder		14.46
" Helper		13.51
Repairman Foreman		15.84
Repairman		15.16
Repairman Helper		13.20
Vehicle Operator		14.21
Bridge Operator		**
" Tender		**
Lead Camp Cook		14.15
Camp Cook		14.03

APPENDIX "A"
(Continued)

Camp Car Attendant	\$13.04
Crossing Watchman	**
Lubricator Maintainer	13.20
Lampman	12.78

System Shops Department

Repairman Foreman	\$15.84
Welder Foreman	14.96
Foreman	14.85
Inspector	14.53
Machine Operator	13.51
Repairman	15.60
Repairman Helper	13.20
Canton Shop Equipment Welder	14.46
Welder Helper	13.51

- Prior monthly rates to be converted to hourly rates by dividing by 176; prior daily rates to be converted to hourly rates by dividing by 8.

* - In charge of 20 or more employees.

+ - Applies to a Trackman position assigned to operate a highway vehicle on a regular basis for less than four (4) hours daily. If an employee is required to operate a vehicle for four (4) or more hours, the Vehicle Operator rate shall be allowed for the entire day. (Amendment No. 3, March 4, 1982)

@ - Applicable when assigned to operate the following machines:

Bolt Machine	Obert Abrasive Rail Saw
Spike Puller	Scrap Cart - Rail Gang
Power Jack	Tie Sprayer - Rail Gang
Anchor Applier	Spike Cart - Rail Gang
Tie Gandy	Anchor Cart - Rail Gang
Spike Master	Cradle Cart - Dual Rail
Fairmont Extruder	Gang
- Small	Center Line Marker
Hydranewer	- Dual Rail Gang
Tie Borer	Rail Lifter - Tie Gang
Tie Plug Driver	Tractor Snow Plow
Cribber - Rail Gang	Tractor Mower
Dunrite Gauger	Cross Slotter - Surfacing
- Rail Gang	Gang

** - Varies by location

APPENDIX "B"

MEMORANDUM OF UNDERSTANDING IN CONNECTION WITH THE AGREEMENT EFFECTIVE FEBRUARY 1, 1982 BETWEEN CONSOLIDATED RAIL CORPORATION AND THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

1. The Schedule Agreements of the former component railroads and all amendments, supplements and appendices to these agreements (with the exceptions of those listed below) and all other previous agreements which are in conflict with the Agreement effective February 1, 1982, are terminated:

- A. Agreement of February 10, 1971 establishing so-called Off Track Vehicle Insurance effective May 1, 1971.
- B. Agreement of May 15, 1973 establishing a Plan for Supplemental Sickness Benefits effective July 1, 1973.
- C. Agreement of October 10, 1975, establishing a National Dental Plan effective March 1, 1976.
- D. Article V of the Agreement of August 19, 1954, and memorandum of the same date providing for the establishment of a plan for group hospital, surgical and medical insurance and subsequent agreement provisions amending that plan.
- E. Agreement of October 30, 1978 establishing a Plan for Early Retirement Major Medical effective November 1, 1978.
- F. The Union Shop Agreement of August 29, 1952 adopted December 1, 1979. (Appendix H)
- G. The Seniority Modification Agreement of July 28, 1976.
- H. The dues check off Agreement effective December 1, 1979, as amended effective July 1, 1981. (Appendix G).
- I. The March 4, 1976 Agreement for transferring protected employees (Appendix F).

APPENDIX "B"

2. Pending resolution of the cross representation problem involving Plumbers or Water Service Employees, MW Repairmen, Bridge Inspectors and Scale Inspectors, the Agreement effective February 1, 1982 and the Appendices shall apply to such employees represented by the Brotherhood of Maintenance of Way Employees.

NOTE: Article X, Personal Leave of the National Agreement signed December 11, 1981 is attached as Appendix L.

APPENDIX "C"

Operating Division Seniority Districts and Others (Shops, Plants, etc.)

APPENDIX "D"

PRODUCTION ZONES

ALBANY ZONE

Buffalo Seniority District
Mohawk Seniority District
Southern Tier Seniority District
New England Seniority District

PHILADELPHIA ZONE

Philadelphia Seniority District
New Jersey Seniority District

HARRISBURG ZONE

Allegheny A Seniority District
Allegheny B Seniority District
Harrisburg Seniority District

PITTSBURGH ZONE

Cleveland Seniority District
Pittsburgh Seniority District
Youngstown Seniority District

INDIANAPOLIS ZONE

Columbus Seniority District
Southwest Seniority District

DEARBORN ZONE

Chicago Seniority District
Detroit Seniority District
Michigan Seniority District
Toledo Seniority District

APPENDIX "E"

SENIORITY DISTRICTS FOR REGIONAL UNITS

Eastern Zone Seniority District includes the territory of the following Seniority Districts:

Allegheny "A" Seniority District
Allegheny "B" Seniority District
Buffalo Seniority District
Harrisburg Seniority District
Mohawk/Hudson Seniority District
New England Seniority District
New Jersey Seniority District
Philadelphia Seniority District
Southern Tier Seniority District

Western Zone Seniority District includes the territory of the following Seniority Districts:

Chicago Seniority District
Cleveland Seniority District
Columbus Seniority District
Detroit Seniority District
Michigan Seniority District
Pittsburgh Seniority District
Southwest Seniority District
Toledo Seniority District
Youngstown Seniority District

APPENDIX "F"

ARTICLE II OF THE IMPLEMENTING AGREEMENT DATED MARCH 4, 1976 BETWEEN THE CONSOLIDATED RAIL CORPORATION AND THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Transfer of Protected Employees

In accordance with Section 505 (d) (4) (C) of the Act, the following shall govern in the event the Corporation desires to transfer protected employees who are deprived of employment:

- A. The Corporation shall notify the involved General Chairmen of the proposed transfer, giving the location and nature of the vacancy(s) and the location and number of protected employees deprived of employment at the location(s) to which the offer of transfer will be made.
- B. A meeting will be held within 10 calendar days from the date of notification to discuss the transfer. At this meeting agreement shall be reached as to which locations the offer will be made in sequence. If no agreement is reached at this meeting the offer will be made sequentially to the locations nearest (via highway mileage) to the location of the vacancy(s).
- C. Following the meeting, the vacancy(s) will be advertised for seven (7) calendar days to all protected employees at the location as determined under Paragraph P hereof having protected employees deprived of employment. In the event the number of vacancies exceed the number of protected employees deprived of employment concurrent advertisements may be made to more than one location. However, all protected employees deprived of employment in the location first established under paragraph B hereof shall be awarded or assigned the vacancies before employees at other locations may be assigned or awarded to the vacancies.
- D. In the event there are no bids for the vacancy(s), the junior qualified protected employee(s) deprived of employment will be assigned to the vacancy(s).
- E. If the vacancy(s) does not require a change in residence, the award(s) or assignment(s) shall become effective five (5) days after expiration of the advertisement. An employee failing to report to the vacancy, except under circumstances beyond his control, will forfeit all seniority and protection.

APPENDIX "F"

F. If the vacancy(s) does require a change in residence, the award(s) or assignment(s) will become effective twenty (20) days after the expiration of the advertisement.

G. Employees assigned to a vacancy(s) requiring a change in residence will be entitled to the options provided in Section 505(d) (1) of the Act which must be exercised within ten (10) days. An employee assigned to a vacancy who does not elect separation or furlough shall, if except under circumstances beyond his control, forfeit all seniority and protection.

H. In the event the vacancy(s) is not filled under the foregoing paragraphs it (they) shall be assigned to the next most junior qualified protected employee(s) deprived of employment.

I. If the vacancy(s) is not filled, it may be offered to protected employees in the next location as determined under Paragraph B hereof having protected employees deprived of employment in accordance with the procedure of this Article II.

J. An employee awarded a vacancy in another seniority district will have his seniority district roster standing dove-tailed into the seniority district roster to which transferred. Seniority in the seniority district from which transferred will be forfeited.

K. An Employee assigned and accepting a vacancy shall have his seniority transferred in the same manner, as provided in paragraph J above, except his seniority in the seniority district from which transferred shall be retained subject to the following:

1. An employee transferred to another seniority district will be notified of the first available permanent position to which his retained seniority would entitle him to his original district which would not require a change in residence with respect to the location, on the date of conveyance, of his assignment and residence. This notice will be in writing by Certified Mail or personal delivery. The employee electing to so return must report not later than 14 days after receipt of the notice, and will forfeit all seniority in the district to which transferred. An employee who does not so report will forfeit all seniority in the district from which transferred.

APPENDIX "F"

2. The Company shall not be liable for any expense with respect to an employee returning to his original seniority district under this Paragraph K.

Signed this 4th day of March, 1976

BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES

CONSOLIDATED RAIL
CORPORATION

/s/ Sal R. Freccia

/s/ G. F. Bent

/s/ R. N. Mogle

/s/ F. J. Domzalski

/s/ J. L. D'anniballe

/s/ Thomas Christensen

/S/ James P. Cassese

APPENDIX "G"

THIS AGREEMENT MADE THIS 21ST DAY OF AUGUST, 1979, BY AND BETWEEN THE CONSOLIDATED RAIL CORPORATION (HEREINAFTER REFERRED TO AS THE "COMPANY") AND THEIR EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES (HEREINAFTER REFERRED TO AS THE "BROTHERHOOD").

IT IS AGREED:

- A. The National Union Shop Agreement of August 29, 1952 shall be applicable to all employees represented by the Brotherhood.
- B. 1) Subject to the conditions herein set forth, the Company will withhold and deduct from wages due employees represented by the Brotherhood amounts equal to periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Brotherhood (Effective July 1, 1981) and voluntary political contributions.
- C. 2) No such deduction shall be made except from the wages of an employee who has executed and furnished to the Company written assignment, in the manner and form herein provided, of such periodic dues, initiation fees and assessments. Such assignments shall be on the form specified in Attachment "A" hereto and shall, in accordance with its terms, be irrevocable for one year from the date of its execution, or until the termination of this Agreement, or until the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner. Current wage deduction assignments executed under former railroad agreements will continue in effect.
- D. 3) Deductions as provided for herein will be made by the Company in accordance with a typewritten deduction list furnished by the General Chairman of the Brotherhood in the form and containing such information as is specified to the Director-Payroll Operations. Thereafter a list containing any additions or deletions of names or changes in amount shall be furnished to the officer named above on or before the 20th day preceding the month in which the deduction will be made (Effective July 1, 1981). A separate deduction list for voluntary political contributions will be furnished in the same manner.
- 4) Deductions as provided for herein will be made monthly by the Company from wages due employees for the first biweekly pay period (or corresponding period for those

APPENDIX "G"

paid on a weekly basis) which ends in each calendar month, and the Company will pay, by draft, to the order of the Brotherhood of Maintenance of Way Employees the total amount of such deductions on or before the twentieth day of the month following the month in which such deductions are made. With said draft the Company shall forward to the Grand Lodge Secretary-Treasurer of the Brotherhood, a list setting forth any scheduled deductions which were not made. (Effective July 1, 1981). A single separate draft covering voluntary political deductions will be forwarded to the Secretary-Treasurer of the Maintenance of Way Employees Political League with a list of deductions.

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

- (a) Federal, State and Municipal taxes.
- (b) Supplemental Pension.
- (c) Other deductions required by law such as garnishment and attachment.
- (d) Amounts due Company.
- (e) Contributions to Voluntary Relief Department.

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

7) An employee who has executed and furnished to the Company an assignment may revoke said assignment by executing the revocation form specified herein within fifteen (15) days after the end of the year, but if the employee does not so revoke the assignment it shall be considered as re-executed and may not be revoked for an additional period of one year, unless within such year this agreement or the rules and working conditions agreement between the parties hereto is terminated, and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until the employee shall execute a revocation form within fifteen (15) days after the end of any such year. Revocations of assignment shall be in writing and on the form specified in Attachment "C" hereto. Attachments A, B and C shall be reproduced and furnished as necessary by the Brotherhood without cost to the Company. The Brotherhood shall assume the full responsibility for the procurement of the execution of said forms to the Company. Assignment and revocation of assignment forms shall be delivered, with the deduction list herein provided for, to the Company not later than the twentieth of the month preceding the month in which the deduction or the termination of the deduction is to become effective.

8) No part of this Agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employee; and no part of this or any other Agreement between the Company and the Brotherhood shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any

alleged violation of, or misapplication or non-compliance with, any part of this Agreement.

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

This Agreement shall become effective the 1st day of December, 1979, shall supersede all prior union shop and check off agreements and shall remain in effect until changed or modified in accordance with the Railway Labor Act, as amended.

Signed at Pittsburgh, Pennsylvania this 21st day of August, 1979.

BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES:

CONSOLIDATED RAIL
CORPORATION:

/s/ Sal R. Freccia
General Chairman

/s/ R. E. Swert
Senior Asst. Vice
President-Labor Relations

/s/ W. E. LaRue
General Chairman

/s/ J. J. Lattanzio
General Chairman

APPENDIX "H"

AGREEMENT

This Agreement made this 29th day of August, 1952, by and between the participating carriers listed in Exhibit A, attached hereto and hereby made a part hereof, and represented by the Eastern Carriers' Conference Committee, and the employees shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

Section 1.

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

Section 2.

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

Section 3.

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

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be

terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this agreement.

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

(d) Employees who retain seniority under the rules and working conditions agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions agreements 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 or service.

SECTION 4.

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

Section 5.

(a) Each employee covered by the provisions of this agreement shall be considered by a carrier to have met the requirements of the agreement unless and until such 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 therefor 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 individual railroad 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, 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 request therefor. 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 office of the carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization and the employee involved shall have the right to appear and present evidence at a

hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employee, and the organization shall be promptly advised thereof in writing by 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 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 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 Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties

hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the carrier predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employees' 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 carriers party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a conditions 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 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 distribution of amounts withheld and any other matters pertinent thereto.

Section 11.

This agreement shall become effective on September 15, 1952, and is in full and

final settlement of notices, served upon the carriers by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented by each organization on each of said carriers as heretofore stated. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT WASHINGTON, D.C. THIS TWENTY-NINTH DAY OF AUGUST, 1952.

FOR THE PARTICIPATING
CARRIERS LISTED IN
EXHIBIT A:

EMPLOYEES' NATIONAL CONFERENCE
COMMITTEE, SEVENTEEN COOPERA-
TING RAILWAY LABOR ORGANIZA-
TIONS:

(SIGNATURES NOT REPRODUCED)

APPENDIX "I"

EXCERPT FROM THE NATIONAL VACATION AGREEMENT OF
DECEMBER 17, 1941 AS AMENDED

Article 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) such years, not necessarily consecutive.

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

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

(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 year 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 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.

* * * * *

Article 8.

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If any employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

APPENDIX "J"

Agreed-upon Interpretations - Bereavement Leave

- Q-1: How are the three calendar days to be determined?
- A-1: An employee will have the following options in deciding when to take bereavement leave:
- a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
 - b) three consecutive calendar days, ending the day of the funeral service; or
 - c) three consecutive calendar days, ending the day following the funeral service.
- Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?
- A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.
- Example: Employee has a work week of Monday to Friday - off days of Saturday and Sunday. His mother dies on Monday his father dies on Tuesday. At a maximum the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday, and Friday.
- Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?
- A-3: A maximum of two days.
- Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?
- A-4: No; however, the parties, are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day

"J"

(Continued)

preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?

A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

APPENDIX "K"

Article III - October 17, 1986 National Agreement

"ARTICLE III - RATE PROGRESSION - NEW HIRES

Article XI of the December 11, 1981 National Agreement and all other local rules governing entry rates are eliminated and the following provisions are applicable:

Section 1 - Service First 60-Months

Employees entering service on and after the effective date of this Article on positions covered by an agreement with the organization signatory hereto shall be paid as follows for all service performed within the first sixty (60) calendar months of service:

(a) For the first twelve (12) calendar months of employment, new employees shall be paid 75% of the applicable rates of pay (including COLA).

(b) For the second twelve (12) calendar months of employment, such employees shall be paid 80% of the applicable rates of pay (including COLA).

(c) For the third twelve (12) calendar months of employment, such employees shall be paid at 85% of the applicable rates of pay (including COLA).

(d) For the fourth twelve (12) calendar months of employment, such employees shall be paid 90% of the applicable rates of pay (including COLA).

(e) For the fifth twelve (12) calendar months of employment, such employees shall be paid 95% of the applicable rates of pay (including COLA).

(f) Employees who have had an employment relationship with the carrier and are rehired will be paid at established rates after completion of a total of sixty (60) months' combined service.

(g) Service in a craft not represented by the organization signatory hereto shall not be considered in determining periods of employment under this rule.

(h) Employees who have had a previous employment relationship with another carrier in a craft represented by the organization signatory hereto and are subsequently hired by another carrier shall be covered by this Article, as amended. However, such employees will receive credit toward completion of the sixty (60) month period for any month in which compensated service was performed in such craft provided that such compensated service last occurred within one year from the date of subsequent employment.

(i) Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension, or dismissal shall not count toward completion of the sixty (60) month period.

Section 2 - Preservation of Lower Rates

Agreements which provide for training or other reduced rates that are lower than those provided in Section 1 are preserved. If such agreements provide for payment at the

lower rate for less than the first sixty (60) months of actual service, Section 1 of this Article will be applicable during any portion of that period in which such lower rate is not applicable.

Section 3 - Savings Protection

This Article shall become effective 15 days after the date of this agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date."

APPENDIX "L"

ARTICLE X - PERSONAL LEAVE (NATIONAL AGREEMENT OF DECEMBER 11, 1981)

Section 1

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

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

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

Section 2

- (a) Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.
- (b) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
- (c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The carrier will have the right to distribute work on a position vacated among other employees covered by the agreement with the organization signatory hereto.

APPENDIX "L"

(Continued)

Section 3

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

APPENDIX "M"

ARTICLE VII - OCTOBER 17, 1986 NATIONAL AGREEMENT

ARTICLE VII - SENIORITY RETENTION

Section 1

Effective October 17, 1986, all employees promoted subsequent thereto to official, supervisory, or excepted positions from crafts or classes represented by BMWWE shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.

Section 2

Employees promoted prior to October 17, 1986, to official, supervisory, or excepted positions from crafts or classes represented by BMWWE shall retain their current seniority but shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.

Section 3

This Article shall become effective on the date of this Agreement except on such carriers where the organization representative may elect to preserve existing rules pertaining to employees retaining seniority after promotion to an official, supervisory or excepted position and so notifies the authorized carrier representative within thirty (30) days following the date of this Agreement. 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