

AGREEMENT

Between

ESCANABA AND LAKE SUPERIOR
RAILROAD COMPANY

and

The BROTHERHOOD OF MAINTENANCE OF
WAY EMPLOYEES

ESCANABA AND LAKE SUPERIOR RAILROAD COMPANY

WELLS, MICHIGAN 49894

AGREEMENT AS TO WAGE INCREASES

This agreement made as of March 11, 1976 between Escanaba and Lake Superior Railroad Company (Railroad), and Brotherhood of Maintenance of Way Employees dealing with Section 6 Notice of August 5, 1974.

Rule 61 - Para 29 of present Agreement between two parties mentioned above. Rates of Pay and effective dates of increases.

<u>Section Labor</u>	<u>Section Foreman</u>	<u>Eff. Date</u>
4.42	4.89	1-1-75 (5%)
4.55	5.04	10-1-75 (3%)
4.74 1/2	5.23 1/2	4-1-76 (4%)
4.93	5.44	10-1-76 (4%)
5.14 1/2	5.65 1/2	4-1-77 (4%)
5.35	5.88	10-1-77 (4%)

This agreement is to remain in effect through December 31, 1977 and thereafter until changed or modified in accordance with the provisions of the

Railway Labor Act, as amended.

O.M. Berge
O.M. Berge, Vice President
Brotherhood Maintenance of Way Employees

L.L. Hamilton
L.L. Hamilton, General Manager
Escanaba & Lake Superior RR Co.

S. C. Zimmerman
S. C. Zimmerman, General Chairman
Brotherhood of Maintenance of Way Employees

MEDIATION AGREEMENT

between

ESCANABA & LAKE SUPERIOR RAILROAD COMPANY

and its employees represented by

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

In settlement of differences as set forth in an application for mediation as described in Docket Case A-9887 of the National Mediation Board and under the provisions of the Railway Labor Act, Amended, it is mutually agreed that the questions so submitted by the said Brotherhood to the said Company dated August 5, 1974 shall be and are hereby disposed of in accordance with an agreement copy of which is attached hereto but not made a part hereof.

Signed at Wells, Michigan this 11th day of March, 1976.

for the carrier:

for the employees:

[Signature]
Vice Pres. & General Manager, E.&L.S.

[Signature]
General Chairman, B.M.W.E.

Approved:

[Signature]
Vice President, B.M.W.E.

Witness: [Signature]
Mediator, National Mediation Board

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A G R E E M E N T

between

ESCANABA AND LAKE SUPERIOR

RAILROAD COMPANY

and

The employes thereon represented by the

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

Governing Hours of Service and Working

Conditions.

RULE 1. SCOPE.

The rules contained herein shall govern the hours of service and working conditions of all employes in any and all sub-departments of the Maintenance of Way and Structures Department, represented by the Brotherhood of Maintenance of Way Employes. Except in emergency and when agreed to by General Chairman, such employes shall perform all work in the Maintenance of Way and Structures Department. This agreement shall not apply to the following:

1. Roadmasters or other comparable supervisory officers and those of higher rank.
2. Clerical and civil engineering forces.
3. Employes in signal, telegraph and telephone maintenance departments.

RULE 2. CONTRACTING OUT.

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

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

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

RULE 3. DEPARTMENT LIMITS.

Seniority rights of all employes are confined to the sub-department in which employed. The sub-departments are as follows:

1. Track Sub-Department.
2. Bridge and Building Sub-Department.

RULE 4. SENIORITY LIMITS.

Seniority rights of all employes to promotion, new positions, vacancies and displacements will extend over the entire railway.

RULE 5. SENIORITY.

(a) Except as otherwise provided in this rule, seniority begins at the time employe's pay starts.

(b) Seniority of employes promoted to bulletined positions will date from the date of their assignment on the bulletined positions, except that when an employe so promoted fails to qualify on such bulletined position within sixty (60) days, he will not acquire a seniority date as a result of filling such position.

(c) An employe accepting and qualifying for a position in any rank will thereby establish the same seniority date for himself in all lower ranks in the sub-department in which employed.

(d) A promoted employe will retain his seniority rights in the ranks from which promoted.

(e) Employes holding seniority under this agreement who are temporarily employed in other positions in the service of the railroad, not included within the scope of this agreement may, with the approval of the General Manager and the General Chairman, retain and accumulate seniority in their sub-department.

RULE 6. CONSIDERATION.

Rights accruing to employes under their seniority entitled them to consideration for positions in accordance with their relative length of service with the Railway as hereinafter provided.

RULE 7. TEMPORARY SERVICE.

An employe assigned to temporary or special service shall retain and accumulate seniority, and when released shall return to his former position. In the event such former position has been abolished, the employe will then exercise his seniority under the provisions of Rule 9. Position of employe so assigned to temporary or special service shall be bulletined as a temporary vacancy.

RULE 8. OFFICIAL POSITIONS.

Employes promoted to official positions of the railway, or the Brotherhood, will retain and continue to accumulate the same seniority rights and privileges as provided for employes under this agreement, and their names will appear on the appropriate seniority roster.

RULE 9. FORCE REDUCTION.

(a) When forces are reduced the senior employes in their respective ranks and gangs shall be retained and those affected either by being laid off or displaced will have the right to displace employes with less seniority in their rank on their seniority district and after having exhausted their seniority in their own rank they will have the right to displace employes with less seniority in the next succeeding lower rank in their seniority district.

(b) Not less than five working days' notice will be given to regularly assigned employes, not including casual employes or employes who are substituting for regularly assigned employes, who are subject to the rules of the existing collective agreement whose positions are to be abolished before such reductions in force are made.

(c) Employes affected by force reduction or who are displaced in the exercise of seniority by other employes, must if they desire to displace junior employes, exercise their seniority within ten (10) days. Employes will be notified by the proper officer of the Company when other employes have indicated their desire to displace them.

(d) Gangs will not be laid off for short periods, but when reduction in expense is necessary, it will be accomplished by laying off the junior men.

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

(f) Except as provided in paragraph (e) hereof, advance notice to employees before temporarily abolishing positions or making temporary force reductions is not required under emergency conditions such as flood, snow storm, hurricane, tornado, earthquake, fire or a labor dispute other than as defined in paragraph (e) hereof, provided that such conditions result in suspension of the carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employe who is affected by such an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position. If an employee works any portion of the day he will be paid in accordance with existing rules.

RULE 10. RETAINING SENIORITY.

(a) When an employe laid off in force reduction desires to retain his seniority rights without displacing a junior employe, he must, within ten (10) days, file his name and address in writing with the Roadmaster or other corresponding officer, with copy to the General Chairman. Such written notice must be given in duplicate and the officer to whom it is addressed will return one copy receipted to the employe. The employe must notify the officer to whom notice is given of any change in address. When forces are increased he will be notified and will return to service within ten (10) days thereafter. Failure to return to service within ten (10) days unless prevented by sickness or other unavoidable cause, will result in loss of all seniority rights. If the employe returns to the service and has complied with the provisions of this rule his seniority will be cumulated during the period of his absence.

(b) If an employe laid off in force reduction, who has filed his name and address in conformity with paragraph (a) of this rule, is re-employed temporarily for fifteen (15) days or less, such employe need not again file his name and address as provided in paragraph (a) but his seniority is protected by his original filing. If, however, such temporary employment extends for more than fifteen (15) days, the employe must again file his name and address in order to protect his seniority under the provisions of paragraph (a) of this rule.

RULE 11. RETENTION OF SENIORITY - DISABILITY ANNUITY.

An employe granted an annuity under the physical disability provisions of the Railroad Retirement Act prior to reaching the age which would entitle him to full benefits under that Act, will be considered as on an indefinite leave of absence and his name will be continued on the seniority roster until he reaches such age, unless seniority is terminated in the meantime for other reasons.

RULE 12. USE OF FURLOUGHED EMPLOYEES.

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

retains the right to use the regular employee, under pertinent rules of the agreement, rather than call a furloughed employee.

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

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

Note 1. Employees who are on approved leave of absence will not be considered furloughed employees for purposes of this agreement.

Note 2. Furloughed employees shall in no manner be considered to have waived their rights to a regular assignment when opportunity therefor arises.

RULE 13. INCREASE OF FORCE.

(a) When forces are increased, senior laid off employees in the respective ranks must be given preference in employment.

(b) New men shall not be assigned to work to the exclusion of regular men who may be laid off on account of force reductions provided such regular men are available when needed.

(c) Section laborers may be assigned as laborers to perform laborer's work in the Bridge and Building Department.

RULE 14. SENIORITY ROSTERS.

(a) Seniority rosters of employes of each sub-department and rank will be separately compiled. Copies will be furnished foremen and employes' representatives, and foremen will post same in tool houses or outfit cars, at convenient places for inspection by employes affected.

(b) Seniority rosters will show the name and date of entry of the employe into the service of the railroad and date of promotion.

(c) Rosters will be revised and posted in June of each year and will be open to correction for a period of sixty (60) days from date of posting. Upon presentation of proof of error by an employe or his representative, such error will be corrected. If no protest is presented within sixty (60) days, the dates will stand as official and thereafter will not be subject to protest on any future rosters, except that any typographical errors will be corrected.

RULE 15. BULLETIN NOTICE.

(a) When it is known fifteen (15) days in advance that a position is to be established or that a vacancy of thirty (30) days or more is to be open, such positions or vacancy will be bulletined at once.

When it is not known fifteen (15) days in advance that such position is to be created or vacancy to occur, temporary assignment as per paragraph (c) of this rule may be made by officers of the Railway pending results of bids received on bulletin which shall be posted immediately.

(b) Bulletin notice covering new positions or vacancies will be posted for a period of ten (10) days at the headquarters of the gangs in the sub-department of employes entitled to consideration in filling the positions, during which time employes may file their applications with the official whose name appears on the bulletin. Such bulletin will show location, descriptive title, hours of service and rates of pay of the position bulletined. Appointments will be made within fifteen (15) days from date the bulletin is posted. Copy of the bulletins and assignments will be furnished General Chairman and men bidding.

(c) Positions or vacancies of fifteen (15) days or less duration may be filled without bulletining except that the senior employe in the seniority district unassigned to service in the same or higher rank will be given preference.

(d) When more than one vacancy or position exists and is bulletined at the same time, employes shall have the right to bid on all stating preference.

(e) An employe assigned to position on bulletin, unless being used for temporary or special service, must take such position, and will be placed on such position within thirty (30) days from date of assignment thereto.

(f) An employe on leave of absence or off on account of force reduction, who makes request in writing to his superior officer, will be furnished with copies of bulletins that are issued, and may make application for bulletined positions. If such employe is assigned to a bulletined position, he must, unless prevented by sickness or other unavoidable cause, return and accept the same within thirty (30) days.

(g) An employe promoted from a lower to a higher rank will rank above an employe declining promotion. An employe accepting promotion will have priority in consideration for further promotion.

RULE 16. ASSIGNMENTS.

Vacancies or new positions will be filled first by employes holding seniority in the rank in which the vacancy or new position occurs. If not so filled, they will then be filled by employes in succeeding lower ranks in the sub-department.

RULE 17. PROMOTIONS.

A promotion is an advancement from a lower rank to a higher rank.

RULE 18. MAKING PROMOTIONS.

Promotion shall be based on ability and seniority. Ability being sufficient seniority shall prevail.

RULE 19. QUALIFYING FOR PROMOTION TO POSITIONS OF FOREMEN.

(a) An employe desiring promotion to the rank of foreman, within his sub-department and seniority district, shall file written notice of such desire with the official designated by the Management to receive such notice and the General Chairman.

(b) Appropriate and reasonable examinations shall be prescribed by Management and the General Chairman for the determination of the employe's qualifications for promotion and system of rating shall be agreed upon which will stipulate the minimum rating essential to qualify.

(c) Examinations shall be conducted periodically, at which time employes who have made application shall be afforded opportunity to take such examinations without loss in their regular daily compensation; provided however, that these periodic examinations need not be conducted so long as the Management and the General Chairman agree that there are sufficient qualified employes awaiting promotion opportunities in their sub-department and on their seniority district. Notices of such examinations shall be furnished to the employes interested and the General Chairman at least fifteen (15) calendar days prior to such examinations.

(d) Employes failing to pass examination shall be advised in writing, with copy to the General Chairman, as to the cause or causes of their failure. They shall be afforded opportunity for subsequent examinations, unless the cause or causes are of a permanent nature.

(e) When employes have met the minimum qualifications provided for in paragraph (b) of this rule, they shall be promptly advised of that fact and shall be promoted in accordance with their relative seniority in the lower rank from which promoted.

(f) In the interest of operating efficiency and for the development of promotion qualification, the Management will provide the employes who have filed written notice of their desire for promotion with educational data bearing upon the requirements of the position to which promotion is desired and upon which examinations are based.

(g) The foregoing provisions, (a) to (f) inclusive, of this rule shall apply only to the positions for which examinations are herein provided and promotions to other positions covered by this agreement shall be made in accordance with the general seniority and promotion rules.

RULE 20. FAILING TO QUALIFY.

Employes accepting promotion will be given a fair chance to demonstrate their ability to meet the practical requirements of the position and failing to qualify within sixty (60) calendar days, may return to their former position.

RULE 21. PROMOTION TO OFFICIALS.

It should be well established and recognized fact that every railway employe should be interested in qualifying and when opportunity affords, securing the highest position in the official ranks. Management should interest itself in the proper training of employes in the lower ranks so that when an opportunity affords, there will be competent qualified employes ready to fill vacancies in the higher ranks and Management should assist in

every way possible employes who have manifested through loyalty, adaptitude, efficiency and length of service, the desirable qualifications for a promotion and should give such employes the opportunity of filling vacancies in official ranks.

RULE 22. LEAVING SERVICE.

An employe who voluntarily leaves the service of the Railway Company, shall, if re-employed, rank as a new employe.

RULE 23. LEAVE OF ABSENCE.

(a) Except for physical disability, written leave of absence in excess of ninety (90) calendar days in any twelve (12) month period, shall not be granted unless by agreement between the Management and the General Chairman of the employes. Employes may return to the service at any time during their leave of absence, but failing to return before the expiration of their leave of absence, will lose their seniority unless an extension agreed to by the Management and the General Chairman has been obtained. An employe who engages in business or compensated work in outside industry during his leave of absence forfeits his seniority unless special arrangements have been made therefor between the Management and the General Chairman. Employes below the rank of foreman may be granted leave of absence not to exceed fifteen (15) calendar days by their foreman. Written leave of absence in excess of fifteen (15) calendar days will only be granted by Roadmaster or other corresponding officer.

(b) Employes serving on committees, on sufficient notice, shall be granted leave of absence and free transportation for the adjustment of differences between the Railway and its employes.

RULE 24. BASIC DAY.

Eight (8) consecutive hours, exclusive of the meal period, shall constitute a day.

RULE 25. WORK WEEK.

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

(a) General - Subject to the exceptions contained in this Rule, there is hereby established a work week of 40 hours, consisting of five

days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with operational requirements; so far as practicable the days off shall be Saturday and Sunday. The work week rules are subject to the following provisions:

(b) Five-Day positions - On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

(c) Six-Day positions - Where the nature of the work is such that employes will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(d) Seven-Day positions - Where the nature of the work is such that employes will be needed seven days each week, any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(e) Regular relief assignments - All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under provisions of this Agreement.

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

(f) Deviation from Monday - Friday week - If, in positions and work extending over a period of five days per week, an operational problem arises which the Company contends cannot be met under provisions of paragraph (b) hereof and requires that some of such employes work Tuesday to Saturday instead of Monday to Friday, and the employes contend to the contrary, and if the parties fail to agree thereon, then if the Company nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim.

(g) Nonconsecutive Rest Days - The typical work week is to be one with two consecutive days off. However, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (c), (d) and (e) of this Rule, the following procedure shall be used:

- (1) All possible regular relief positions shall be established pursuant to section (e) of this Rule.

- (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this Agreement.
 - (3) Efforts will be made to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
 - (4) Other suitable or practicable plans which may be suggested by either part shall be considered and efforts made to come to an agreement thereon.
 - (5) If the foregoing does not solve the problem, then some of the relief or extra men may be given non-consecutive rest days.
 - (6) If after all the foregoing has been done there still remains service which can only be performed by requiring employes to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.
 - (7) The least desirable solution to the problem would be to work some regular employes on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.
 - (8) If there is a disagreement over the necessity of splitting the rest days on any assignments, the Company may nevertheless put the assignments into effect subject to the right of employes to process the dispute as a grievance or claim under provisions of applicable rules, and in such proceedings the burden will be on the Company to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employes in excess of five days per week.
- (h) Rest Days of Extra or Furloughed Employes - To the extent extra or furloughed men may be utilized, their days off need not be consecutive; however, if they take the assignment of a regular employe they will have as their days off the regular days off of that assignment.

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

(j) Weekly Overtime - Work in excess of 40 straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate except where such work is performed by an employe due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under paragraph (g) of this Rule.

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

There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, 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.

(k) Service on Rest Days - Service rendered by employes on rest days shall be paid for under call rules unless relieving an employe assigned to such day in which case they will be paid under existing rest days rules. Regular assigned rest days shall not be changed except after two days' advance notice to the employe.

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

RULE 26. PRIOR CONSULTATION.

In the event a carrier decides to effect a material change in work methods involving employes covered by the rules of the collective agreement of the organization party hereto, said carrier will notify the General Chairman thereof as far in advance of the effectuation of such change as is practicable and in any event not less than fifteen (15) days prior to such effectuation. If the General Chairman or his representative is available prior to the date set for effectuation of the change, the representative

of the carrier and the General Chairman or his representative shall meet for the purpose of discussing the manner in which and the extent to which employes represented by the organization may be affected by such change, the application of existing rules such as seniority rules, placement and displacement rules and other pertinent rules, with a view to avoid grievances arising out of the terms of the existing collective agreement and minimizing adverse effects upon the employes involved.

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

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

Rates of Pay - (a) The rates of pay of employes subject to the rates of pay rules of the collective agreement between the parties hereto shall be listed in a master wage schedule prepared by the carrier. A copy of this wage schedule shall be furnished to the General Chairman for his verification.

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

(b) The listing of rates of pay in the agreement does not constitute a guarantee of the continuance of any position or any certain number of positions or anything else other than as stated in paragraph (a) hereof.

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

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

(e) The submissions to arbitration provided for in paragraphs (c) and (d) of this Rule shall be under and in accordance with the provisions of the Railway Labor Act; shall be between the individual carrier and the system committee of the organization representing employes of such carrier; and shall be governed by an arbitration agreement conforming to the requirements of the Railway Labor Act which shall contain the following provisions:

- (1) shall state that the Board of Arbitration is to consist of three members,
- (2) shall state specifically that the question to be submitted to the Board for decision shall be limited to the single question as to whether the rate established by the carrier should be continued or whether the rate suggested by the General Chairman should be adopted or whether an intermediate rate is justified; and that in its award the said Board shall confine itself strictly to decision as to the question so specifically submitted to it;
- (3) shall fix a period of ten (10) days from the date of the appointment of the arbitrator necessary to complete the Board within which the said Board shall commence its hearings;

- (4) shall fix a period of thirty (30) days from the beginning of the hearings within which the said Board shall make and file its award; provided, that the parties may agree at any time upon the extension of this period;
- (5) shall provide that the award shall become effective on the date that it is rendered and the rate awarded shall continue in force until changed or modified pursuant to the provisions of the Railway Labor Act.

RULE 27. BEGINNING AND END OF DAY.

Employee time will start and end at a regular designated assembling point for each class of employees which will be the tool house, outfit car, or shop.

RULE 28. HOURS OF SERVICE.

(a) For regular day service the starting time will not be earlier than 6:00 A.M. and not later than 8:00 A.M. and will not be changed without first giving employees affected thirty-six (36) hours' notice.

(b) When two or more shifts are employed, no shift will have a starting time between 12:00 o'clock midnight and 5:00 A.M..

(c) Employees' regular assigned hours will not be changed to avoid the application of overtime rules.

RULE 29. DETERMINING HOURLY RATE.

In determining the straight time hourly rate divide the monthly rate by 175 $\frac{1}{3}$ or the weekly rate by 40. To determine the daily rate multiply the straight time hourly rate by eight.

RULE 30. COMPOSITE SERVICE.

A differential of .01 $\frac{1}{2}$ ¢ per hour will be paid to Section Foremen doing bridge work as B&B carpenters. A differential of .06¢ per hour will be paid Section Laborers doing bridge work as B&B carpenters helpers. These differentials to be added to all existing rates of pay covered by this schedule of agreements.

RULE 31. MEAL PERIOD.

(a) When a meal period is allowed, it will be fixed between the ending of the fourth (4) hour and the beginning of the seventh (7) hour after starting work. Unless acceptable to the majority of the employees directly interested the meal period shall not be less than thirty minutes or more than one hour.

(b) If the meal period is not afforded at the agreed time and is worked, the meal period shall be paid for at time and one-half rate and thirty (30) minutes with pay in which to eat shall be afforded at the first opportunity.

RULE 32. CALLS.

(a) Employees notified or called for service outside of established hours will be paid for such service at time and one-half rate with the minimum of two (2) hours and forty (40) minutes at time and one half rate. When called six (6) hours or more in advance of the regular work period and service for which called extends into the regular work period, employees will be paid at the rate of time and one-half, or double time after sixteen (16) hours of service computed from the beginning of each regular shift until relieved from the emergency work for which called, and thereafter at pro rata rate during the balance of the regular work period.

(b) Employees laid off in reduction of force and retaining seniority under the provisions of Rule 8 when called back temporarily for special service will be compensated as follows:

When working the full hours of assignment of the gang with which employed, eight (8) hours at pro-rata rate.

When called for irregular or part time service, paid as per paragraph (a) of this rule.

RULE 33. OVERTIME.

Time worked preceding or following and continuous with the regular eight (8) hour work period, exclusive of the meal period, shall be computed on the actual minute basis and paid for at time and one-half rates, with double time computed on the minute basis after sixteen (16) continuous hours of work in any twenty-four (24) hour period computed from starting time of the employee's regular shift. Employees required to work continuously from one regular work period into another in an emergency shall be paid at the

rate of time and one-half for the first eight (8) overtime hours and thereafter, double time until the beginning of the next regular shift, and thereafter at the rate of time and one-half or double time as the case may be, until relieved from such emergency work, and pro rata or straight time rate for the remainder of the time worked during the regular assigned work period. Time allowed to eat will not break the continuity of service.

RULE 34. ABSORBING OVERTIME.

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

RULE 35. WORK ON REST DAYS, HOLIDAYS AND UNASSIGNED DAYS.

(a) Work performed on rest days and the following legal holidays, namely, New Years Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas and effective January 1, 1976 the day before Christmas Day (Provided when any of the above holidays fall on Sunday, the day observed by the State, Nation or by proclamation, shall be considered a holiday) shall be paid at the rate of time and one-half in addition to the pro rata rate of pay received for the holiday not worked.

(b) The holiday agreement of August 21, 1954 as amended is hereby made a part of this Agreement. (See Appendix "A".)

RULE 36. ATTENDING COURT AND INVESTIGATIONS.

Employees attending court, inquests, investigations or hearings under the instructions from the Railway will be paid the equivalent of the regular assigned hours at the pro rata rate for each calendar day so held and in addition thereto travel time as per Rule 38 also necessary expenses while away from home.

RULE 37. JURY DUTY.

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

- (1) An employee must exercise any right to secure exemption from the summons and/or jury service under the federal state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.
- (2) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (3) The number of days for which jury duty shall be paid is limited to a maximum of 60 days in any calendar year.
- (4) No jury duty pay will be allowed for any day as to which the employe is entitled to vacation or holiday pay.
- (5) When an employee is excused from railroad service account of jury duty the carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

RULE 38. TRAVEL TIME.

Employes will be allowed straight time for actual time waiting or traveling as passengers by passenger train or other public conveyance by the direction of the management, during or outside of regular work period, either on or off assigned territory, except that when employes are required to travel on rest days or holidays they shall be paid in accordance with Rule 35. If, during the time on the road, a man is relieved from duty and is permitted to go to bed for five (5) hours or more, 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 calendar day when such irregular service prevents the employe from making his regular daily hours at home station.

RULE 39. EXPENSE.

Employes will be reimbursed for necessary expenses incurred while away from their regular outfits or regular headquarters by direction of the Management, whether off or on their assigned territory. This rule not to apply to employes traveling in exercise of their seniority rights.

RULE 40. REPORTING AND NOT USED.

Hourly rated employes required to report at the usual scheduled time and place for the day's work, and when conditions prevent such work being performed, will be allowed a minimum of four (4) hours; if held on duty over four (4) hours, the employes will be allowed to complete the day's work.

RULE 41. TOOLS AND RUBBER BOOTS.

(a) The Railway will furnish the employes such general tools as are necessary to perform their work except such tools as are customarily furnished by the skilled workmen. Employes will not be required to sharpen tools on their own time.

(b) Rubber boots will be furnished by the Company.

RULE 42. WATER.

The Railway will furnish an adequate supply of water suitable for domestic uses to employes living in its buildings, camps and outfit cars. Where it must be transported and stored, the receptacle shall be adapted to the purpose.

RULE 43. WEEKEND TRIPS.

(a) Employes will be allowed to make week-end trips to their homes. Free transportation will be furnished.

(b) Employes will be given permission and furnished free transportation to attend meetings of their organization once each month.

RULE 44. HOUSEHOLD GOODS.

Employes transferred from one location to another by direction of the Management, or in the exercise of their seniority rights, will be entitled to move their household effects without payment of freight charges.

RULE 45. RESIDENCE AT HOME.

Any employe stationed at a point where he maintains a residence will not be compelled to board with the boarding outfits. Employes will not be compelled to pay for meals when away from their outfits.

RULE 46. TRANSPORTATION.

Employees covered by this agreement and their wives and dependent children will be given the same consideration in the granting of free transportation as is given other employees in service.

RULE 47. INJURIES.

Employees injured while on duty will be given medical attention at the earliest possible moment. Injured employees will not be required or requested to make statements or reports concerning their injury until mentally and physically able to do so nor sign releases until they are permanently recovered.

RULE 48. PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES.

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

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

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

- (1) Accidental Death or Dismemberment
The carrier will provide for loss of life or dismemberment occurring within 120 days after date

of an accident covered in paragraph (a):

Loss of Life	\$100,000
Loss of Both Hands	100,000
Loss of Both Feet	100,000
Loss of Sight of Both Eyes	100,000
Loss of One Hand and One Foot	100,000
Loss of One Hand and Sight of One Eye	100,000
Loss of One Foot and Sight of One Eye	100,000
Loss of One Hand or One Foot or Sight of one Eye	50,000

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

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

(2) Medical and Hospital Care

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

(3) Time Loss

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

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment in Case of Accidental Death - Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

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

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset - It is intended that this rule is to provide a guaranteed recovery by an employee or his personal representative.

Under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this rule may be applied as an offset by the railroad against any recovery so obtained.

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

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

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

"In consideration of the payment of any of the benefits provided in this rule,

(employee or personal representative)

agrees to be governed by all of the conditions and provisions said and set forth herein."

Savings Clause.

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

RULE 49. SHORTAGE OF PAY 1 DAY OR MORE.

Where there is a shortage equal to one day's pay or more in the pay of an employe, a voucher will be issued to cover the shortage.

RULE 50. PHYSICAL EXAMINATIONS.

Should employes coming within scope of this agreement be required to take physical examinations, such examinations will not be more frequent than once each year unless it is apparent that the employe's health or physical condition is such that an examination should be made for the purpose of informing him of the disability so that proper treatment may be given..

If an employe should be disqualified, upon examination by the Railway's physician, and feel that such disqualification is not warranted, the matter may be handled in the same manner prescribed in these rules for the handling of grievances. If the matter is not disposed of by such handling, the following rules will apply:

(a) The employe involved, or his representative, will select a physician to represent him, and the Railway will select a physician to represent it, in conducting a further physical examination. If the two physicians thus selected shall agree, the conclusions reached by them will be final.

(b) If the two physicians selected in accordance with paragraph (a) should disagree as to the physical condition of such employe, they will select a third physician to be agreed upon by them, who shall be a practitioner of recognized standing in the medical profession, and a specialist in the disease or diseases from which the employe is alleged to be suffering. The board of medical examiners thus selected will examine the employe and render a report within a reasonable time, not exceeding fifteen (15) calendar days after selection, setting forth his physical condition and their opinion as to his fitness to continue service in his regular employment, which will be accepted as final. Should the decision be adverse to the employe and it later definitely appears that his physical condition has improved, a re-examination will be arranged after a reasonable interval, upon request of the employe.

(c) Any and all expenses involved in the application of (a) and (b) of this rule will be borne by the Railway.

RULE 51. DISCIPLINE.

(a) An employe in the service thirty (30) calendar days or more will not be disciplined or dismissed without first being given a fair and impartial hearing before an officer superior in rank to the officer preferring charges. If the offense is considered sufficiently serious, the employe may be suspended pending hearing and decision. At the hearing the employe

covered by this agreement may be assisted by representatives of the Brotherhood party hereto. The hearing will be held within ten (10) calendar days of the date when charged with the offense or held out of service. Decision will be rendered within fifteen (15) calendar days after completion of hearing. Prior to the hearing the employe will be notified in writing of the precise charge against him, after which he will be allowed reasonable time for the purpose of having witnesses and representatives of his choice present at the hearing.

(b) A transcript of all evidence given at the hearing will be furnished the employe and his representatives.

No evidence or statements made will be used in assessing discipline except such as may be properly introduced at the hearing and subject to cross examination. Each witness shall verify and sign a transcript of his own testimony.

(c) If the charge against the employe is not sustained, it shall be stricken from the record. If by reason of such unsustained charge, the employe has been removed from position held, reinstatement to his former position will be made and payment allowed for any monetary loss sustained, less any amount he may have earned if employed in any other position by the railway.

(d) If the charge against the employe is sustained and he is demoted or is dismissed and is later reinstated the manner of his exercising his seniority will be subject to agreement between the General Chairman and the Management. An employe in this status not reinstated to his full rights before six (6) months from date of discipline or dismissal, cannot later be reinstated except upon consent of the General Chairman.

(e) An employe's right to appeal is hereby established. The Brotherhood representatives will have the right to appeal in succession up to and including the highest official designated by the Management to handle such cases; copy of notice of appeal will be given the official rendering the decision. A specific schedule of appeals will be agreed upon providing for the least number of appeals and separate handling consistent with a proper and mutually satisfactory disposition of the case.

(f) Should an employe or his Brotherhood representative feel that he has been unjustly dealt with in other than discipline matters, or that any provision of this agreement has not been complied with he or his representatives may handle such matter with his immediate superior or appropriate officer of the Railway. If a hearing is necessary to determine the facts, same will be granted by the supervising officer within ten (10) calendar days thereafter.

RULE 52. TIME LIMIT ON CLAIMS.

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

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within 60 days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the sixty (60) day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within nine (9) months from the date of said officer's decision, proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood however, that the parties may by agreement in any particular case extend the nine (9) months' period herein referred to.

(d) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged

alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 60 days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for lost time shall be sufficient.

(e) This rule recognizes the right of representatives of the Organization, parties hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

(f) This agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within 9 months of the date of the decision of the highest designated officer of the carrier.

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

RULE 53. VACATIONS.

Employees covered by this rule will be granted vacations as provided under the terms and provisions of the National Vacation Agreement, signed at Chicago, Illinois, on December 17, 1941, as it has been interpreted and amended.
See Appendix B hereto.

RULE 54. STABILIZATION OF EMPLOYMENT.

The provisions of the National Agreement signed at Washington, D.C., February 7, 1965 covering stabilization of employment and as reproduced in Appendix C hereto, shall be considered a part of this agreement.

RULE 55. HEALTH AND WELFARE.

The provisions of the National Health and Welfare Plan negotiated pursuant to the National Agreement of August 21, 1954, as this plan has been revised and amended shall be applicable to the employees covered by this agreement.

RULE 56. UNION SHOP.

The Union Shop Agreement of August 29, 1952 between Eastern Carrier's Conference Committee and the Seventeen Cooperating Railway Labor Organizations Signatory thereto, shall be applicable to employees covered by this Agreement (Appendix "D").

RULE 57. CHECK-OFF.

The provisions of the Union Shop Check-off of Dues Agreement dated August 1, 1974 reproduced as Appendix E hereto, shall be considered a part of this agreement.

RULE 58. BEREAVEMENT.

Effective January 1, 1973, employees will be granted leave with actual lost wages, not to exceed three (3) days, when death occurs in the immediate family (wife, children, grand children, parents, brothers and sisters).

RULE 59. SUPPLEMENTAL SICKNESS BENEFITS.

The provisions of the Supplemental Sickness Benefit Agreement of May 15, 1973, shall be applicable to employees covered by this Agreement, (not reproduced).

RULE 60. REPRESENTATION.

Subject to the provisions of the Railway Labor Act, the right of the Brotherhood of Maintenance of Way Employees to represent employees coming within the scope of this agreement is recognized, and the interpretation of this agreement as agreed upon by the Company and the Brotherhood of Maintenance of Way Employees will govern.

RULE 61. RATES OF PAY.

<u>Rates of Pay Effective:</u>	<u>1-1-74</u>
Section Foreman	\$4.6644
Section Laborer	4.2120
Equipment Operator	4.6644

RULE 62. PRINTING SCHEDULE.

Schedule shall be printed by the Railroad and any employee affected thereby shall be provided with a copy upon request.

RULE 63. EFFECTIVE DATE.

This agreement supersedes existing agreements and all interpretations thereto in conflict therewith and shall become effective January 1, 1975 and shall continue in effect until amended by mutual agreement or in conformity with the Railway Labor Act.

FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES:

S. C. Zimmerman
General Chairman

FOR THE ESCANABA AND LAKE
SUPERIOR RAILROAD:

J. L. Hamilton

APPROVED:

Om Buge
Vice President

9/2/75
Date

**M of W-HOL.
Synthesis**

**Synthesis
of
Nonoperating (MofW)
National Holiday Provisions**

Prepared Jointly by the
Brotherhood of Maintenance of Way Employes
and the
National Railway Labor Conference
(Revised -72)

APPENDIX A

NON-OPERATING (MOPW) NATIONAL
HOLIDAY PROVISIONS

The following represents a synthesis in one document, for the convenience of the parties, of the current Holiday provisions of the National Agreement of August 21, 1954 and amendments thereto provided in the National Agreements of August 19, 1960, November 20, 1964, May 17, 1968, and February 10, 1971, with appropriate source identifications.

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

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

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

[Note: Effective January 1, 1973, Veterans Day shall be added to the holidays enumerated in the preamble paragraph of Section 1.]

(ART. II - HOLIDAYS - Sections 1(a) and 2(a) - 2/10/71 Agreement)

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

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

(c) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (b) above, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

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

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

(ART. III - HOLIDAYS - Section 1 - 5/17/68 Agreement)

Section 2(a). Monthly rates, the hourly rates of which are predicated upon 169-1/3 hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The hourly factor will thereafter be 174 and overtime rates will be computed accordingly.

Weekly rates that do not include holiday compensation shall receive a corresponding adjustment.

(b) All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum plus 28 divided by 12 will establish a new hourly factor and overtime rates will be computed accordingly.

Weekly rates not included in Section 2(a) shall receive a corresponding adjustment.

(ART. II - HOLIDAYS - Sections 2(a) and 2(b) - 8/21/54 Agreement)

Effective January 1, 1973, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate.

(ART. II - HOLIDAYS - Section 2(d) - 2/10/71 Agreement)

The hourly factor as shown in Section 2(a) above, was as a result of the addition of the birthday holiday increased, effective January 1, 1965, to 174-2/3; and as a result of the addition of Veterans Day as a holiday, effective January 1, 1973, shall be increased to 175-1/3.

Section 3. A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

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

- (i) Compensation for service paid by the carrier is credited; or
- (ii) Such employee is available for service.

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

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

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

(ART. III - HOLIDAYS - Section 2 - 5/17/68 Agreement)

Section 4. Provisions in existing agreements with respect to holidays in excess of the eight holidays referred to in Section 1 hereof shall continue to be applied without change.

[Note: Effective January 1, 1973, the reference in this Section 4 to "eight holidays" is changed to "nine holidays."]

(ART. II - HOLIDAYS - Sections 1(b) and 2(c) - 2/10/71 Agreement)

Section 5(a). Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday in the same manner as to other holidays listed or referred to therein.

(ART. II - HOLIDAYS - Section 1(c) - 2/10/71 Agreement)

[Note: Effective January 1, 1973, this Section 5(a) is amended to read as follows:]

Section 5(a). Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday and to Veterans Day in the same manner as to other holidays listed or referred to therein.

(ART. II - HOLIDAYS - Section 2(b) - 2/10/71 Agreement)

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

(ART. II - HOLIDAYS - Section 1(c) - 2/10/71 Agreement)

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

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

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

(ART. III - HOLIDAYS - Section 4 - 5/17/68 Agreement and
ART. II - HOLIDAYS - Section 1(c) - 2/10/71 Agreement)

Section 6. Article II, Section 6 of the Agreement of August 21, 1954, which was added by the Agreement of November 20, 1964, is eliminated. However, the adjustment in monthly rates of monthly rated employees which was made effective January 1, 1965, pursuant to Article II of the Agreement of November 20, 1964, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect.

(ART. II - HOLIDAYS - Section 1(d) - 2/10/71 Agreement)

Section 7. When any of the eight recognized holidays enumerated in Section 1 of this Article II, or any day which by agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of any such holidays, falls during an hourly or daily rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

[Note: Effective January 1, 1973, the reference in this Section 7 to "eight holidays" is changed to "nine holidays."]

(ART. II - HOLIDAYS - Sections 1(e) and 2(c) - 2/10/71 Agreement)

M of W-VAC.
Synthesis

Synthesis
of
Nonoperating (MofW)
National Vacation Agreements

Prepared Jointly by the
Brotherhood of Maintenance of Way Employes
and the
National Railway Labor Conference
(Revised -72)

**NONOPERATING (Mofw) NATIONAL
VACATION AGREEMENTS**

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in the National Agreements of August 21, 1954, August 19, 1960, January 13, 1967, May 17, 1968, February 10, 1971, and National Memorandum of Agreement of May 21, 1971, with appropriate source identifications.

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

- - - - -

1. (a) 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.

(ART. II - VACATIONS - Section 1(a) - 1/13/67 Agreement and
ART. IV - VACATIONS - Section 1(a) - 2/10/71 Agreement)

(b) An annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

(ART. II - VACATIONS - Section 1(b) - 5/17/68 Agreement and
ART. IV - VACATIONS - Section 1(b) - 2/10/71 Agreement)

(c) 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 ten (10) 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 ten (10) of such years, not necessarily consecutive.

(ART. II - VACATIONS - Section 1(c) - 1/13/67 Agreement and
ART. IV - VACATIONS - Section 1(c) - 2/10/71 Agreement)

(d) 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 twenty (20) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty (20) of such years, not necessarily consecutive.

(ART. II - VACATIONS - Section 1(d) - 1/13/67 Agreement and
ART. IV - VACATIONS - Section 1(d) - 2/10/71 Agreement)

(e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.

(ART. IV - VACATIONS - Section 1(e) - 2/10/71 Agreement)

(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.

(ART. II - VACATIONS - Section 1(e) - 1/13/67 Agreement and
ART. IV - VACATIONS - Section 1(f) - 2/10/71 Agreement)

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

(ART. II - VACATIONS - Section 1(f) - 1/13/67 Agreement and
ART. IV - VACATIONS - Section 1(g) - 2/10/71 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.

(ART. II - VACATIONS - Section 1(g) - 1/13/67 Agreement and
ART. IV - VACATIONS - Section 1(h) - 2/10/71 Agreement)

(i) In instances where employees have performed seven (7) months' service with the employing carrier, or have performed, in a calendar year, service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employees in the Armed Forces will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(ART. II - VACATIONS - Section 1(h) - 1/13/67 Agreement)

[as follows:

Effective January 1, 1973, this Section 1(i) is amended to read]

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

(ART. IV - VACATIONS - Section 1(i) - 2/10/71 Agreement)

(j) Effective January 1, 1973, in instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(ART. IV - VACATIONS - Section 1(j) - 5/21/71 Memorandum of Agreement)

(k) Effective January 1, 1973, in instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(Section 1(k) - 5/21/71 Memorandum of Agreement)

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

(ART. II - VACATIONS - Section 1(i) - 1/13/67 Agreement and
ART. IV - VACATIONS - Section 1(L) - 2/10/71 Agreement)

2. Insofar as applicable to the employees covered by this agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, Article 2 of such agreement is hereby cancelled.

(ART. II - VACATIONS - Section 2 - 5/17/68 Agreement)

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

(Section 3 - 12/17/41 Agreement)

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

[Such Section 3 is amended, effective January 1, 1973, to change the reference to "eight recognized holidays" to "nine recognized holidays" and add Veterans Day to the holidays named.]

(ART. IV - VACATIONS - Section 3 - 2/10/71 Agreement)

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

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

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

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

(Section 4(a) and (b) - 12/17/41 Agreement)

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

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

(Section 5 - 12/17/41 Agreement)

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

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

(ART. I - VACATIONS - Section 4 - 8/21/54 Agreement)

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

(Section 6 - 12/17/41 Agreement)

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

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

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

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

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

(e) An employee not covered by paragraphs (a), (b), (c), or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

(Section 7 - 12/17/41 Agreement)

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 an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or

vacation pay shall be 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.

(ART. IV - VACATIONS - Section 2 - 8/19/60 Agreement)

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

(Section 9 - 12/17/41 Agreement)

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

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

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

(Section 10 - 12/17/41 Agreement)

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

(Section 11 - 12/17/41 Agreement)

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

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

(c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired

under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

(Section 12 - 12/17/41 Agreement)

13. The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay agree that the duly authorized representatives of the employees, who are parties to one agreement, and the proper officer of the carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this agreement, provided that such changes or understandings shall not be inconsistent with this agreement.

(Section 13 - 12/17/41 Agreement)

14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall be referred for decision to a committee, the carrier members of which shall be the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the carrier members and employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act as amended, in the event committee provided in this section fails to dispose of any dispute or controversy.

(Section 14 - 12/17/41 Agreement)

[follows: Effective January 1, 1973, Section 15 is amended and will read as]

15. Except as otherwise provided herein this agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1973 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

(ART. IV - VACATIONS - Section 2 - 2/10/71 Agreement)

Except to the extent that articles of the Vacation Agreement of December 17, 1941 are changed by this Agreement, the said agreement and the interpretations thereof and of the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942, July 20, 1942 and July 18, 1945 and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Sections 1 and 2 of this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 hereof.

(ART. I - VACATIONS - Section 6 - 8/21/54 Agreement)

AGREEMENT

between

ESCANABA AND LAKE SUPERIOR RR COMPANY

and its employees

REPRESENTED BY THE ORGANIZATIONS SIGNATORY HERETO

In settlement of the dispute resulting from the employees' formal notice served upon the carrier on or about May 31, 1963, relating to job security; it is understood and agreed that the parties will adopt and apply the terms and conditions of the Mediation Agreement entered into at Washington, D.C. on February 7, 1965, and identified as Case No. A-7128 with the following modification:

1. Article 1, Section 5 shall read as follows:

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

2. Article II, Section 3, and Article III, Section 1, are changed by eliminating the provision against crossing over craft lines as long as only union employees are involved.

Signed at Wells, Michigan this 7th day of May, 1965.

FOR THE EMPLOYEES:

/s/ P.J. McAndrews
General Chairman, Brotherhood
of Maintenance of Way Employees

FOR THE CARRIER:

G.W. Knutson
Vice President & General
Manager.

**5 NON-OPS
FEBRUARY 7, 1965**

MEDIATION AGREEMENT, CASE NO. A-7128

DATED FEBRUARY 7, 1965

between

RAILROADS REPRESENTED BY THE
NATIONAL RAILWAY LABOR CONFERENCE

and the

EASTERN, WESTERN AND SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES

and their employees represented by the following organizations,

through the

EMPLOYEES' NATIONAL CONFERENCE COMMITTEE,
FIVE COOPERATING RAILWAY LABOR ORGANIZATIONS:

1. Brotherhood of Railway and Steamship Clerks,
Freight Handlers, Express and Station Employes
2. Brotherhood of Maintenance of Way Employes
3. The Order of Railroad Telegraphers
4. Brotherhood of Railroad Signalmen
5. Hotel & Restaurant Employes and Bartenders
International Union

M E D I A T I O N A G R E E M E N T

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

IT IS AGREED:

ARTICLE I - PROTECTED EMPLOYEES

Section 1 -

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

Section 2 -

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

Section 3 -

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

Section 4 -

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

Section 5 -

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

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

Section 1 -

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

Section 2 -

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

Section 3 -

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

ARTICLE III - IMPLEMENTING AGREEMENTS

Section 1 -

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

Section 2 -

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

Section 3 -

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

Section 4 -

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

Section 5 -

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

ARTICLE IV - COMPENSATION DUE PROTECTED EMPLOYEES

Section 1 -

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

Section 2 -

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

Section 3 -

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

Section 4 -

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

Section 5 -

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

Section 6 -

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

ARTICLE V - MOVING EXPENSES AND SEPARATION ALLOWANCES

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

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

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

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

ARTICLE VI - APPLICATION TO MERGERS, CONSOLIDATIONS AND OTHER AGREEMENTS

Section 1 -

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

Section 2 -

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

Section 3 -

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

Section 4 -

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

ARTICLE VII - DISPUTES COMMITTEE

Section 1 -

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

Section 2 -

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

Section 3 -

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

Section 4 -

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

Section 5 -

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

ARTICLE VIII - EFFECT OF THIS AGREEMENT

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

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

ARTICLE IX - COURT APPROVAL

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

SIGNED AT WASHINGTON, D. C., THIS ^{7th} DAY OF FEBRUARY, 1965

For the participating carriers
listed in Exhibit A:

J. B. Oram
Chairman

J. B. Fee

Guy W. Hought

Employes' National Conference
Committee, Five Cooperating Railway
Labor Organizations:

J. E. Feighty
Chairman

Brotherhood of Railway and Steamship
Clerks, Freight Handlers, Express
and Station Employes

E. L. Dennis
Grand President

For the participating carriers
listed in Exhibit B:

E. J. Freeman
Chairman

J. A. Hansen

J. H. Lambert

Brotherhood of Maintenance of Way
Employes

W. C. Crotty
President

The Order of Railroad Telegraphers

J. E. Feighty
President

Brotherhood of Railroad Signalmen

J. E. Clark
President

For the participating carriers
listed in Exhibit C:

W. S. Macgill
Chairman

For the participating carriers
listed in Exhibit C - continued -

Employees' National Conference
Committee, Five Cooperating Railway
Labor Organizations - continued -

F. K. Day, Jr.

Hotel & Restaurant Employees and
Bartenders International Union

W. S. Schell

Richard W. Smith
International Vice President

Approved:

J. W. ...
Chairman, National Railway
Labor Conference

WITNESS:

James A. Quinn
Member,
National Mediation Board

Robert Hendley
Mediator,
National Mediation Board

EXTRACTED FROM
WASHINGTON JOB PROTECTION AGREEMENT

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

<i>Length of Service</i>	<i>Separation Allowance</i>
1 year & less than 2 years	3 months' pay
2 years " " 3 "	6 " "
3 " " " 5 "	9 " "
5 " " " 10 "	12 " "
10 " " " 15 "	12 " "
15 years and over	12 " "

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

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

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

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

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

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

Section 11 (a). The following provisions shall apply, to the extent they are applicable in each instance, to any employee who is retained in the service of any of the carriers involved in a particular coordination (or who is later restored to such service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as a result of such coordination and is therefore required to move his place of residence:

1. If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the coordination to be unaffected thereby. The employing carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.
2. If the employee is under a contract to purchase his home, the employing carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.
3. If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

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

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

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

Washington, D. C.
February 7, 1965

Mr. G. E. Leighty, Chairman
of the Five Cooperating
Railroad Labor Organizations

The following will confirm the understanding we had in connection with the agreement signed today.

If, subsequent to the effective date of the Protective Agreement, i. e. October 1, 1964, officials, supervisory or fully excepted personnel exercise seniority rights in a craft or class of employees protected under said Agreement, then, during the period such seniority is exercised, such officials, supervisory or fully excepted personnel shall be entitled to the same protection afforded by the said Agreement to employees in the craft or class in which such seniority is exercised, and no employee subject to said Agreement shall be deprived of employment or adversely affected with respect to compensation, rules, working conditions, fringe benefits, or rights and privileges pertaining thereto, by the return of the official, supervisory, or fully excepted employee to work under the schedule agreement.

If this is in accord with the understanding reached, please signify by signing in the lower left hand corner of this letter.

ACCEPTED

G. E. Leighty
G. E. Leighty, Chairman
of the Five Cooperating
Railroad Labor Organizations

J. W. Oram
J. W. Oram, Chairman
Eastern Carriers' Conference Committee

E. H. Hallmann
E. H. Hallmann, Chairman
Western Carriers' Conference Committee

W. S. Macgill
W. S. Macgill, Chairman
Southeastern Carriers' Conference
Committee

EASTERN RAILROADS

LIST OF EASTERN RAILROADS REPRESENTED BY THE EASTERN CARRIERS' CONFERENCE COMMITTEE, IN CONNECTION WITH NOTICES, DATED MAY 31, 1963, SERVED UPON VARIOUS INDIVIDUAL EASTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE ORGANIZATIONS LISTED BELOW, OF DESIRE TO AMEND EXISTING AGREEMENTS IN ACCORDANCE WITH "STABILIZATION OF EMPLOYMENT" PROPOSAL SET FORTH IN APPENDIX "B" THERETO, AND PROPOSALS SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

This authorization is co-extensive with provisions of current schedule agreements applicable to employees represented by the organizations listed below.

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

O R G A N I Z A T I O N S

1. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees
2. The Order of Railroad Telegraphers
3. Brotherhood of Maintenance of Way Employees
4. Brotherhood of Railroad Signalmen
5. Hotel & Restaurant Employees and Bartenders International Union

Subject to the foregoing, and to indicated footnotes, the classes of employees covered by this authorization are indicated by "x" in the numbered columns below:

RAILROADS	Clerks	Telegraphers	Maintenance of Way	Signalmen	Dining Car Employees
	1	2	3	4	5
Akron & Barberton Belt RR. Co., The			x		
Akron, Canton & Youngstown RR. Co., The	x	x	x	x	
Ann Arbor RR. Co., The	x	1x	x	x	
Baltimore and Ohio RR. Co., The	2x		x	x	
Baltimore & Ohio Chicago Terminal RR. Co., The	x		x	x	
Staten Island Rapid Transit Ry. Co., The	x		x	x	
Strouds Creek and Middlety Railroad			x		
Wangor and Aroostook Railroad	x	x	x	x	
Wessemmer and Lake Erie Railroad	x	x	x	x	
Boston and Maine Railroad	x	x	x	x	
Brooklyn Eastern District Terminal	x				
Buffalo Creek Railroad	x	x	x		
Bush Terminal	x				
<u>Canadian National Railways</u>					
<u>Lines in the United States</u>					
St. Lawrence Region	x	x	x	x	
Great Lakes Region	x	x	x	x	
Canadian Pacific Railway Co.	x		x	x	

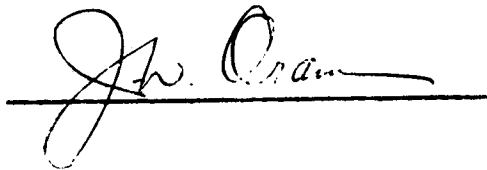
RAILROADS	Clerks	Telegraphers	Maintenance of Way	Signalmen	Dining Car Employees
	1	2	3	4	5
Central Railroad Co. of New Jersey, The	x	x	x	x	
New York & Long Branch RR. Co.	x	x	x	x	
Central Vermont Railway	x	x	x	x	
Chicago Union Station Company	x	x	x		
Cincinnati Union Terminal Co., The	x	x	x	x	
Dayton Union Railway Company, The	x	x	x	x	
Delaware and Hudson Railroad Corp., The	x	x	x	x	x
Detroit & Toledo Shore Line RR. Co., The	x	x	x	x	
Detroit Terminal Railroad	x		x	x	
Detroit, Toledo and Ironton RR. Co.	x	x	x	x	
Erie Lackawanna Railroad Co.	x	x	x	x	x
Grand Trunk Western Railroad Co.	x	x	x	x	x
Indianapolis Union Ry. Co., The	x	x	x	x	
Lake Terminal Railroad Co., The	3x				
Lehigh and Hudson River Ry. Co., The	x	x	x	x	
Lehigh Valley Railroad	x	x	x	x	
Long Island Rail Road Co., The	x	x	x	x	
Maine Central Railroad Co.	x	x	x	x	
Portland Terminal Co.	x	x	x	x	
Monon Railroad	x	x	x	x	
Monongahela Railway Company, The	x	x	x	x	
Montour Railroad Company	x		x		
Youngstown & Southern Ry. Co.	x				
NEW YORK CENTRAL SYSTEM					
<u>New York Central RR. Co.</u>					
New York District	x	x	x	4x	5x
Grand Central Terminal	x	x	x	x	
Eastern District	x	x	x	4x	5x
<u>Boston & Albany Division</u>	x	6x	x	7x	x
8-Western District	x	x	x	x	9x
Northern District	x	10x	x	x	
11-Southern District	x	x	x	x	
Indiana Harbor Belt RR. Co.	x		x	4x	
Chicago River & Indiana RR. Co.	x		x		
Pittsburgh & Lake Erie RR. Co.	x	x	x		
Lake Erie & Eastern RR. Co.	x	x	x		
Cleveland Union Terminals Co., The	x	x	x	x	
Troy Union RR. Co.	x	x	x	x	
New York, Chicago & St. Louis RR Co., The	x	x	x	x	
New York Dock Railway	x				
*New York, New Haven & Hartford RR. Co.	x	x	x	x	x
* Boston Terminal Corp., The	x	x	x	x	
Union Freight RR. (Boston)	x		x		
New York Connecting RR.	x				
New York, Susquehanna & Western RR.	x	x	x	x	
Pennsylvania Railroad Co., The	x	x	x	x	x
Baltimore & Eastern Railroad Co.		x	x		
Pennsylvania-Reading Seashore Lines	x	x	x	x	
Pittsburgh & West Virginia Ry. Co., The	x	x	x	x	
Pittsburgh, Chartiers & Y'gheny Ry. Co.	x		x		
Railroad Perishable Inspection Agency	x				

RAILROADS	Clerks	Telegraphers	Maintenance of Way	Signalmen	Dining Car Employees
	1	2	3	4	5
Reading Company Phila., Reading & Potts. Teleg. Co.	x	x	x	x	x
River Terminal Railway, The	x				
Toledo Terminal Railroad Company	x	x	x		
Washington Terminal Co., The	x	x	x	x	
Western Maryland Railway Company	x	x	x	x	

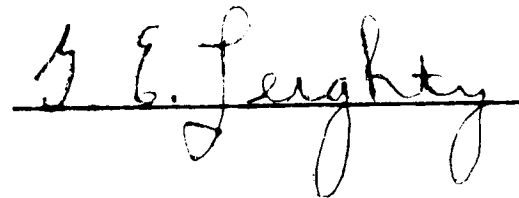
NOTES: -

- 1 - Includes exclusive pursers.
 - 2 - Includes New York Terms., Locust Point Grain Elevator, Camden Warehouse, Blue Line Transfer, Baltimore and Ohio Warehouse Co., Term. Storage Co. of Washington, D. C. and Curtis Bay Railroad.
 - 3 - The organization's notice was dated May 1, 1964. The carrier's proposals for concurrent handling with the organization's notice were dated July 15, 1964. The carrier's authorization is confined to the proposals served and subject to and limited by the moratorium provisions of the Agreement of July 12, 1963 between the Company and the Organization.
 - 4 - Includes separate agreement covering Signal Foremen and Inspectors.
 - 5 - Includes separate agreement covering Utility Men.
 - 6 - Includes separate agreement covering Railroad Crossing Police.
 - 7 - Agreement includes Signal Foremen.
 - 8 - Includes Stanley Yard of Ohio Central Division.
 - 9 - Includes separate agreements covering Train Maids; Dormitory Car Porters, and Utility Men.
 - 10 - Includes Train Dispatchers.
 - 11 - Includes Peoria & Eastern Ry. and L&JB&RR; also, Ohio Central Division, except Stanley Yard.
- * - In trusteeship. Any commitment subject to court approval.

FOR THE CARRIERS:



FOR THE ORGANIZATIONS:



January 7, 1965

WESTERN RAILROADS

LIST OF WESTERN RAILROADS REPRESENTED BY THE WESTERN CARRIERS' CONFERENCE COMMITTEE, AND JAMES E. WOLFE, CHAIRMAN, NATIONAL RAILWAY LABOR CONFERENCE, IN CONNECTION WITH NOTICES, DATED MAY 31, 1963, SERVED UPON VARIOUS INDIVIDUAL WESTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE ORGANIZATIONS LISTED BELOW, OF DESIRE TO AMEND EXISTING AGREEMENTS IN ACCORDANCE WITH "STABILIZATION OF EMPLOYMENT" PROPOSAL SET FORTH IN APPENDIX "B" THERETO, AND PROPOSALS SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

This authorization is co-extensive with provisions of current schedule agreements applicable to employees represented by the organizations listed below.

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

O R G A N I Z A T I O N S

1. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes
2. Brotherhood of Maintenance of Way Employes
3. The Order of Railroad Telegraphers
4. Brotherhood of Railroad Signalmen
5. Hotel & Restaurant Employes and Bartenders International Union

Subject to the foregoing, and to indicated footnotes, the classes of employees covered by this authorization are indicated by "x" in the numbered columns below:

RAILROADS	Clerks	Mainten- ance of Way	Teleg- raphers	Signal- men	Dining Car Employees
	1	2	3	4	5
Alton and Southern RR.	x	x		x	
Atchison, Topeka & Santa Fe Ry., The)	x	x	x	x	x
Gulf, Colorado and Santa Fe Ry.)					
Panhandle and Santa Fe Ry.)					
Bauxite and Northern Ry.	x				
Belt Railway Co. of Chicago, The	x	x	x	x	
Butte, Anaconda and Pacific Ry.	x	x			
Camas Prairie RR.	x	x	x		
Chicago & Eastern Illinois RR.	x	x	x	x	
Chicago & Illinois Midland Ry. Co.	x	x	x	x	
Chicago and Illinois Western RR.	x	x			
Chicago and North Western Ry.	x	x	x	1x	1x
(Including the former CStPM&O, M&StL, L&M, MI and Railway Transfer Company of the City of Minneapolis)					
Chicago and Western Indiana RR.	x	x	x	x	
Chicago, Burlington & Quincy RR.	x	x	x	x	
Chicago Great Western Ry.	x	x	x	x	
Chicago, Milwaukee, St. Paul & Pacific RR.	2x	x	x	x	x
Chicago Produce Terminal Co.	x	x			

RAILROADS	Clerks	Mainten- ance of Way	Teleg- raphers	Signal- men	Dining Car Employees
	1	2	3	4	5
Chicago, Rock Island & Pacific RR.	x	x	x	x	x
Chicago, West Pullman & Southern RR.	x	x			
Colorado and Southern Ry., The	x	x	x	x	
Colorado and Wyoming Ry., The	x	x			
Denver and Rio Grande Western RR., The	x	x	x	x	x
Denver Union Terminal Ry., The	x	x	x	x	
Des Moines Union Ry.	x	x			
Duluth, Missabe and Iron Range Ry.	x	x	x		
Duluth Union Depot & Transfer Co., The	x	x			
Duluth, Winnipeg & Pacific Ry.	x	x	x		
Elgin, Joliet and Eastern Ry.	x	x	x	x	
El Paso Union Passenger Depot Co.	x				
Fort Worth and Denver Ry.	x	x	x	x	
Galveston, Houston and Henderson RR.	x	x	x	x	
Great Northern Ry.	3x	x	4x	x	x
Green Bay and Western RR.	x	x	x	x	
Kewaunee, Green Bay and Western RR.	x	x	x	x	
Houston Belt & Terminal Ry.	x	x	x	x	
Illinois Central RR.	x	x	x	x	x
Illinois Northern Ry.	x	x	x		
Illinois Terminal RR.	x	x	x		
Joint Texas Division of the CRI&P RR. and FtW&D Ry.	x	x	x	x	x
Joplin Union Depot Co.	x		x		
Kansas City Southern Ry., The	x	x	x	x	x
Arkansas Western Ry., The			x		
Kansas City, Shreveport & Gulf Term. Co.	x				
Kansas City Terminal Ry.	x	x	x	x	
Kansas, Oklahoma & Gulf Ry.	x	x	x		
Midland Valley RR.	x	x	x		
Oklahoma City-Ada-Atoka Ry.		x	x		
King Street Passenger Station (Seattle)		x			
Lake Superior & Ishpeming RR.	x	x			
Lake Superior Terminal & Transfer Ry.	x	x			
Los Angeles Junction Ry.	x				
Louisiana & Arkansas Ry.	x	x	x	x	
Minneapolis, Northfield & Southern Ry.	x	x			
Minnesota and Manitoba RR., The		x	x		
Minnesota Transfer Ry., The	x	x	x		
Missouri-Kansas-Texas RR. Co.	x	x	x	x	x
Beaver, Meade and Englewood RR., The		x			
Missouri Pacific RR.	x	x	x	x	x
Missouri-Illinois RR.	x	x	x		
Northern Pacific Ry.	x	x	x	x	x
Northern Pacific Terminal Co. of Oregon	x	x	x		
Northwestern Pacific RR.		x	x		
Ogden Union Ry. & Depot Co., The	x	x	x		
Oklahoma City Stock Yards Agency	x				
Oregon, California & Eastern Ry. Co.					
Pacific Coast RR. Co.	x				
Paducah and Illinois RR.				x	

RAILROADS	Clerks	Mainten- ance of Way	Teleg- raphers	Signal- men	Dining Car Employees
	1	2	3	4	5
Peabody Short Line RR.		x			
Peoria and Pekin Union Ry. Co.	x	x	x	x	
Port Terminal Railroad Association	x	x			
Pueblo Joint Interchange Bureau, The	x				
St. Joseph Terminal RR.	x	x	x		
St. Louis-San Francisco Ry.)					
St. Louis, San Francisco & Texas Ry))	x	x	x	x	x
St. Louis Southwestern Ry.	x	x	x	x	
Saint Paul Union Depot Co., The	x	x	x		
San Diego & Arizona Eastern Ry.	x	x	x		
Soo Line RR.	x				
Southern Pacific Co. (Pacific Lines))		x	x	x	x
Southern Pacific Co. (Texas and) Louisiana Lines)		x	x	x	x
Spokane International RR.	x	x	x		
Spokane, Portland and Seattle Ry.	x	x	x	x	x
Oregon Trunk Ry.	x	x	x	x	x
Oregon Electric Ry.	x	x	x	x	x
Stock Yards District Agency	x				
Terminal Railroad Assn. of St. Louis	5x	x	x	x	
Texarkana Union Station Trust	x				
Texas and Pacific Ry., The	x	x	x	x	x
Abilene and Southern Ry.	x	x			
Fort Worth Belt Ry.	x	x			
Texas-New Mexico Ry.		x			
Weatherford, Mineral Wells and Northwestern Ry., The	x	x			
Texas Mexican Ry., The	x	x	x		
Texas Pacific-Missouri Pacific Term- inal Railroad of New Orleans	x	x	x	x	
Toledo, Peoria & Western RR.	x	x	x	x	
Union Pacific RR.	x	x	x	x	x
Union Railway (Memphis)	x	x			
Union Terminal Co. (Dallas), The	x	x	x	x	
Wabash Railroad	x	x	x	x	
Walla Walla Valley Ry.	x	x			x
Western Pacific RR., The	x	x	x	x	x
Western Weighing and Inspection Bureau	x				
Wichita Terminal Association, The	x	x			
Wichita Union Terminal Ry., The	x	x	x		

NOTES: -

- 1 - Neither the Brotherhood of Railroad Signalmen nor the Hotel and Restaurant Employees and Bartenders International Union represent any employees on that part of the railroad comprising the former M&StL, former MI, or Railway Transfer Company of the City of Minneapolis and therefore, the authorization does not cover these organizations on that segment of the railroad.
- 2 - Authorization includes Red Caps on Lines East.

NOTES: - (Continued)

- 3 - Authorization covers Ore Handlers at Allouez Ore Docks.
- 4 - Authorization does not include exempt agents under Schedule Rule 30(c).
- 5 - Authorization also includes Red Caps.

FOR THE CARRIERS:

E. H. Hallmann

FOR THE ORGANIZATIONS:

L. E. Feighty

February 7, 1965

SOUTHEASTERN RAILROADS

LIST OF SOUTHEASTERN RAILROADS REPRESENTED BY THE SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEE, IN CONNECTION WITH NOTICES DATED ON OR ABOUT MAY 31, 1963, SERVED ON VARIOUS INDIVIDUAL SOUTHEASTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE ORGANIZATIONS LISTED BELOW, REQUESTING REVISION AND SUPPLEMENTATION OF EXISTING AGREEMENTS TO EFFECTUATE THE "STABILIZATION OF EMPLOYMENT" PROPOSAL SET FORTH IN APPENDIX "B" ATTACHED THERETO; AND NOTICES WHICH WERE SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THERewith:

ORGANIZATIONS

1. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees
2. Brotherhood of Maintenance of Way Employees
3. The Order of Railroad Telegraphers
4. Brotherhood of Railroad Signalmen
5. Hotel and Restaurant Employees and Bartenders International Union.

This authorization, as to the respective classes of employees, is co-extensive with provisions of current schedule agreements applicable to employees represented by the above-listed organizations.

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

Subject to the foregoing, the classes of employees covered by this authorization are indicated by "x" in the appropriate columns below:

RAILROADS	Clerks	Maintenance of Way	Telegraphers	Signalmen	Dining Car Employees
	1	2	3	4	5
Atlanta & West Point-Wn. Ry. of Ala.	x	x	x	x	
Atlanta Joint Terminals	x	x	x		
Atlantic Coast Line	x	x	x	x	x
Chesapeake & Ohio	x	x	x	x	x
Clinchfield	x	x	x	x	
Georgia	x	x	x	x	
Gulf, Mobile & Ohio	x	x	x	x	x
Jacksonville Terminal	x	x	x	x	
Kentucky & Indiana Terminal	x	x	x	x	
Louisville & Nashville	x	x	x	x	x
Norfolk & Portsmouth Belt Line	x	x			
Norfolk Southern	x	x	x		
Norfolk & Western	x	x	x	x	x
Richmond, Fredericksburg & Potomac	x	x	x	x	
Seaboard Air Line	x	x	x	x	x

FOR THE RAILROADS:

W. S. Macgill

FOR THE EMPLOYEES:

J. E. Leighty

January 7, 1965

MEMORANDUM OF AGREEMENT

This agreement made this 6 day of July, 1953 between the Escanaba and Lake Superior Railway Company and the employes thereof represented by the railway labor organizations signatory hereto, witnesseth:

In full and final settlement of disputes arising from the Union Shop and Check-off notices served upon the carrier by the organizations on or about February 5, 1951, it is hereby agreed that the parties hereto accept and will apply as an agreement between them the terms of the Agreement made at Washington, D.C., on August 29, 1952, between the carriers represented by the Eastern Carriers' Conference Committee and the employes thereof represented by the Employes' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, except that the effective date shall be July 15, 1953.

For the Carrier:

E. Christensen
Signed.

For the Participating Organizations:

Employes' National Conference Committee
/s/ G.E. Leighty, Chairman
G.E. Leighty, Chairman

Railway Employes' Department AF of L
/s/ Michael Fox
Michael Fox, President

International Association of
Machinests.
/s/ Earl Melton
Earl Melton, General Vice
President.

International Brotherhood of Boiler-
makers, Iron Ship Builders & Helpers
of America.
/s/ Chas J. Mac Gowan
Chas. J. MacGowan, International Pres.

International Brotherhood of Black-
smiths, Drop forgers and helpers.
/s/ John Pelkofer
John Pelkofer, General President

APPENDIX D continued....

Sheet Metal Workers' International
Association

/s/ C.D. Bruns
C.D. Bruns, General Vice President

International Brotherhood of
Electrical Workers

/s/ J.J. Duffy
J.J. Duffy, International
Vice President

Brotherhood of Railway Carmen of
America

/s/ Irvin Barney
Irvin Barney, General President

International Brotherhood of Firemen,
Oilers, Helpers, Roundhouse and Rail-
way Shop Laborers.

/s/ Anthony Matz
Anthony Matz, President

Brotherhood of Maintenance of Way
Employes

/s/ T.C. Carroll
T.C. Carroll, President

MEMORANDUM AGREEMENT
BETWEEN THE
CARRIER
AND THE
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
COVERING DUES DEDUCTION

IT IS AGREED by and between the Escanaba and Lake Superior Railway Company (hereinafter called "Carrier") and the employes represented by the Brotherhood of Maintenance of Way Employes (hereinafter called "Brotherhood") that the following shall govern effective with deductions made from wages earned in the second payroll period of August, 1974.

Section 1.

(a) Subject to the terms and conditions of this agreement, Carrier shall deduct sums for periodic dues, initiation fees and assessments (not including fines and penalties) payable to the Brotherhood by members of the Brotherhood from wages due and payable to said members from wages earned by them as maintenance of way employes of the Carrier upon the written and unrevoked authorization of a member in the form agreed upon by the parties hereto, copy of which is attached and made a part hereof, designated as Form "A". The signed authorization may, in accordance with its terms, be revoked in writing at any time after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner. Revocation of the authorization shall be in the form agreed upon by the parties hereto, copy of which is attached and made a part hereof, designated as Form "B".

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

Section 2.

Deductions as provided in this agreement will be made quarterly by the Carrier in accordance with a deduction list furnished by the General Chairman of the Brotherhood showing the Name, Social Security Number, Lodge Number, and the amount to be deducted from the wages of each employe. This list shall be in the form attached hereto, designated as Form "C".

Thereafter, a list containing additions, changes in amount, or changes in lodge number shall be furnished to the Carrier on or before the fifth day of the month in which the deductions are to become effective. This list shall be in the form attached hereto, designated as Form "D".

Also, a list containing the names of employes who have revoked their deduction authorization shall be furnished to the Carrier on or before the fifth day of the month in which the revocations listed thereon are to become effective. This list shall be in the form attached hereto, designated as Form "E".

The Brotherhood shall compile the lists designated as Forms "C", "D" and "E" and deliver said forms to the Carrier.

Section 3.

Deductions as provided herein will be made quarterly from the wages earned in the second period of February, May, August and November, for which the aforementioned list is furnished. The following payroll deductions will have priority over deductions in favor of the Brotherhood as covered by this agreement:

- (a) Federal, State and Municipal taxes and other deductions required by law, including garnishment and attachments.
- (b) Amount due the Carrier for supplies or material furnished and monies paid out on behalf of the employe.
- (c) Life insurance and hospitalization insurance premiums.

No deduction will be made from the wages of any employe who does not have due him for the pay period specified an amount equal to the sum to be deducted in accordance with this agreement.

Section 4.

The Carrier shall remit to the General Chairman of the Brotherhood the amounts deducted from the wages of members who have authorized such deductions once each quarter but not later than the fifteenth day of the month following the month in which deductions are made. Said remittance will be accompanied by a list, in triplicate, of the employes from whose wages deductions have been made and the amount of said deductions.

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

This agreement shall become effective on the 1st day of August, 1974, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act as amended.

Signed at Wells, Michigan, this 31st day of July, 1974.

FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYES

/s/ S.C. ZIMMERMAN

General Chairman

FOR THE ESCANABA AND LAKE SUPERIOR
RAILWAY COMPANY

/s/ L L Hamilton

Title Vice President & General
Manager.

ATTACHMENT A

DUES DEDUCTION AUTHORIZATION

Auditor Disbursements
Escanaba and Lake Superior Railway Company
Wells, Michigan 49894

I hereby assign to the Brotherhood of Maintenance of Way Employes the amount of my wages necessary to pay my initiation fees and assessments (excluding fines and penalties) and periodic dues uniformly required as a condition of acquiring or retaining membership in said Brotherhood.

I hereby authorize and direct my employer, Escanaba and Lake Superior Railway, to deduct from my wages the amount of my initiation fees and assessments (exclusive of fines and penalties) and membership or periodic dues uniformly required as a condition of my acquiring and retaining membership in said Brotherhood beginning with wages earned in the second payroll for the month of _____ 19____
(Feb., May, August, Nov.)

and to pay all such amounts to the System Secretary-Treasurer of the Brotherhood of Maintenance of Way Employes all in accordance with the dues deduction agreement effective August 1, 1974 between said Brotherhood and said Railway Company with which I am familiar.

This authorization shall be automatically terminated in the event of termination of the rules and working conditions agreement between the Escanaba and Lake Superior Company and the Brotherhood of Maintenance of Way Employes.

This authorization may be revoked in writing by the undersigned at any time except that such revocation will only be effective in the second payroll period of any month in which deductions are to be made if received by the carrier's Auditor Disbursements prior to the 20th of the preceding month.

Date

Signature

Form DD-5-MW

Name _____ Social Security No. _____
Last First Middle

Employe No. _____

_____ Street City State

Lodge Number _____ Card Number _____

Seniority Number _____ Title of Position _____

Payroll Number _____ Work Location _____
Area Location

Form DD-5-MW

ATTACHMENT B

DUES DEDUCTION REVOCATION

Auditor Disbursements
Escanaba and Lake Superior Railway Company
Wells, Michigan 49894

Effective second period of _____ 19____,
(Feb., May, August or Nov.)

revoke the dues deduction authorization now in effect assigning to the Brotherhood of Maintenance of Way Employes the amount of my wages necessary to pay my quarterly dues, initiation fees and assessments (excluding fines and penalties) now being withheld in accordance with dues deduction agreement effective August 1, 1974 between the Brotherhood of Maintenance of Way Employes and the Escanaba and Lake Superior Railway Company and I do hereby cancel the authorization now in effect authorizing the Escanaba and Lake Superior Railway Company to deduct such quarterly union dues, initiation fees and assessments (excluding fines and penalties from my wages.

Date

Signature

Form DD-5A-MW

Name _____ Social Security No. _____
 Last First Middle

Employe No. _____

_____ Street _____ City _____ State _____

Lodge Number _____ Card Number _____

Seniority District No. _____ Title of Position _____

Payroll Number _____ Work Location _____
 Area Location

Form DD-5A-MW

Form DD-5B-MW

ATTACHMENT C

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

Auditor Disbursements
Escanaba and Lake Superior Railway Company
Wells, Michigan 49894

The following additions, deletions and changes in deduction amounts are to be effective with the deductions to be made from the second period of

_____ wages:
(Feb., May, August or Nov.)

Employee No.	Lodge No.	Name			Payroll No.	Amount Delete/Add
		Last	First	Middle I.		

Signature
System Secretary-treasurer

(See instructions on reverse side)

INSTRUCTIONS

1. Enter the lodge number in the space provided.
2. Enter the quarter in which the deductions are to be effective.
3. New deductions.

Enter in columns provided the employe number, name, payroll number, and amount to be deducted. The amount to be deducted must be shown in the amount column under "Add". Each new authorization must be accompanied by a properly executed Form DD-5-MW, "Dues Deduction Authorization".

4. Cancellation of deductions.

Enter all information as for new deductions except that the amount of deduction to be cancelled must be shown in the "Amount" column under "Delete". All cancellations should be accompanied by Form DD-5A-MW, "Dues Deduction Revocation".

5. Changes in the amount of deduction.

Enter in columns provided the employe number, name and payroll number. In the "Amount" column under "Delete" enter the amount of deduction currently in force; under "Add" enter the total amount of the new deduction. For example: If the current deduction amount is \$6.00 and you are increasing it an additional \$2.50, you must show \$6.00 in the "Delete" column and \$8.50 in the "Add" column.

Wells, Michigan
January 10, 1968.

Mr. P.J. McAndrews, Gen.Chairman
Brotherhood of Maintenance of Way Employees
1 1/2 E. Third Street
Sterling, Illinois 61081.

Dear Mr. McAndrews:

In accordance with our telephone conversation regarding Arbitration Award No.298 and the proposed agreement from you to cover.

It is our contention that inasmuch as our Maintenance of Way Employees are all able to be home every night and are not required to live in camp cars, camps, highway trailers, hotels or motels, there is no object in our entering into an agreement of this nature. Also, if our employees should use their own equipment, they are reimbursed beyond what would be required by this proposed agreement.

We, therefore ask that you give consideration to withdrawing your request for our railroad.

Very truly yours,

/s/ G.W. Knutson

GWK:fn

cc: Mr. F.N. Weidner

January 26, 1968

Mr. G.W. Knutson
Vice President and General Manager
Escanaba and Lake Superior Railroad Co.
Wells, Michigan

Dear Sir:

Referring to your letter of January 10, 1968 regarding Award of Arbitration Board 298, in which you requested that I give consideration to withdrawing our request for the application of this award on your railroad, under the circumstances that you related in your letter.

This is to advise you that in view of the present agreement rules and practices governing travel time and away-from-home expenses, the employees will defer indefinitely any request for the application of the Award, with the understanding that no provisions of the Award will become effective until the date the employees request its application.

Yours truly,

/s/ P.J. McAndrews

P.J. McAndrews
General Chairman

PJM:dj