AGREEMENT

between

NORFOLK SOUTHERN RAILWAY COMPANY

and

BROTHERHOOD OF RAILWAY CARMEN DIVISION – TCU

Effective January 1, 2003
<table>
<thead>
<tr>
<th>CONTENTS</th>
<th>RULE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hours of Service</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Forty Hour Work Week</td>
<td>2</td>
<td>1-5</td>
</tr>
<tr>
<td>Starting Time</td>
<td>3,</td>
<td>6</td>
</tr>
<tr>
<td>Overtime</td>
<td>4</td>
<td>7</td>
</tr>
<tr>
<td>Calls and Work on Assigned Rest Days</td>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>Holiday Work</td>
<td>6</td>
<td>8-9</td>
</tr>
<tr>
<td>Assignment on Holidays</td>
<td>7</td>
<td>9</td>
</tr>
<tr>
<td>Work During Lunch Period</td>
<td>8</td>
<td>9</td>
</tr>
<tr>
<td>Road Work Overtime</td>
<td>9</td>
<td>9-10</td>
</tr>
<tr>
<td>Distribution of Overtime</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Temporary Service - Outlying Points</td>
<td>11</td>
<td>10-11</td>
</tr>
<tr>
<td>Changing Shifts</td>
<td>12</td>
<td>11</td>
</tr>
<tr>
<td>Employees Filling Positions of Others</td>
<td>13</td>
<td>12</td>
</tr>
<tr>
<td>Seniority of Employees</td>
<td>14</td>
<td>12-13</td>
</tr>
<tr>
<td>Seniority Lists</td>
<td>15</td>
<td>13</td>
</tr>
<tr>
<td>Transfers</td>
<td>16</td>
<td>13-14</td>
</tr>
<tr>
<td>Vacancies (permanent) or New Positions</td>
<td>17</td>
<td>14-15</td>
</tr>
<tr>
<td>Temporary Vacancies</td>
<td>18</td>
<td>15-16</td>
</tr>
<tr>
<td>Vacancies of Long Duration</td>
<td>19</td>
<td>16</td>
</tr>
<tr>
<td>Promotion to Positions of Foreman or Official Positions With a Carrier or Labor Organization</td>
<td>20</td>
<td>16-17</td>
</tr>
<tr>
<td>Force Reduction</td>
<td>21</td>
<td>17-18</td>
</tr>
<tr>
<td>Emergency Force Reduction</td>
<td>22</td>
<td>18</td>
</tr>
</tbody>
</table>
## CONTENTS

<table>
<thead>
<tr>
<th>Rule</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Readjustment of Forces - Displacement Rights</td>
<td>18-19</td>
</tr>
<tr>
<td>Furloughed Employees (Use of)</td>
<td>19-20</td>
</tr>
<tr>
<td>Employees Absent on Leave</td>
<td>20</td>
</tr>
<tr>
<td>Employees Unavoidably Absent</td>
<td>20</td>
</tr>
<tr>
<td>Hourly Rates of Carmen</td>
<td>20-21</td>
</tr>
<tr>
<td>Holidays - Pay for and Qualifications Necessary</td>
<td>21-23</td>
</tr>
<tr>
<td>Discipline</td>
<td>23-27</td>
</tr>
<tr>
<td>Claims and Grievances</td>
<td>27-28</td>
</tr>
<tr>
<td>Attending Court</td>
<td>28</td>
</tr>
<tr>
<td>Jury Duty</td>
<td>28-29</td>
</tr>
<tr>
<td>Student Carmen</td>
<td>29</td>
</tr>
<tr>
<td>Promotion of Helpers</td>
<td>30-31</td>
</tr>
<tr>
<td>Carmen or Student Carmen to Perform Carmen's Work</td>
<td>31</td>
</tr>
<tr>
<td>Assignment of Work - Outlying Points</td>
<td>31-32</td>
</tr>
<tr>
<td>Assignment of Work - Outlying Points</td>
<td>32</td>
</tr>
<tr>
<td>Incidental Work Rules</td>
<td>32-33</td>
</tr>
<tr>
<td>Dismantling of Parts and Locomotives, Cars and Other</td>
<td>33</td>
</tr>
<tr>
<td>Welding and Cutting</td>
<td>33-34</td>
</tr>
<tr>
<td>Employee Protection - Subcontracting</td>
<td>34</td>
</tr>
<tr>
<td>Bulletin Boards</td>
<td>34</td>
</tr>
<tr>
<td>Discrimination</td>
<td>34</td>
</tr>
<tr>
<td>Payment of Employees</td>
<td>35</td>
</tr>
<tr>
<td>CONTENTS</td>
<td>RULE</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Free Transportation</td>
<td>45</td>
</tr>
<tr>
<td>Continuous, Long and Faithful Service</td>
<td>46</td>
</tr>
<tr>
<td>Employees Required to Work under Locomotives and Cars</td>
<td>47</td>
</tr>
<tr>
<td>Protection of Employees</td>
<td>48</td>
</tr>
<tr>
<td>Checking In and Out</td>
<td>49</td>
</tr>
<tr>
<td>Sanitation</td>
<td>50</td>
</tr>
<tr>
<td>Vacations</td>
<td>51</td>
</tr>
<tr>
<td>Physical Examinations</td>
<td>52</td>
</tr>
<tr>
<td>Employees Injured at Work</td>
<td>53</td>
</tr>
<tr>
<td>Payments to Employees Injured under Certain Circumstances</td>
<td>54</td>
</tr>
<tr>
<td>Sickness Benefits - Supplemental</td>
<td>55</td>
</tr>
<tr>
<td>Health and Welfare</td>
<td>56</td>
</tr>
<tr>
<td>Union Shop - Deduction Agreements</td>
<td>57</td>
</tr>
<tr>
<td>Qualifications</td>
<td>58</td>
</tr>
<tr>
<td>Classification of Work</td>
<td>59</td>
</tr>
<tr>
<td>Carmen Helpers</td>
<td>60</td>
</tr>
<tr>
<td>Wrecking Crews</td>
<td>61-62</td>
</tr>
<tr>
<td>Inspectors (Carmen)</td>
<td>63-64</td>
</tr>
<tr>
<td>Running Repair Forces</td>
<td>65</td>
</tr>
<tr>
<td>Protection for Repairmen</td>
<td>66-67</td>
</tr>
<tr>
<td>One-Man Points (Carmen)</td>
<td>68</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>69, 70, 71</td>
</tr>
<tr>
<td>CONTENTS</td>
<td>RULE</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Carmen Sent Out on Road to Perform Work</td>
<td>72</td>
</tr>
<tr>
<td>Student Carmen</td>
<td>73</td>
</tr>
<tr>
<td>Differentials for Carmen</td>
<td>74</td>
</tr>
<tr>
<td>Coupling, Inspection and Testing</td>
<td>75</td>
</tr>
<tr>
<td>Coach Cleaners (Carmen)t</td>
<td>76</td>
</tr>
<tr>
<td>Purposes of Agreement</td>
<td>77</td>
</tr>
</tbody>
</table>
## RULES INDEX

<table>
<thead>
<tr>
<th>Rule</th>
<th>Rule</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assignment of Work – Outlying Points</td>
<td>36</td>
<td>31-32</td>
</tr>
<tr>
<td>Assignment of Work – Use of Supervisors</td>
<td>37</td>
<td>32</td>
</tr>
<tr>
<td>Assignment on Holidays</td>
<td>7</td>
<td>9</td>
</tr>
<tr>
<td>Attending Court</td>
<td>31</td>
<td>28</td>
</tr>
<tr>
<td>Bulletin Boards</td>
<td>42</td>
<td>34</td>
</tr>
<tr>
<td>Calls and Work on Assigned Rest Days</td>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>Carmen Helpers</td>
<td>60</td>
<td>44</td>
</tr>
<tr>
<td>Carmen Sent Out on Road to Perform Work</td>
<td>72</td>
<td>46</td>
</tr>
<tr>
<td>Changing Shifts</td>
<td>12</td>
<td>11</td>
</tr>
<tr>
<td>Checking In and Out</td>
<td>49</td>
<td>36</td>
</tr>
<tr>
<td>Claims and Grievances</td>
<td>30</td>
<td>27-28</td>
</tr>
<tr>
<td>Classification of Work</td>
<td>59</td>
<td>43</td>
</tr>
<tr>
<td>Coach Cleaners (Carmen)</td>
<td>76</td>
<td>47</td>
</tr>
<tr>
<td>Continuous, Long and Faithful Service</td>
<td>46</td>
<td>35</td>
</tr>
<tr>
<td>Coupling, Inspection and Testing</td>
<td>75</td>
<td>46-47</td>
</tr>
<tr>
<td>Differential Rates</td>
<td>74</td>
<td>46</td>
</tr>
<tr>
<td>Discipline</td>
<td>29</td>
<td>23-27</td>
</tr>
<tr>
<td>Discrimination</td>
<td>43</td>
<td>34</td>
</tr>
<tr>
<td>Dismantling of Parts and Locomotive, Cars and Other Machinery</td>
<td>39</td>
<td>33</td>
</tr>
<tr>
<td>Rule</td>
<td>Rule</td>
<td>Page</td>
</tr>
<tr>
<td>---------------------------------------------------</td>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>Distribution of Overtime</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Emergency Force Reduction</td>
<td>22</td>
<td>18</td>
</tr>
<tr>
<td>Employee Protection – Subcontracting</td>
<td>41</td>
<td>34</td>
</tr>
<tr>
<td>Employees Absent on Leave</td>
<td>25</td>
<td>20</td>
</tr>
<tr>
<td>Employees Filling Positions of Others</td>
<td>13</td>
<td>12</td>
</tr>
<tr>
<td>Employees Injured at Work</td>
<td>53</td>
<td>38</td>
</tr>
<tr>
<td>Employees Required to Work under Locomotives and Cars</td>
<td>47</td>
<td>35</td>
</tr>
<tr>
<td>Employees Unavoidably Absent</td>
<td>26</td>
<td>20</td>
</tr>
<tr>
<td>Force Reduction</td>
<td>21</td>
<td>17-18</td>
</tr>
<tr>
<td>Forty Hour Work Week</td>
<td>2</td>
<td>1-5</td>
</tr>
<tr>
<td>Free Transportation</td>
<td>45</td>
<td>35</td>
</tr>
<tr>
<td>Furloughed Employees (Use of)</td>
<td>24</td>
<td>19-20</td>
</tr>
<tr>
<td>Health and Welfare</td>
<td>56</td>
<td>42</td>
</tr>
<tr>
<td>Holiday Work</td>
<td>6</td>
<td>8-9</td>
</tr>
<tr>
<td>Holidays – Pay for and Qualifications Necessary</td>
<td>28</td>
<td>21-23</td>
</tr>
<tr>
<td>Hours of Service</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Hourly Rates of Carmen</td>
<td>27</td>
<td>20-21</td>
</tr>
<tr>
<td>Incidental Work Rules</td>
<td>38</td>
<td>32-33</td>
</tr>
<tr>
<td>Inspector (Carmen)</td>
<td>63, 64</td>
<td>44</td>
</tr>
<tr>
<td>Jury Duty</td>
<td>32</td>
<td>28-29</td>
</tr>
<tr>
<td>Leave of Absence</td>
<td>25</td>
<td>20</td>
</tr>
<tr>
<td>Lunch Period (Time and Length of)</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>RULE</td>
<td>PAGE</td>
<td>PAGE</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>--------------</td>
<td>------------</td>
</tr>
<tr>
<td>Lunch Period (Work during)</td>
<td>8</td>
<td>9</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>69, 70, 71</td>
<td>45-46</td>
</tr>
<tr>
<td>New Positions or Vacancies (permanent)</td>
<td>17</td>
<td>14-15</td>
</tr>
<tr>
<td>One-Man Points (Carmen)</td>
<td>68</td>
<td>45</td>
</tr>
<tr>
<td>Overtime</td>
<td>4</td>
<td>7</td>
</tr>
<tr>
<td>Overtime (Distribution of)</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Overtime (Road Work)</td>
<td>9</td>
<td>9-10</td>
</tr>
<tr>
<td>Outlying Points - Assignment of Work at</td>
<td>36</td>
<td>31-32</td>
</tr>
<tr>
<td>Payment of Employees</td>
<td>44</td>
<td>35</td>
</tr>
<tr>
<td>Payments to Employees Injured under Certain Circumstances</td>
<td>54</td>
<td>39-42</td>
</tr>
<tr>
<td>Physical Examinations</td>
<td>-52</td>
<td>37-38</td>
</tr>
<tr>
<td>Promotion of Helpers</td>
<td>34</td>
<td>30-31</td>
</tr>
<tr>
<td>Promotion to Positions of Foreman or Official Positions With a Carrier or Labor Organization</td>
<td>20</td>
<td>16-17</td>
</tr>
<tr>
<td>Protection of Employees</td>
<td>48</td>
<td>36</td>
</tr>
<tr>
<td>Repairmen</td>
<td>66,67</td>
<td>45</td>
</tr>
<tr>
<td>General</td>
<td>47,48</td>
<td>36</td>
</tr>
<tr>
<td>Purposes of Agreement</td>
<td>77</td>
<td>47-48</td>
</tr>
<tr>
<td>Qualifications</td>
<td>58</td>
<td>43</td>
</tr>
<tr>
<td>Rates of Pay</td>
<td>27</td>
<td>20-21</td>
</tr>
<tr>
<td>Readjustment of Forces - Displacement Rights</td>
<td>23</td>
<td>18-19</td>
</tr>
<tr>
<td>Rest Days - Work on</td>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>Road Work Overtime</td>
<td>9</td>
<td>9-10</td>
</tr>
<tr>
<td>Running Repair Forces</td>
<td>65</td>
<td>45</td>
</tr>
<tr>
<td>Topic</td>
<td>Rule</td>
<td>Page</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>------</td>
<td>----------</td>
</tr>
<tr>
<td>Sanitation</td>
<td>50</td>
<td>36</td>
</tr>
<tr>
<td>Seniority Lists</td>
<td>15</td>
<td>13</td>
</tr>
<tr>
<td>Seniority of Employees</td>
<td>14</td>
<td>12-13</td>
</tr>
<tr>
<td>Sickness Benefits - Supplemental</td>
<td>55</td>
<td>42</td>
</tr>
<tr>
<td>Starting Time</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>Student Carmen</td>
<td>33</td>
<td>29</td>
</tr>
<tr>
<td>Student Carmen - Training</td>
<td>73</td>
<td>46</td>
</tr>
<tr>
<td>Temporary Service - Outlying Points</td>
<td>11</td>
<td>10-11</td>
</tr>
<tr>
<td>Temporary Vacancies</td>
<td>18</td>
<td>15-16</td>
</tr>
<tr>
<td>Transfers</td>
<td>16</td>
<td>13-14</td>
</tr>
<tr>
<td>Union Shop - Deduction Agreements</td>
<td>57</td>
<td>42-43</td>
</tr>
<tr>
<td>Vacancies of Long Duration</td>
<td>19</td>
<td>16</td>
</tr>
<tr>
<td>Vacancies (Permanent) or New Positions</td>
<td>17</td>
<td>14-15</td>
</tr>
<tr>
<td>Vacations</td>
<td>51</td>
<td>37</td>
</tr>
<tr>
<td>Welding and Cutting</td>
<td>40</td>
<td>33-34</td>
</tr>
<tr>
<td>Work during Lunch Period</td>
<td>8</td>
<td>9</td>
</tr>
<tr>
<td>Wrecking Crews</td>
<td>61,62</td>
<td>44</td>
</tr>
</tbody>
</table>
APPENDIX

Appendix A.

Appendix B.
Sample Advertisement Bulletin

Appendix C.
Sample Assignment Bulletin

Appendix D.
Sample Transfer Form

Appendix E.
Union Shop Agreement

Appendix F.
Vacation Agreement

Appendix G.
Personal Leave

Appendix H.
Bereavement Leave

Appendix I.
Student Carmen Agreement (November 1, 2002)

Appendix J.
Promotion of Student Carmen - Croxton (February 4, 2000)

Appendix K.
Daylight Savings Time (July 11, 2000)

Appendix L.
Side Ltr 1 - Training Gang Leaders (November 1, 2002)

Appendix M.
Side Ltr 2 ~ Assignment of Work Practices (November 1, 2002)

Appendix N
Side Ltr 3 - Carmen Leaders pay for turnover duties (November 1, 2002)
Appendix O.
Side Ltr 4 - Preservation of rates of pay prior to January 1, 2003 (November 1, 2002)

Appendix P.
Side Ltr 5 - Transfer from another craft (November 1, 2002)

Appendix Q.
Coupling, Inspection and Testing (November 19, 1986)

Appendix R
Intermodal Service Workers - Chicago (March 27, 2000)

Appendix S.
Intermodal Service Workers - Atlanta (June 27, 2001)

Appendix T.
Austell Intermodal (August 25, 1993)

Appendix U
Work Classification Charlotte Roadway Shop (June 30, 1980)

Appendix V.
Assignment of Forces at Coosa Pines (August 14, 1970)

Appendix W.
Dismantling of Equipment (Memorandum of Understanding November 26, 1934)

Appendix X.
Handling of Material at Shops (Ltr Agmt October 9, 1939)

Appendix Y.
Disposition of Jurisdictional Disputes

Appendix Z.
Overtime (Wrecking Service Agmt December 11, 1974)

Appendix AA.
Work as between Carmen and M ofW Employees (Agmt January 16, 1951)

Appendix BB.
Differentials paid to Journeymen (October 13, 1993)

Appendix CC
Single Day of Vacation (Ltr of Agreement July 11, 1996)
HOURS OF SERVICE

RULE 1.

Eight hours shall constitute a day's work. All employees coming under the provisions of this agreement shall be paid on an hourly basis.

FORTY HOUR WORK WEEK

RULE 2.

NOTE: The expressions "positions" and "work" when 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 employees.

(A) The Carrier will establish, effective September 1, 1949, for all employees, subject to the exceptions contained in this agreement, a work week of forty (40) hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the Carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions of this agreement which follow:

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

(C) Six-day Positions - Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(D) Seven-day Positions - On positions which have been filled seven days per week any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(E) Regular Relief Assignments

1. 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 this agreement. Where no guarantee rule now exists such relief assignments will not be required to have five days of work per week. The inclusion of the preceding sentence shall be without prejudice to the determination of the question of whether or not a guarantee exists.
2. Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

3. When a regular relief assignment is established pursuant to this Rule 2 (E) and occupant of same is assigned to work at more than one station, the Carrier shall designate a headquarters point for such relief assignment, which shall be changed only after reasonable written notice to the employee affected, with copy to local chairman of respective craft.

4. Employees filling regular relief assignments under this Rule 2 (E) who are required to travel as a part of their assignment shall, in addition to pay for work performed, be paid as follows:

   (a) If the time consumed in actual travel, including waiting time enroute, from the headquarters point to the work location, together with necessary time spent waiting for the employee's shift to start, exceeds one hour and thirty minutes, or if on completion of his shift necessary time spent waiting for transportation plus the time of travel, including waiting time enroute, necessary to return to his headquarters point or to the next work location exceeds one hour and thirty minutes, then the excess over one hour and thirty minutes in each case shall be paid for as working time at the straight time rate of the job to which traveled.

   (b) Where an employee is required to travel from his headquarters point to another point outside the environs of the city or town in which his headquarters point is located, the Carrier will either provide transportation without charge or reimburse the employee for such transportation cost on the following basis ("transportation" means travel by rail, bus or private automobile, and "transportation cost" means the established passenger fare or automobile mileage allowance where automobile is used):

      (i) If directed to travel by train, free rail transportation will be provided.

      (ii) If directed to travel by bus the Company will reimburse the relief employee for the established bus passenger fares so paid.

      (iii) If authorized to travel by private automobile, the relief employee will be reimbursed therefore on the basis of the then established mileage rate established by management from time to time according to rail mileage between stations in the assignment, for highway miles so traveled.
An employee who desires to use his private automobile under the terms of this rule shall so advise the Division Manager Mechanical Operations (DMMO) or other proper official and use of his automobile, if serviceable, may be authorized. The company may require such employee to carry and maintain in good standing an automobile personal injury and property damage liability insurance policy in which the railway company is designated as one of the insured.

When travel by bus or private automobile is authorized, the relief employee shall submit to the DMMO or other proper official, for payment, at the end of each calendar month, an itemized statement on proper form showing bus and/or other fares paid, or accrued automobile mileage. Statements of fares paid will have attached thereto ticket or cash fare receipts.

(c) When such employees are unable to return to their headquarters on any day they shall be entitled, in addition to the allowances under paragraphs (a) and (b) of this Rule 2 (E) to reimbursement for actual necessary cost of lodging and two meals per day while away from headquarters, with a maximum of $7.00 per day, i.e., the 24 hour period following the time when the employees' last shift began but on such days they shall not be paid for any hours after their assigned hours unless actually working, or traveling to another work location. Accommodations on a sleeper may be furnished in lieu of the lodging above provided for and time spent on the sleeper will not be considered travel.

5. Rules applying to travel in connection with emergency service, temporary vacancies, temporary transfers, road work, vacation relief, wrecking service, or the like are not changed by this rule and will continue in effect for such service or work. An employee who performs rest day relief in such service is covered by such rules while on duty in place of the relieved employee, but his travel to and from the headquarters of the relieved employee will be subject to this Rule 2 (E).

6. The Carrier will make such relief assignments so as to have, consistent with the requirements of the service and other provisions of this agreement, a minimum amount of travel and time away from home for the employees involved, and at the request of any employee representative the Carrier's representative will meet to discuss questions that may be raised as to such assignments.

(F) Deviation from Monday-Friday Week - If in positions or work extending over a period of five days per week an operational problem arises which the Carrier contends cannot be met under the provisions of paragraph (B) of this Rule 2, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the Carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under applicable rules of this agreement.
(G) **Nonconsecutive Rest Days** - The typical work week is to be one with two consecutive days off, and it is the Carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (C), (D) and (E) of this Rule 2, the following procedure shall be used:

1. All possible regular relief positions shall be established pursuant to paragraph (E) of this Rule 2.

2. Possible use of rest days other than Saturday and Sunday by agreement, or in accordance with other provisions of this agreement.

3. Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods. The parties adopt this as a principle; to implement its accomplishment initially local officers and local chairmen will endeavor to agree where it shall be done and such agreements should be made in all instances where they will facilitate the establishment of relief positions.

4. Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.

5. If the foregoing does not solve the problem, then some of the relief employees may be given nonconsecutive rest days.

6. If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two nonconsecutive days off.

7. The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief employees.

8. If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under applicable rules of this agreement, and in such proceedings the burden will be on the Carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five days per week.
(H) **Rest Days of Furloughed Employees** - To the extent furloughed employees may be utilized under the applicable rules or practices, their days off need not be consecutive; however, if they take the assignment of a regular employee 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 employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employees shall mean a period of seven consecutive days starting with Monday.

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

(K) **Changing Assigned Rest Days** - Regularly assigned rest days shall not be changed without at least seventy-two (72) hours' advance notice to the employee or employees occupying position or positions so changed.

When regularly assigned rest days are changed, employee, or employees holding assignments so changed (including relief assignments), shall have the option within five (5) days thereafter of exercising a displacement right as provided in Rule 23.

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

(M) **Guarantees** - Nothing in this agreement, as amended pursuant to the March 19, 1949 Agreement, shall be construed to create a guarantee of any number of hours or days of work where none now exists.
STARTING TIME

RULE 3.

(A) **One Shift:**

When one shift is employed, the starting time shall not be earlier than 7 o'clock and not later than 8 o'clock. The time and length of the lunch period shall be subject to mutual agreement.

(B) **Two Shifts:**

Where two shifts are employed, the starting time of the first shift shall be governed by paragraph (A) and the second shift shall start immediately following the first shift, or at 8 p.m. If the second shift is not required at those hours, it may be started at 10 p.m. The spread of the second shift shall consist of eight (8) consecutive hours, including an allowance of fifteen (15) minutes for lunch within the limits of the fifth hour.

(C) **Three Shifts:**

Where three shifts are employed, the starting time of the first shift shall be governed by paragraph (A) and the starting time of the other shifts shall be regulated accordingly. Each shift shall work straight through and the second and third shifts shall be allowed not to exceed fifteen (15) minutes for lunch within the fifth hour.

(D) **Establishment of Uniform Commencing and Quitting Time:**

The time established for commencing and quitting work for all employees on each shift shall be the same at the respective points, but where three shifts are worked by running repair forces and two shifts by the shop forces, the quitting time of the first shift and the commencing and quitting time of the second shift of the shop forces will be governed by the length of their lunch period. This shall not prohibit working temporarily a craft or portion thereof overtime, when necessary, and shall not apply when employees of such forces are available.

**EXCEPTION:** It is agreed that 3 eight (8) hour shifts may be established under the provisions of paragraph (C) for the employees necessary to the continuous operation of power houses, millwright gangs, heat treating plants, train yard running repair, inspection forces and repair track forces without extending the provisions of paragraph (C) to the balance of the shop forces.
OVERTIME

RULE 4.

(A) All overtime continuous with regular bulletin hours will be paid for at the rate of time and one-half until relieved, except as otherwise provided in this agreement.

(B) All hours actually worked at home station in excess of sixteen (16) hours of continuous work computed from starting time of the employee's regular shift shall be paid for at rate of double time.

If an employee is required to work beyond twenty-four (24) hours computed from the starting time of his regular shift, double time will continue. Employee who has been at work for such 24-hour period may be relieved but if he desires to complete his regular shift will be permitted to do so and paid at straight time rate.

NOTE: It is not intended that lunch periods will break the continuity of computation of continuous work under this rule.

(C) Work in excess of forty (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 employee due to moving from one assignment to another or to or from a furloughed list, or where days off are being accumulated under Section (G) of Rule 2.

Employees worked more than five days in a work week shall, except as provided in paragraph (C) of Rule 5, be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work weeks, except where such work is performed by an employee due to moving from one assignment to another or to or from a furloughed list, or where days off are being accumulated under Section (G) of Rule 2.

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

RULE 5.

(A) Employees called or notified to return to work outside bulletined hours shall receive pay for not less than five (5) hours. They shall be required to do only such work as called for or work of equal importance that may develop while they are on duty.

(B) Work performed by a regularly assigned employee on either or both his assigned rest days shall, except as provided in paragraphs (C) and (D) below, be paid for on the minute basis at the rate of time and one-half with a minimum allowance of five (5) hours at pro rata rate.

(C) Service performed by a regularly assigned hourly or daily rated employee on the second rest day of his assignment shall be paid at double the basic straight time rate provided he has worked all the hours of his assignment in that work week and has worked on the first rest day of his work week, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

(D) If a regularly assigned employee is required on either or both his assigned rest days to relieve (take the place of) another employee regularly assigned to work an eight (8) hours shift on such day, he shall be paid for a minimum of eight (8) hours at the applicable rate under this rule.

HOLIDAY WORK

RULE 6.

(A) Work performed on the following legal holidays, namely, New Year's Day, Presidents Day (3rd Monday in February), Good Friday (Friday before Easter), Memorial Day (last Monday in May), Fourth of July, Labor Day (first Monday in September), National Thanksgiving Day (4th Thursday in November), Day after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve Day, (provided when any of these holidays fall on Sunday, the day observed by the State, Nation or proclamation shall be considered the holiday), shall be paid for at the rate of time and one-half.

(B) Holiday service will, so far as consistent with Rule 2, be prorated among regularly assigned employees in following manner:

Running repairs among qualified running repair forces; Machine work among employees assigned to similar machines on assigned work days;

Blacksmiths' work among qualified blacksmiths; Electric work among qualified electricians, except that at points where electricians are regularly assigned to running repair work, holiday service will be prorated only among such employees;
Train yard work among train yard employees and repair track work among repair track employees.

When for any reason the necessary number of employees for holiday service cannot be obtained as provided above, the senior qualified employee, or employees, may be drawn from forces assigned in other departments.

(C) So far as the New Orleans Terminal Company agreement with Shop Crafts is concerned, this Rule 6 is amended by substituting the words "Carnival Day" for the words "Memorial Day" and Carnival Day will be observed as one of the eleven designated holidays in lieu of Memorial Day.

(D) A holiday shift shall be determined by the starting time of the shift involved. Any shift that has a starting time within the calendar date of a holiday shall be deemed the holiday shift.

ASSIGNMENTS ON HOLIDAYS

RULE 7.

Employees regularly assigned to work on holidays or those called to take the place of such employees will be allowed to complete the balance of the day unless relieved at their own request. Those who are called will be advised as soon as possible after vacancies become known.

WORK DURING LUNCH PERIOD

RULE 8.

Employees required to work during, or any part of, the lunch period, shall receive pay for the length of the lunch period regularly taken at point employed at straight time and will be allowed necessary time to procure lunch (not to exceed thirty minutes) without loss of time.

This does not apply where employees are allowed the fifteen (15) minutes for lunch without deduction therefor.

ROAD WORK-OVERTIME

RULE 9.

An employee regularly assigned to work at a shop, engine house, repair track, or inspection point, when called for emergency road work away from such shop, engine house, repair track, or inspection point, will be paid from the time ordered to leave home station until his return for all time worked in accordance with the practice at home station, and also straight time rates for straight time hours, and time and one-half rates for overtime hours, whether working, waiting, or traveling.
If, during the time on the road, an employee is relieved from duty and permitted to go to bed for five (5) or more hours, such relief time will not be paid for, provided that in no case shall he be paid for a total of less than eight (8) hours each calendar day, during which such irregular service prevents the employee from making his regular daily hours at home station. Where meals and lodging are not provided by the Company, actual necessary expenses will be allowed.

Employees will be called as nearly as possible one hour before leaving time, and on their return will deliver tools at point designated.

If required to leave home station during overtime hours, they will be allowed one hour preparatory time at straight time rate.

Wrecking service employees will be paid in accordance with Agreement dated December 11, 1974 attached as Appendix Z to this Agreement.

NOTE: No double time to be paid for road work or wrecking service.

**DISTRIBUTION OF OVERTIME**

**RULE 10.**

When it becomes necessary for employees covered by this agreement to work overtime, they shall not be laid off during regular working hours to equalize the time.

Record will be kept of overtime worked and employees called with the purpose in view of distributing the overtime as equally as possible consistent with forty (40) hour week rules.

Except for employees in "other departments," as referred to in Rule 6, holiday work shall not be considered as overtime within the meaning of this rule.

Running repair or other employees regularly receiving the benefit of holiday service shall not be considered in proration of road service or overtime in other departments. This shall not prevent their being called for such service when other employees are not available.

**TEMPORARY SERVICE - OUTLYING POINTS**

**RULE 11.**

(A) Employees sent out to temporarily fill vacancies at an outlying point or shop, or sent out on a temporary transfer to an outlying point or shop, will be paid continuous time from time ordered to leave home point to time of reporting at point to which sent, straight time rates to be paid for straight time hours at home station and time and one-half rates for hours outside of
bulletined hours at home station. If on arrival at the outlying point there is an opportunity to go
to bed for five (5) hours or more before starting work, time will not be allowed for such hours.

While at such outside point will be paid for hours actually worked in accordance with
Rule 4, i.e., at straight time, overtime or double time rates in accordance with the number of
hours actually worked from starting time and will be guaranteed not less than eight (8) hours for
each day.

Where meals and lodging are not provided by the Company, actual necessary expenses
will be allowed.

On the return trip to home point, will be paid straight time or time and one-half, as the
case may be, in accordance with bulletined hours at home station up to the time of arrival at
home point.

(B) Employees who are sent from home station to relieve other employees taking
vacations will be paid as follows:

For time consumed in going to or returning from the outside point, actual time at straight
time rates. This shall apply to time consumed in making one trip to go to the point to
perform vacation relief and one trip returning from such point. For relief service
performed at such away from home point, they will be paid in accordance with the rules
of the agreement; such away from home point, during time relief service is performed, to
be deemed the home point for applying rules, except that if meals and lodging are not
afforded by the Carrier, relief employees will be paid necessary actual expenses while
away from home.

NOTE: Nothing in this paragraph is intended to alter or amend the provisions of
the Vacation Agreement of December 17, 1941 as amended, and interpretations
thereof as to the creation of relief positions under said agreement.

CHANGING SHIFTS

RULE 12.

Employees transferring from one shift to another will be paid overtime rates for the first
day or night of the new shift. This does not apply to employees who transfer at their own request.

Employees retained for three days or nights, or more, on a shift other than their regular
shift will receive overtime rates when returning to their regular shift.

Relief assignments consisting of different shifts will be kept to a minimum. Such
assignments shall be excepted from the requirements for overtime payments upon change of shift
for shift changes included in the regular relief assignments.
EMPLOYEES FILLING POSITIONS OF OTHERS

RULE 13.
When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate; but if required to fill temporarily the place of another employee receiving a lower rate, his rate will not be changed.

SENIORITY OF EMPLOYEES

RULE 14.

(A) Except as otherwise provided in this agreement with respect to student carmen, persons shall establish seniority as of the date of last entrance into Carrier's service. In the event the employee's employment application is not approved, he fails to pass medical examination, or otherwise fails to meet the Carrier's entrance requirements, he shall be terminated and his name removed from the seniority roster; provided, however, any termination of the employee for these reasons (not including falsification of his employment application) must be made within sixty (60) calendar days after the first day service is performed.

The seniority of any employee whose seniority under an agreement with BRC is established after the date of this Agreement and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

The "365 consecutive days" shall exclude any period during which a furloughed employee receives compensation pursuant to an I.C.C. or S.T.B. employee protection order or an employee protection agreement or arrangement.

(B) Seniority of employees covered by this agreement may be established in the following departments of Carriers parties hereto:

Maintenance of Equipment
Maintenance of Way and Structures
Communications and Signal

(C) Seniority of employees covered by this agreement employed in the Maintenance of Equipment Department shall be confined to the territory under jurisdiction of a Shop Manager, Shop Superintendent, or Division Manager Mechanical Operations (DMMO).

NOTE 1. The Charlotte, North Carolina Roadway Shop shall constitute a seniority district or territory for purposes of this rule.

NOTE 2. Employees covered by this agreement employed under jurisdiction of the Shop Manager, Shop Superintendent or DMMO at Atlanta, Georgia,
Chattanooga, Tennessee or Knoxville, Tennessee have common seniority and their seniority is therefore confined to the combined jurisdiction of the Shop Manager, Shop Superintendent and/or DMMO at the respective locations.

**NOTE 3.** The four subdivisions of carmen for seniority purposes are as follows:

- Patternmakers
- Upholsterers
- Painters Other
- Carmen

(D) Except as otherwise specifically provided, an employee establishes seniority under this Rule 14 only at the point employed within the territory under jurisdiction of a Shop Manager, Shop Superintendent, or DMMO. The point at which an employee first enters the service and establishes seniority shall be the employee's home point and, except as otherwise specifically provided in this agreement, shall remain the employee's home point.

**SENIORITY LISTS**

**RULE 15.**

(A) Seniority lists shall be posted during the month of January in each year. They will be open to inspection and copy furnished the Committee and General Chairman.

(B) No case of seniority shall be considered after a period of one year has elapsed without protest. In other words, when an employee's seniority date is posted and remains posted without question for one year, that seniority date becomes the fixed seniority date of the employee in question and no question as to the correctness of such seniority date so posted for such employee or any other employee shall be considered either by the management or the Committee which is not handled within one year from the date of the posting. This shall not apply to persons not entitled to establish seniority rights under this agreement.

**TRANSFERS**

**RULE 16.**

(A) Employees transferred from one point to another, with a view of accepting a permanent transfer, will, after sixty (60) days, lose their seniority at the point they left, and their seniority at the point to which transferred will begin on date of transfer. Employees will not be compelled to accept a permanent transfer to another point under this rule.
(B) When forces are reduced and men are needed at other points they will, at their request, be given preference to transfer to another point, with privilege of returning to home station when force is increased, such transfer to be made without expense to the transportation company. Seniority governs in all cases.

(C) Employees transferring under Section (B) will establish a new seniority date at the point to which transferred until such time as their seniority entitles them to return to a bulletined position at their original point. At such time, they must return to their original point within ten (10) calendar days after the date of notification forfeiting seniority at point to which transferred, or forfeit seniority at original point of employment.

(D) When employees are needed at a point and there are no furloughed employees available at that point, furloughed employees at the nearest point or points will be given preference in transferring to the point at which employees are needed, seniority to govern, and such transferred employees will have the privilege of returning to home point when force is increased. Transfers of this character are to be made without expense to the Company.

(E) In the event a student mechanic employed pursuant to the provisions of Rule 33 is permitted to transfer under this rule, he will not, of course, establish seniority at the point to which transferred, but his days of training at the point from which transferred shall be credited toward the completion of the total period of training provided for in the agreement dated March 28, 1974, as amended.

(F) When transfers are made under this rule, the involved employee will complete a Transfer Form (Appendix D) and furnish a copy to the local chairman and local management.

**VACANCIES (PERMANENT) OR NEW POSITIONS**

**RULE 17.**

(A) New positions and permanent vacancies in the respective crafts shall be bulletined previous to or within ten (10) days following the dates such vacancies occur for a period of five (5) days.

(B) Applications for such positions or vacancies must be filed in writing with the appropriate Carrier officer on or before 12 midnight of the fifth day of the bulletin period, with copy to the local chairman of the craft involved. Applications of employees failing to follow this procedure will not be considered.

(C) Bulletined positions may be filled temporarily pending assignments.

(D) Assignments to such new positions or vacancies shall be made within twenty (20) days from the date of bulletin and bulletin shall be posted announcing the name of the employee assigned.
(E) An employee shall be given a reasonable trial to prove his qualifications, not to exceed five (5) working days. An employee failing to qualify for the position selected after being given a fair opportunity to demonstrate his qualifications, will retain all prior seniority and will return to his former position unless it has been abolished or permanently filled by a senior employee, in which event he will exercise seniority within twenty-four (24) hours of his return.

(F) Except as otherwise provided in Rule 19 with respect to serious illness, an employee who is absent from work due to vacations or sickness may, within five (5) days after his return from vacation or sickness make application for positions bulletined during his absence.

An employee absent due to vacation or sickness may be furnished copy of bulletins advertising vacancies or new positions during the employee's absence and be given opportunity to make application therefore at that time. It is understood that the employee involved must be in personal receipt of such bulletins and physically capable of giving consideration thereto. Any employee notified of a position bulletined in accordance with the foregoing will be deemed to have waived his rights to it if he failed to make application in accordance with Rule 17(B) and he will not be eligible later to make such application within the five-day period following their return from vacation or sickness.

(G) Bulletins issued under this rule will utilize the sample forms (Appendix B and C) of this agreement. The practice in effect at certain points of including in the Description of Work language such as "all other duties that may be assigned" will be discontinued in line with the following understanding:

(1) While it is not possible to define all duties of a position in the "Description of Work", the primary duties of the position shall be included therein.

(2) The Carrier continues to have the right to reassign employees temporarily to perform other work of their craft.

TEMPORARY VACANCIES

RULE 18.

Vacancies in positions of employees temporarily absent from work because of sickness, leave of absence, etc., shall continue to be filled as follows in accordance with the past practice.

(A) The senior qualified employee desiring to do so may take the temporary vacancy by virtue of his seniority by handling the matter with the appropriate Carrier officer and the local committee. Said employee shall thereafter work the position until such time as the employee who is off sick or on leave of absence returns to work.
(B) Upon the return of the employee off sick or on leave of absence to his regular position, all employees affected thereby shall return to their former positions. In the event the position of an employee affected has been abolished or has been taken by a senior employee in the exercise of a displacement right the employee affected shall exercise a displacement right in accordance with Rule 23.

(C) Nothing in this rule shall be construed to prevent the blanking of positions during the temporary absence of employees due to illness, leave of absence, etc.

VACANCIES OF LONG DURATION

RULE 19.

Vacancies of long duration (when determined to be such by mutual agreement between the employing officer and local chairman) arising as a result of absence of employees due to serious illness, retirement under disability, etc., shall be bulletined as permanent vacancies in accordance with Rule 17. Upon return of the regular occupant, he shall be privileged to exercise a displacement right under the provisions of Rule 23. Any employee(s) affected shall in turn be privileged to exercise a displacement right.

Should the employing officer and Local Chairman fail to reach agreement as to whether a vacancy is temporary or of long duration, the matter may be referred to the Assistant Vice President Labor Relations or his representative, and the General Chairman for final determination.

PROMOTION TO POSITIONS OF FOREMAN OR OFFICIAL POSITIONS WITH A CARRIER OR LABOR ORGANIZATION

RULE 20.

(A) Mechanics in service will be considered for promotion to positions as Foremen. Employees promoted to positions of Assistant Foreman or Foreman and to official positions with Norfolk Southern Corporation, its successors, railroad affiliates, or the Organization party hereto shall, subject to the provisions of paragraphs 20(B) and (C) below, retain and continue to accumulate seniority established in accordance with the provisions of the rules of this agreement regardless of whether their names are shown on the seniority lists.

(B) Effective January 1, 1988, all employees promoted subsequent thereto to official, supervisory, or excepted positions from crafts or classes represented by the Organization party hereto shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.
(C) Employees promoted prior to January 1, 1988 to official, supervisory, or excepted positions from crafts or classes represented by the Organization party hereto shall retain their current seniority but shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.

(D) In the event employees so promoted are demoted, furloughed or have occasion to leave the position to which promoted for any reason beyond their control, they shall have the right to exercise a displacement right within ten (10) days from the date so affected under the provisions of Rule 23.

(E) Such employees returning to positions covered by this agreement because of their own election may do so within ten (10) days from the date their election is effective, but only by applying for existing vacancies to which their seniority entitles them. In the event there are no existing vacancies, such employees may displace only the employee with the least seniority in their craft at the point where they hold seniority.

(F) Positions of hourly rated Carmen leaders assigned to work part time with their tools in addition to leading and directing the work of others will be bulletined to the mechanics of the craft, and the senior qualified carman will be assigned in accordance with Rule 17. Carmen leaders will receive a differential of fifty (50) cents per hour above the base rate paid mechanics of the craft.

(G) Should an employee be assigned temporarily to fill the place of a foreman, he shall be paid the foreman's rate and fulfill all duties of the position. Such positions shall be filled only by mechanics of the respective crafts.

**FORCE REDUCTION**

**RULE 21.**

(A) When it becomes necessary to reduce expenses, the force shall be reduced.

(B) Except as provided in Rule 24 with respect to use of furloughed employees and Rule 22 - Emergency Force Reduction, when forces are to be reduced or positions abolished, not less than five (5) working days advance notice shall be given employees affected and list of same shall be furnished employee representatives.

(C) The last individual employed shall be the first employee laid off.

(D) In the restoration of forces, senior laid off employees will be given preference to reemployment and shall be notified in writing at their last known address by their employing officer to return to the service. New positions established will be bulletined, and assignments thereto will be made in accordance with Rule 17.
The employing officer, or his representative, shall assume full responsibility for notifying senior laid off employees that there is to be a restoration of forces and that they shall be given preference to reemployment.

(E) Employees notified to return to the service under paragraph (D) above shall advise their employing officer within ten (10) days from the date of said notice of their intent to return or not return.

(F) Employees must report for service as near the date called for as circumstances and conditions will permit. Unless employees give the notice required under paragraph (E) above and return to service, or arrange for proper leave of absence with their employing officer, their names, except in cases of bona fide sickness, shall be stricken from the seniority list(s).

**EMERGENCY FORCE REDUCTION**

**RULE 22.**

(A) Rules, agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notices under emergency conditions such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (B) below, provided that such conditions result in suspension of Carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position.

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

**READJUSTMENT OF FORCES - DISPLACEMENT RIGHTS**

**RULE 23.**

(A) When it becomes necessary to adjust the forces for any reason, the position or positions to be made vacant shall be abolished as provided in Rule 21.
(B) Any employee affected thereby shall, if qualified (reasonable trial to be afforded to determine qualifications), be privileged to displace within forty-eight (48) hours any employee his junior in point of service on his own or any other shift or department to which he may desire to go.

(C) When forces are restored, employees shall be recalled as provided in Rule 21.

CARMEN:
- Coach Carpenters
- Engine Carpenters
- Train Yard Men
- Engine Painters
- Freight Car Painters
- Atlanta Motor Shop
- Planing Millmen
- Freight Car Repairers
- Air Brakemen
- Coach Painters
- Upholsterers

**FURLOUGHED EMPLOYEES**

(USE OF)

**RULE 24.**

(A) The Carrier shall have the right to use furloughed employees to perform relief work on regular positions during absence of regular occupants, provided such employees have signified in the manner provided in paragraph (B) hereof their desire to be so used. This provision is not intended to supersede rules or practices which permit employees to place themselves on vacancies on preferred positions in their seniority districts, it being understood, under these circumstances, that the furloughed employee will be used, if the vacancy is filled, on the last position that is to be filled.

This does not supersede rules that require the filling of temporary vacancies. It is also understood that management retains the right to use the regular employee, under pertinent rules of the agreement, rather than call a furloughed employee.

(B) Furloughed employees desiring to be considered available to perform such 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 relief work under the provisions of this rule. Furloughed employees so used will not be subject to rules of the applicable collective agreements which require advance notice before reduction of force.
Only those furloughed employees who hold seniority at a particular point may notify the proper Carrier Officer and thereafter be considered available to perform relief work on regular positions at such point.

(C)  Furloughed employees who have indicated their desire to participate in such relief work will be called in seniority order for this service.

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.

EMPLOYEES ABSENT ON LEAVE

RULE 25.

An employee absent on leave, who engages in other employment, will lose his seniority unless special provision has been made therefor by the proper official and local chairman representing his craft.

EMPLOYEES UNAVOIDABLY ABSENT

RULE 26.

(A)  In case an employee is unavoidably kept from work, he will not be discriminated against. An employee detained from work on account of sickness or for any other good cause shall notify his foreman as early as possible.

(B)  The provisions of paragraph (A) shall be strictly complied with. Excessive absenteeism (except due to sickness under paragraph (A) above) and/or tardiness will not be tolerated and employees so charged shall be subject to the disciplinary procedures of Rule 29.

(C) An employee in service who fails to protect his assignment due to engaging in other employment shall be subject to dismissal.

HOURLY RATES OF CARMEN

RULE 27.

Engine Carpenters, Passenger Carmen, Planing Millmen, Airbrake Men, Passenger Car and Locomotive Painters, Upholsterers & Patternmakers $19.02
Above are base rates and do not include any differentials.

Rates of pay for student carmen are as specified in the agreement dated November 1, 2002 (Appendix I).

HOLIDAYS

PAY FOR AND QUALIFICATIONS NECESSARY

RULE 28.

Article II of the National Agreement of August 21, 1954 captioned "Holidays," effective May 1, 1954, as amended by National Agreements of August 19, 1960, November 21, 1964, September 2, 1969, October 7, 1971, and January 1, 1983 is hereby further amended to read as follows:

Section 1.

Subject to the qualifying requirements contained in Section 2 hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight (8) hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

- New Year's Day
- Thanksgiving Day
- Presidents Day
- Day after Thanksgiving
- Good Friday
- Christmas Eve
- Memorial Day
- Christmas
- Fourth of July
- New Year's Eve
- Labor Day

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

Section 2.

A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the Carrier is credited to the work days immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's work week, the first work day following his rest days shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last work day of the preceding work week shall be considered the work day 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 work week of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employee whom he is relieving.

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

Section 3.

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

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, except that 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 also is a work day, a rest day and/or a vacation day.

Section 5.

When any of the eleven recognized holidays enumerated in Section 1 of this Article II, as amended, 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 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 "work days" and "days" immediately preceding and following the vacation period shall be considered the "work days" and "days" preceding and following the holiday for such qualification purposes.

DISCIPLINE

RULE 29.

Section A - General Requirements

1. An employee who has been in the service of the Carrier for sixty (60) working days shall not be discharged, suspended or otherwise disciplined without a fair and impartial investigation except that an employee may waive an investigation in accordance with Section B(2) of this agreement.

2. An employee shall not be held from service pending investigation except in serious cases, such as theft, altercation, Rule G violation, insubordination, major accidents, serious misconduct and major offenses, etc., whereby the employee's retention in service could be detrimental to himself, another person or the Carrier.

Section B - Formal Investigation

1. Notice of Investigation
   (a) An employee directed to attend a formal investigation to determine the employee's responsibility, if any, in connection with an occurrence or incident shall be notified, in writing, by certified mail to the last known address, with a copy to duly authorized representative, within a reasonable period of time, but not to exceed ten (10) days from the date of occurrence, or where the occurrence is of a nature not immediately known to the employee's supervisor(s), not to exceed ten (10) days from the time they first have knowledge thereof. The notice shall contain a precise statement of the date, time, place and nature of the occurrence or incident that is to be the subject of the investigation.
NOTE: This rule does not preclude delivery of the notice at reasonable times by a Carrier representative. If such delivery is at the employee's home, it shall be made only when other means of delivery are not practicable.

(b) The notice shall state the date, time and place the investigation is to be held which shall be not less than four (4) days after the date of notification or more than fifteen (15) days after the date of notification unless otherwise agreed to.

(c) The Carrier will have the responsibility of producing sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of investigation shall include the name of each person receiving the notice and the names of all witnesses known at the time of the notice that the Carrier intends to have in attendance at the hearing. The employee or the employee's duly authorized representative may bring to the attention of the responsible Carrier official the name or names of other witnesses who may provide material facts.

(d) The notice shall inform each employee so notified of the right to representation and to bring in witnesses.

(e) If any employee who is to receive a notice of investigation will not be permitted to exercise the option under Section B(2) of this agreement, the notice of investigation shall so specify.

2. Waiver of Investigation

(a) An employee who has been notified to appear for an investigation shall have the option, prior to the investigation, to discuss with the appropriate Carrier official, either personally, through or with the employee's duly authorized representative, the act or occurrence and the employee's responsibility, if any. The duly authorized representative shall be contacted and permitted to be present during any discussion held in connection with the waiver of investigation.

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

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

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

Consistent with the provisions of Section A1 for a fair and impartial investigation, postponements of the formal proceeding may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld.

4. **Conduct of Investigation**

   (a) The investigation shall be conducted by an officer of the employing Carrier who may be assisted by other officers.

   **NOTE:** When another Carrier is involved, this will not preclude an officer of that Carrier from assisting in the hearing recognizing, in any case, that there shall be only one presiding (hearing) officer.

   (b) Formal investigations shall be held at the point where the employee involved is employed and at such time as will result in no loss of time for the employee, his representatives (no more than two) and his witnesses that are employed at such point unless otherwise agreed to. The employee shall have the right to represent himself with his duly authorized representative present or be represented at the investigation by a maximum of three duly authorized Organization representatives, with one acting as spokesman for all. The employee involved shall be afforded a reasonable opportunity to secure the presence of his representative(s) and/or necessary witnesses. The employee and/or the employee's representative(s) shall have the right to introduce witnesses in the employee's behalf, to hear all testimony introduced, to question all witnesses and examine all exhibits.

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

   (d) If the formal investigation is not held within the time limits specified in Section B.1(b), or the decision is not rendered within thirty (30) calendar days from the close of the investigation, the employee will not be disciplined, will be paid for all time lost, and no disciplinary entry will be made in the employee's personal service record.

**Section C - Transcript of Investigation**

1. A copy of the decision rendered shall be furnished to the duly authorized representative and the employee at the time the decision is rendered in the event discipline is assessed.

A copy of the transcript shall be furnished to the duly authorized representative or to the employee if he represents himself at the time the decision is rendered in the event discipline is assessed. Upon written request, a copy of the transcript of the investigation and the decision rendered shall be furnished to the General Chairman at the time the decision is rendered.
2. It is recognized that the Carrier is responsible for insuring that an accurate transcript of the investigative proceedings is made. However, this will not preclude the use of comparable equipment by the employee or his duly authorized representative to make a record of the proceedings for their own use.

Section D - Compensation for Attending Investigations

1. Witnesses, as referred to in Section B.1 (c), who are directed by the Carrier to attend an investigation, shall be compensated for all time lost and, when incurred, will be reimbursed for reasonable and necessary expenses incurred for each day of the investigation.

2. When an employee involved in a formal investigation is not assessed discipline, the employee shall be compensated for all time lost and, when incurred, will be reimbursed for reasonable and necessary expenses incurred for each day of the investigation.

Section E - Time Limit of Appeals

1. When discipline has been assessed as a result of a formal investigation and the decision as rendered by the Carrier is not acceptable to the employee, any appeal must be presented in writing and subsequently handled in accordance with Article V of the August 21, 1954 Agreement. However, there shall not be more than two (2) succeeding officers involved in the discipline appeals process and in cases of dismissals the employee or the General Chairman may appeal from the decision directly to the highest officer of the Carrier designated to handle disputes under the Railway Labor Act, and the Carrier officer whose decision is being appealed in all cases shall be notified within the time frame of the rejection of his decision.

2. If at any point in this appeals procedure or in the proceedings before a tribunal having jurisdiction it is determined that the employee should not have been disciplined, any charges related thereto entered in the employee's personal service record shall be voided and, if required to lose time or if held out of service (suspended or dismissed), the employee shall be reinstated with his seniority and other rights unimpaired and made whole for time lost, if any, less outside earnings resulting from said suspension or dismissal.

3. If discipline assessed is by suspension, time lost by an employee when held out of service shall be deducted from the assessed period of suspension.

Section F - Unjust Treatment

An employee who considers himself unjustly treated, otherwise than covered by the current agreements, shall have the same right of representation, investigation and appeal as provided in this rule if written request is made by the General Chairman to the employee's immediate supervisor within fifteen (15) days of the cause for complaint.
Section G - Effect of Time Limits

The time limits set forth in this agreement will govern the discipline procedure to the exclusion of any other rule, practice or agreement to the contrary and such time limits may be extended by mutual agreement in writing.

CLAIMS AND GRIEVANCES

RULE 30.

(A) All claims or grievances shall be handled as follows:

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

(2) 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 decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the 60-day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

(3) The requirements outlined in paragraphs (1) and (2), 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 officer shall be barred unless within 9 months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the 9 months' period herein referred to.

(B) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed.
retroactively for more than 60 days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

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

   (D) 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.

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

   (F) Pending Grievances - Violation of Agreement

   While questions of grievances are pending there will be neither a shut down of the shop by the employer nor a suspension of work by the employees.

   When an alleged violation of agreement or a new practice is complained of by the duly authorized committee, an investigation will be held immediately under the provisions of Rule 29.

   **ATTENDING COURT**

   **RULE 31.**

   When attending court as witnesses for the company, employees will be reimbursed for actual necessary expenses and paid for time lost, i.e., they will be allowed compensation equivalent to what they would have earned had such interruption not taken place. If required to attend court as witnesses for the company on an assigned rest day or holiday which they would not have worked, they will be paid for eight (8) hours at the pro rata rate each day or part thereof for such court service. Payment under this rule on one of the recognized holidays shall be in addition to holiday pay to which an employee may be entitled under Rule 28.

   **JURY DUTY**

   **RULE 32.**

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

(2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

(3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

(4) When an employee is excused from railroad service account of jury duty the Carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

(5) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days which jury duty:

(a) ends within four hours of the start of his assignment; or

(b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.

(6) On any day that an employee is released from jury duty and four or more hours of his assignment remain, he will immediately inform his supervisor and report to work if advised to do so.

(As Revised December 11, 1981 National Agreement)

STUDENT CARMEN - REGULATIONS COVERING RULE 33.

(A) Except as otherwise provided, the rates of pay, hours of service, and working conditions of student carmen are as specifically provided for in the agreement dated November 1, 2002 attached as Appendix 1.

(B) Except as otherwise agreed to, there may be one student carman (unpromoted) for each DMMO, and in addition, one for every five journeymen carmen. The distribution of student carmen among shops where general repairs are made on the division shall be as nearly as possible in proportion to the journeyman carmen employed therein. Two student carmen will not be worked together as partners.

(C) In computing the number of student carmen that may be employed on a division, the total number of journeymen of that craft employed on the division will be considered.
PROMOTION OF HELPERS

RULE 34.

(A) In the event it is not possible to employ qualified journeyman carmen, and student carmen schedules do not provide enough men to do the work, individuals may be employed as follows:

(1) Experienced helpers may be promoted to carmen. The duly authorized committee in each shop will be consulted and mutual understanding arrived at in promoting helpers, it being agreed that while effort will be made to follow the principle of seniority, selection will be made from qualified helpers. The ratio of helpers to be promoted to the number of journeymen in the craft in anyone shop shall not exceed twenty (20) percent.

(2) Helpers promoted in accordance with subparagraph (1) above shall have a period of not less than thirty calendar days nor more than 60 calendar days within which to prove their qualifications and ability to continue in service as promoted carmen. In the event an employee is found to be not qualified to continue in service as a promoted carman, he may return to his former position as helper or, if said position has been obtained by a senior employee in the exercise of his seniority, may exercise a displacement right in accordance with Rule 23.

(B) In the event it is not possible to employ sufficient journeymen under paragraph (A) men may be employed as follows:

(1) Carmen who have had experience in the use of tools may be employed in the craft, and when so employed shall establish seniority as helpers as of the date employed, after which they may be promoted to carmen.

(2) The principle of Section (A) (2) shall be applicable to employees promoted under this Section (B) with respect to qualifications and ability to continue in service as promoted carmen.

(C) Helpers promoted under the provisions of (A) or (B) above shall be given an opportunity to learn the trade in the craft in which employed and shall be paid the minimum rate for mechanics while working in a promoted capacity.

(D) Helpers promoted to journeymen carmen on and after January 1, 2003 shall, subject to the election provided for in Paragraph (E) below, after working a period of three years as promoted carman, a total of 732 work days, establish a seniority date as journeyman in the craft in which employed. The seniority date thus established shall commence the first calendar day following the completion of 732 days of training or work. Days worked in a promoted capacity shall be computed on the same basis as creditable days of training are computed for Student Carmen in Phase IV.
NOTE: Helpers promoted to carmen prior to January 1, 2003 shall continue to establish a seniority date as carmen which shall be retroactive to the first date they began training.

(E) Upon completion of the required number of days worked as specified in paragraph (D) above helpers shall within a period of thirty (30) calendar days give notice to their employing officer of their election to either retain their seniority as helper or to take seniority as mechanic in their craft as provided in Paragraph (D), thereby forfeiting seniority as helper. A helper who declines to take seniority as carman within the thirty (30) calendar day period thereby forfeits any right to the retroactive seniority date provided for in paragraph (D) above and must return to their status of helper and will not be again upgraded until such time as all helpers on the helpers seniority roster desiring to be upgraded have been given the opportunity to do so, unless mutually agreed to in writing by the General Chairman and the highest designated Carrier officer or their designated representative.

(F) The General Chairman will be furnished a complete record of employees promoted under this rule.

(G) When a reduction is made in the force of carmen, helpers promoted under (A) and (B) above shall be set back first in the reverse order in which promoted, then promoted student carmen. No carman will be laid off at any point where employees have been promoted until all such promoted helpers and/or student carmen have been set back.

**CARMEN OR STUDENT CARMEN TO PERFORM CARMEN'S WORK**

**RULE 35.**

(A) Except as provided in this Rule 35 and Rules 34, 36, 37 and 38 of this agreement, none but carmen or student carmen regularly employed as such will be assigned to do carmen work as per special rules of the craft, except at small points where minor or emergency jobs are required.

(B) Helpers shall not be advanced to the detriment of journeymen.

(C) This rule shall not apply to foremen at points where no journeymen are employed or to foremen or assistant foremen at other points in charge of small forces whose time is not fully occupied in supervisory duties.

**ASSIGNMENT OF WORK - OUTLYING POINTS**

**RULE 36.**

At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic(s) employed at such points will, so far as they are capable of doing so, perform the
work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman of any craft the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement it shall be handled in accordance with the provisions of Rule 30 Claims and Grievances, and pending the disposition of the dispute the Carrier may proceed with or continue its designation.

ASSIGNMENT OF WORK - USE OF SUPERVISORS

RULE 37.

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

(B) If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General Chairman of the organizations affected. Any disputes over the application of this rule shall be handled in accordance with the provisions of Rule 30 - Claims and Grievances.

INCIDENTAL WORK RULES

RULE 38.

Applicable to employees in the class or craft of carmen by National Agreement dated April 24, 1970, as amended by the November 27, 1991 Imposed Agreement.

Section 1

The coverage of the Incidental Work Rule is expanded to include all shop craft employees represented by the organization party hereto and shall read as follows:

Where a shopcraft employee or employees are performing a work assignment, the completion of which calls for the performance of "incidental work" (as hereinafter defined) covered by the classification of work or scope rules of another craft or crafts, such shop craft employee or employees may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as "incidental" when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment, and shall include
simple tasks that require neither special training nor special tools. Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work assignment.

In addition to the above, simple tasks may be assigned to any craft employee capable of performing them for a maximum of two hours per shift. Such hours are not to be considered when determining what constitutes a "preponderant part of the assignment."

If there is a dispute as to whether or not work comprises a "preponderant part" of a work assignment the Carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment. If it does, a claim will be honored by the Carrier for the actual time at pro rata rates required to perform the incidental work.

Section 2

Nothing in the Article is intended to restrict any of the existing rights of the Carrier.

**DISMANTLING OF PARTS OF LOCOMOTIVES, CARS AND OTHER MACHINERY**

**RULE 39.**

When dismantling locomotives, cars and other machinery, the parts to be used again will be dismantled by mechanics or student mechanics of their respective crafts.

NOTE: See Memorandum of Understanding concerning use of carmen in dismantling of equipment (parts to be used again) National Agreement dated November 26, 1934 (Appendix W).

**WELDING AND CUTTING**

**RULE 40.**

Mechanics or student mechanics of the respective crafts shall do oxyacetylene, thermit, and electric cutting and welding. Each craft shall perform the work which was generally recognized as belonging to that craft prior to the introduction of such processes.
To meet the emergencies of the service, those familiar with the process of one craft may work in company with a welder of another craft to assist in the emergency or act in the capacity of demonstrator to teach employees autogenous welding.

The use of cutting torches in wrecking service shall be operated by carmen constituting the derrick crew, but if such carmen are not familiar with the apparatus, others shall be used in its operation.

The use of cutting torches in the cutting of scrap and in the scrapping of equipment may be assigned to others than mechanics.

EMPLOYEE PROTECTION - SUBCONTRACTING

RULE 41.

The Shop Crafts Agreement dated September 25, 1964, as amended, relating to, among other things, Employee Protection and Subcontracting shall be applicable to all employees covered by this agreement the same as if the Carrier and Organization signatory hereto had been parties to said agreement but shall not be reproduced herein.

See Subcontracting amendments Article VI of November 27, 1991

BULLETIN BOARDS

RULE 42.

Bulletin boards, provided by the Railway Company, may be used by the employees for posting business notices. Notices must not be posted elsewhere.

DISCRIMINATION

RULE 43.

(A) It is the policy of Carriers and Organizations parties hereto, that the provisions of this agreement be applied to all employees covered by said agreement without regard to race, creed, color, age, sex, or national origin.

(B) Carriers will not discriminate against any committeemen who, from time to time, represent other employees, and will grant them leave of absence and free transportation where rail transportation is available on the property when delegated to represent other employees.
PAYMENT OF EMPLOYEES

RULE 44.

(A) Employees will be paid off biweekly during the day shift, except where existing state laws provide a more desirable paying off condition. Should the regular pay day fall on a holiday or days when the shops are closed down, employees will be paid on the preceding day.

(B) Where there is a shortage equal to one day's pay or more in the pay of an employee, a pay draft will be issued to cover the shortage.

(C) Employees leaving the service of the company will receive their pay as soon as possible, but not later than the normal pay period when due.

(D) During inclement weather provision will be made, where buildings are available, to pay employees under shelter.

FREE TRANSPORTATION

RULE 45.

Employees covered by this agreement and those dependent upon them for support will be given the same consideration in granting free transportation as is granted other employees in service. General committees, representing employees covered by this agreement, to be granted same consideration as is granted general committees representing employees in other branches of the service.

CONTINUOUS, LONG AND FAITHFUL SERVICE

RULE 46.

Employees who have given continuous, long and faithful service in the employ of the company and who have become unable to handle heavy work to advantage, will be given preference of such light work in their line as they are competent to handle.

EMPLOYEES REQUIRED TO WORK UNDER LOCOMOTIVES AND CARS

RULE 47.

No employee will be required to work under a locomotive or car without being protected by proper signals. Workmen assigned to perform the work shall place the blue flag by day or blue light by night, which will not be removed except by the employees required to place them. When the nature of the work to be done requires it, locomotives or cars will be placed over a pit, if available.
PROTECTION OF EMPLOYEES

RULE 48.

Employees will not be required to work on locomotives or cars outside of shops during inclement weather if shop room and pits are available. This does not apply to work in locomotive cabs or emergency work on locomotive or cars set out for or attached to trains.

When it is necessary to make repairs to locomotives, boilers, tanks or tank cars, such parts shall be cleaned before mechanics are required to work on the same. This will also apply to cars undergoing general repairs.

Employees will not be assigned to jobs where they will be exposed to sand blasts and paint blowers while in operation.

All oxyacetylene or electric welding or cutting will be protected by a suitable screen when its use is required.

CHECKING IN AND OUT

RULE 49.

(A) Employees shall be allowed sufficient time at the beginning and end of each shift within which to check in and out. Sufficient time as used in this rule shall be determined at the respective points on the basis of the number of employees checking in and out at a given time clock.

(B) While employees are expected to report for duty and work their full 8 hour assignment, should an employee, for reasons beyond their control, have to report late for duty or by proper authority leave before the end of their regular shift, they shall be paid on the minute basis for actual time on duty.

SANITATION

RULE 50.

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

Shops and roundhouses shall be properly ventilated to remove exhaust fumes when diesel engines are operated in locomotives.
VACATIONS

RULE 51.

Vacations will be granted employees covered by this agreement in accordance with the revisions of the "Vacation Agreement" signed at Chicago, Illinois, December 17, 1941, as last amended effective December 11, 1981, (Appendix F).

An employee may elect to schedule one (1) week (five days) of vacation entitlement in one-, two-, three- or four-day increments with the stipulation that:

(A) The one-week split vacation will be taken during the period January 1 through December 31;

(B) Vacation day(s) discussed here may be scheduled upon no less than 48 hours advance notice from the employee to the proper Carrier officer, provided such day(s) may be taken only when consistent with the requirements of the Carrier's service;

(C) Vacation day(s) allowed in accordance with Letter Agreement dated July 11, 1996 (Appendix CC) will be paid for at the regular rate of the employee's assignment; and

(D) The total vacation allotment for each employee will be scheduled in accordance with past practices in one-week increments. Should an employee avail himself of this election, he will schedule those days in accordance with these provisions, and they will be removed from the last two weeks scheduled. Should any days be remaining at the time of the last one-week increment scheduled, the employee will take those days remaining during that week on consecutive days in the manner as assigned by the Carrier. The Carrier shall have the option to fill or not fill the position of an employee who is absent on vacation scheduled pursuant to this agreement. The Carrier will have the right to distribute the work of any position vacated as a result of the application of this agreement.

Except as otherwise provided above, each employee who is entitled to vacation shall take same at the time assigned and shall be taken between January 1 through December 31 of each calendar year in one-week (five-day) increments. .

PHYSICAL EXAMINATIONS

RULE 52.

PHYSICAL EXAMINATIONS - When there is a dispute regarding an employee's mental or physical fitness for service, the case shall be handled in the following manner:

(A) The General Chairman or the Director Labor Relations may file with the other party a written protest which shall include a copy of the medical finding; such protest shall be
submitted within thirty (30) days of knowledge of such dispute. Should the medical findings of the employee's doctor conflict with those of the Carrier's doctor, the management and the employee shall each select a doctor, notifying each other of the name and address of the doctor selected. The two doctors thus selected shall confer and select a neutral third doctor (qualified as an expert in the field of medicine involved and qualified by the American Board or equally rated Society) who will re-examine the employee. If the two partisan doctors fail to agree on the selection of the neutral doctor, the State Medical Association will be requested to submit a list of five (5) names of experts qualified as provided above in the field involved; the partisan doctors will then select one from such list.

(B) The neutral doctor thus selected will examine the employee and render a report within a reasonable time, not exceeding thirty (30) days from the date of his examination, setting forth his findings as to the physical condition of the employee to meet the Carrier's medical standards. Such findings shall be accepted as final and binding.

The doctors selected by the management and employee may make to the neutral doctor any representations which they believe pertinent in connection with the examination. If representations are made in writing, copy of such representation shall be furnished the other party's doctor. If the neutral doctor decides that the employee is fit to continue in service and properly perform the employee's normal duties, such neutral doctor shall also render a further opinion, as to whether such fitness existed at the time the employee was absent from service. Should the neutral doctor conclude that the employee possessed such fitness when withheld from service, the employee will be compensated for actual loss of normal earnings during the period withheld for each working day withhold from assignment and will not be deprived of any other contractual benefit to which he may be eligible.

(C) Should the decision be adverse to the employee and his doctor later contends that the physical condition for which he was disqualified has improved sufficiently to allow him to work, a re-examination by the Carrier's doctor will be arranged upon written request of the General Chairman.

(D) The fee of the neutral doctor and any expenses incurred in connection with his examination of the employee shall be borne equally by the Carrier and the employee.

**EMPLOYEES INJURED AT WORK**

**RULE 53.**

Employees injured while at work will not be required to make accident reports before given medical attention. Medical attention will be given as quickly as possible. Employees will make accident report as early as practicable and will not be required to sign release pending settlement of the case. Upon request, an employee will be provided a copy of his initial report of personal injury that he has signed.
PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

RULE 54.

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 54.

(A) Covered Conditions

This Rule 54 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 anyone 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 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):

<table>
<thead>
<tr>
<th>Description</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of Life</td>
<td>150,000</td>
</tr>
<tr>
<td>Loss of Both Hands</td>
<td>150,000</td>
</tr>
<tr>
<td>Loss of Both Feet</td>
<td>150,000</td>
</tr>
<tr>
<td>Loss of Sight of Both Eyes</td>
<td>150,000</td>
</tr>
<tr>
<td>Loss of One Hand and One Foot</td>
<td>150,000</td>
</tr>
<tr>
<td>Loss of One Hand and Sight of One Eye</td>
<td>150,000</td>
</tr>
<tr>
<td>Loss of One Foot and Sight of One Eye</td>
<td>150,000</td>
</tr>
<tr>
<td>Loss of One Hand or One Foot or Sight of One Eye</td>
<td>75,000</td>
</tr>
</tbody>
</table>

"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 $150,000 will be paid under this paragraph to anyone employee or his personal representative as a result of anyone 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 anyone accident, less any amounts payable under Group Policy Contract GA-23000 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 fulltime weekly compensation from the Carrier for time actually lost, subject to a maximum payment of $150.00 per week for 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 54 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 54 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 54.

The payments provided for above will be made, as above provided, for covered accidents on or after January 1, 1972.

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 54 (Article IV, National Agreement of October 7, 1971) (employee or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by Rule 54."
Savings Clause

This Rule 54 supersedes as of January 1, 1972, 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 December 1, '1971, elect to Preserve in its entirety an existing agreement providing accident benefits of the type provided in this Rule 54 in lieu of this Rule 54.

NOTE 1: The District Claim Agent in the territory involved is the designated officer of the Carrier with whom claims arising under the above rules are to be handled.

NOTE 2: It is agreed that existing time limit on claims rules in national agreements or in local schedule agreements do not apply to claims filed under such off track vehicle accident provisions. Accordingly, the rights of neither the employees nor the railroads will be prejudiced by a failure to comply with a provision of such rules.

SUPPLEMENTAL SICKNESS BENEFITS PLAN

RULE 55.

The provisions of the Agreement dated May 10, 1973, as amended, between Carriers represented by the National Carriers' Conference Committee and employees of such Carriers operating through the Railway Employees' Department AFL-CIO (Applicable to Machinists, Boilermakers, Blacksmiths, Electrical Workers, Carmen and Firemen and Oilers providing for a supplemental sickness benefit plan shall, while not reproduced herein, be applicable to the employees covered by this agreement.

HEALTH AND WELFARE

RULE 56.

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 up to and including the National Agreement of September 9, 1996, shall, while not reproduced herein, be applicable to the employees covered by this agreement.

UNION SHOP - DEDUCTION AGREEMENTS

RULE 57.

The provisions of the Union Shop Agreement dated February 27, 1953, (Appendix E) shall be applicable to all employees covered by this agreement the same as if the Carrier and Organization signatory hereto had been parties to said agreement on February 27, 1953. Dues
deduction agreements between the Carrier and the Organization, parties hereto, while not reproduced herein, shall be applicable to employees covered by said agreements.

Payroll deduction for Political League contributions will also be applicable to employees covered by said agreement.

CARMEN'S SPECIAL RULES

QUALIFICATIONS

RULE 58.
Any employee who has completed a student carman training program or has had three years (732 days) experience at the carmen's trade and who, by his skill and experience, is qualified and capable, with the aid of tools, with or without drawings, to layout, build or perform the work of his craft or occupation in a mechanical manner shall constitute a carman.

CLASSIFICATION OF WORK

RULE 59.
Carmen's work shall consist of building, maintaining, dismantling, painting, upholstering, and inspecting all passenger and freight cars, both wood and steel, planing mill, cabinet and bench carpenter work, pattern and flask making and all other carpenter work in shops and yards, this to include minor repairs to shop buildings; carmen's work in building and repairing motor cars, lever cars, hand cars, and station trucks; building, repairing and removing and applying wood locomotive cabs, pilots, pilot beams, running boards, foot and headlight boards, wood tender frames and trucks, air brake pipe triple valve work such as cleaning, adjusting, testing and repairing by replacing new parts; pipe and inspection work in connection with air brake equipment on freight cars; removing and applying patented metal roofing to freight and passenger cars; assembling air and steam heat hose for locomotives and cars; operating punches and shears doing shaping and forming, hand forges, and heating torches in connection with carmen's work; painting, varnishing, surfacing, lettering, decorating, and cutting of stencils; removing paint (except paint removed in vats); all other work generally recognized as painters' work under the supervision of the locomotive and car departments; joint car inspectors, car inspectors, safety appliance and train car repairers, wrecking derrick engineers, locomotive crane engineers in shop yard (except those assigned to handling coal or cinders) and wheel record keepers; oxyacetylene, thermit and electric welding on work generally recognized as carmen's work, and all other work generally recognized as carmen's work.

NOTE: See Memorandum of Understanding, dated January 16, 1951, with respect to work which, as between Carmen and Maintenance of Way employees, may be performed in shops or shop yards by employees of these two crafts or classes, (Appendix AA).
CARMEN HELPERS

RULE 60.

Employees regularly assigned to help carmen and student mechanics, employees engaged in washing and scrubbing the inside and outside of passenger coaches preparatory to painting, car oilers, and packers, stock keepers (car department). Material carriers, rivet heaters (except when performed by student mechanics), operators of bolt threaders, nut tappers, drill presses and punch and shear operators (cutting only bar stock and scrap), holding on rivets, striking chisel bars side sets, and backing out punches, using backing hammer and sledges in assisting carmen in straightening metal parts of cars, cleaning journals, assist carmen in erecting scaffolds, will be classified as helpers, and all other work, generally recognized as carmen helpers' work.

WRECKING CREWS

RULE 61.

Wrecking crews, including engineers and firemen, shall be composed of regularly assigned carmen and will be paid for such service as per general rules. Meals and lodging will be provided by the company while crews are on duty in wrecking service.

RULE 62.

When wrecking crews are called for wrecks or derailments outside yard limits the regularly assigned crew will accompany the outfit. For wrecks and derailments within the yard limits sufficient carmen will be called to perform the work if their services are needed.

INSPECTORS

RULE 63.

Employees assigned to inspecting must be able to speak and write the English language and have sufficient knowledge of A. A. R. Rules and Safety Appliance Laws.

RULE 64.

Inspectors and other carmen in train yards will not be required to take record for conducting transportation purposes of seals, commodities or destinations of cars when there is any inspection or repairing of equipment to be done.
RUNNING REPAIR FORCES

RULE 65.

Carmen employed at points where both running repairs and the heavier classes of repairs are made will be divided into running repair and classified repair forces. Each force shall perform the class of work to which regularly assigned, but in case of interruption of traffic or when there is no running repair work to do, the force shall be assigned to other work of the craft. In case the running repair force is unable to make repairs promptly to prevent delay to train movement, the men needed will be drawn from the heavier repair forces.

PROTECTION FOR REPAIRMEN

RULE 66.

Switches of repair tracks will be kept locked with special locks and employees working on such tracks shall be notified before any switching is done. A competent person shall be regularly assigned to perform this duty and held responsible for seeing it is performed properly.

RULE 67.

Trains or cars while being inspected or worked on by train yard employees will be protected by a blue flag by day or blue light by night, which shall be placed by the workmen assigned to perform the work and will not be removed except by the employees required to place them.

ONE MAN POINTS

RULE 68.

A "one-man" point is an outlying point where there is employed one Carman, day, and one, night, or where there is only one carman employed. Carmen stationed at one man points shall be paid by the hour and under rules governing running repair forces, except that the eight hours constituting a day's work may be worked within a spread often (10) consecutive hours; the hours to be regulated according to train schedules at such points.

MISCELLANEOUS

RULE 69.

Air hammers, jacks, and all other power driven machinery and tools operated by carmen or student carmen will be furnished by the company and maintained in safe working condition.
RULE 70.

Crayons, soapstone, marking pencils, tool handles, saw files, motor bits, brace bits, cold chisels bars, steel wrenches, steel sledges, hammers (not claw hammers), reamers, drills, taps, dies, lettering and striping pencils and brushes will be furnished by the company.

RULE 71.

Shops, repair yards and train yards where carmen are employed shall be kept clean of all rubbish.

CARMEN SENT OUT ON ROAD TO PERFORM: WORK

RULE 72.

When necessary to repair cars on the road or away from the shops carmen will be sent out to perform such work. Two carmen or one carman and a student carman or one carman and an experienced helper will be sent to perform such work as putting in couplers and wheels and work of similar character.

STUDENT CARMEN

RULE 73.

Student carman training will be established in all branches of the trade.

DIFFERENTIALS FOR CARMEN

RULE 74.

Autogenous welders shall receive six (6) cents per hour above the minimum rate paid carmen at point employed.

NOTE: If assigned to the passenger car department they shall be paid six (6) cents per hour above the minimum rate of passenger carmen, and if assigned to the freight car department six (6) cents per hour above the minimum of freight carmen.

COUPLING, INSPECTION AND TESTING

RULE 75.

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

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


COACH CLEANERS

RULE 76.
Coach cleaners are represented by Brotherhood Railway Carmen, Division - TCD and are covered by the provisions of this agreement.

Coach cleaners at outside points may be worked eight (8) hours within a spread of ten (10) consecutive hours. They may be assigned to any other unskilled work during their eight hour period of service.

PURPOSES OF AGREEMENT

RULE 77.
(A) This agreement, except as otherwise provided herein, supersedes and cancels the following individual agreements, between the parties hereto, as amended and revised:

(1) Agreement effective September 1, 1949 between Norfolk and Western Railway and its employees represented by the Carmen Organization.

(2) Agreement effective October 1, 1952 between New York, Chicago and St. Louis Railroad Company and its employees represented by the Carmen Organization.

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

This agreement negotiated between the parties hereto the same date shall, except as otherwise provided, be effective, January 1, 2003 and shall continue in effect until amended or terminated in accordance with the provisions of the Railway Labor Act, as amended.

This agreement contains all the rules governing rates of pay and working conditions applicable to the employees represented by the organization party hereto. Any practice or agreements not in conformance or contained herein are hereby abrogated.

Signed at Norfolk, Virginia this 1st day of November 2002.

FOR THE EMPLOYEES: FOR THE CARRIER:

A. Novakovic, General Vice President H. R. Mobley, Assistant Vice President
Brotherhood Railway Carmen Div.-TCU Norfolk Southern Railway Company

J.W. Waller, General Chairman
Brotherhood Railway Carmen Div.-TCU

C. Moneypenny, Director Railroad Division
Transport Workers union

Approved:
R. A. Johnson, General President
Brotherhood Railway Carmen Div. - TCU
Appendix A.

Letter establishing January 1, 2003 System-wide Carmen's Agreement
(November 1, 2002)
November 1, 2002
CS-CM-6-104

Mr. J. V. Waller
General Chairman BRC Div/TCU
Joint Protection Board No. 200
127 Baron Circle
Corryton, TN 37721

Dear Mr. Waller:

This refers to conference of April 29 and 30, 2002, in connection with Attachment "C" only of your Section 6 Notice dated November 1, 1999 and the Carrier's counter proposals served in connection therewith.

It is agreed that effective January 1, 2003 the March 1, 1975 Southern Railway Company Agreement (NSR Agreement), as amended, along with the amendments made herein and the five (5) Side Letters attached hereto, will be applicable to all Carmen on a system-wide basis. It is further agreed that on that date the September 1, 1949 NW Agreement, as amended, and the October 1, 1952 NKP Agreement, as amended are abrogated and the NSR Agreement, as amended, will be substituted in their place. Effective January 1, 2003 the following changes to the NSR Agreement will be effective:

A. NSR Rules 17, 18 and 19 are hereby eliminated and NSR Rule 16 is revised to read as follows:

RULE No. 16 – TRANSFERS

(a) Employees transferred from one point to another, with a view of accepting a permanent transfer, will, after sixty (60) calendar days, lose their seniority at the point they left, and their seniority at the point to which transferred will begin on date of transfer, seniority to govern. Employees will not be compelled to accept a permanent transfer to another point under this rule.

(b) When forces are reduced and men are needed at other points they will, at their request, be given preference to transfer to another point, with privilege of returning to home station when force is increased, such transfer to be made without expense to the transportation company. Seniority governs in all cases.

(c) Employees transferring under Section (b) will establish a new seniority date at the point to which transferred until such time as their seniority entitles them to return to a bulletined position at their original point. At such time, they must return to their original Operating Subsidiary: Norfolk Southern Railway Company
a) When employees are needed at a point and there are no furloughed employees available at that point, furloughed employees at the nearest point or points will be given preference in transferring to the point at which employees are needed, seniority to govern, and such transferred employees will have the privilege of returning to home point when force is increased. Transfers of this character are to be made without expense to the Company.

(e) In the event a student mechanic employed pursuant to the provisions of Rule 38 is permitted to transfer under this rule, he will not, of course, establish seniority at the point to which transferred, but his days of training at the point from which transferred shall be credited toward the completion of the total period of training provided for in the agreement dated March 28, 1974, as amended.

(f) When transfers are made under this rule, the involved employee will complete a Transfer Form (copy attached) and furnish a copy to the local chairman and local management.

B. Replace NSR Rule 34 - DISCIPLINE with the following:

Section A - General Requirements
1. An employee who has been in the service of the Carrier for sixty (60) working days shall not be discharged, suspended or otherwise disciplined without a fair and impartial investigation except that an employee may waive an investigation in accordance with Section B(2) of this agreement.

2. An employee shall not be held from service pending investigation except in serious cases, such as theft, altercation, Rule "G" violation, insubordination, major accidents, serious misconduct and major offenses, etc., whereby the employee's retention in service could be detrimental to himself, another person or the Carrier.

Section B - Formal Investigation
1. Notice of Investigation
   (a) An employee directed to attend a formal investigation to determine the employee's responsibility, if any, in connection with an occurrence or incident shall be notified, in writing, by certified mail to the last known address, with a copy to duly authorized representative, within a reasonable period of time, but not to exceed ten (10) days from the date of occurrence, or where the occurrence is of a nature not immediately known to the employee's supervisor(s), not to exceed ten (10) days from the time they first have knowledge thereof. The notice shall contain a precise statement of the date, time, place and nature of the occurrence or incident that is to be the subject of the investigation.
NOTE: This rule does not preclude delivery of the notice at reasonable times by a Carrier representative. If such delivery is at the employee's home, it shall be made only when other means of delivery are not practicable.

(b) The notice shall state the date, time and place the investigation is to be held which shall be not less than four (4) days after the date of notification or more than fifteen (15) days after the date of notification unless otherwise agreed to.

(c) The Carrier will have the responsibility of producing sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of investigation shall include the name of each person receiving the notice and the names of all witnesses known at the time of the notice that the Carrier intends to have in attendance at the hearing. The employee or the employee's duly authorized representative may bring to the attention of the responsible Carrier official the name or names of other witnesses who may provide material facts.

(d) The notice shall inform each employee so notified of the right to representation and to bring in witnesses.

(e) If any employee who is to receive a notice of investigation will not be permitted to exercise the option under Section B(2) of this agreement, the notice of investigation shall so specify.

2. Waiver of Investigation

(a) An employee who has been notified to appear for an investigation shall have the option, prior to the investigation, to discuss with the appropriate Carrier official, either personally, through or with the employee's duly authorized representative, the act or occurrence and the employee's responsibility, if any. The duly authorized representative shall be contacted and permitted to be present during any discussion held in connection with the waiver of investigation.

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

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

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

3. Postponements of Investigation

Consistent with the provisions of Section A.1 for a fair and impartial investigation, postponements of the formal proceeding may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld.

4. Conduct of Investigation

(a) The investigation shall be conducted by an officer of the employing Carrier who may be assisted by other officers.

NOTE: When another Carrier is involved, this will not preclude an officer of that Carrier from assisting in the hearing recognizing, in any case, that there shall be only one presiding (hearing) officer.

(b) Formal investigations shall be held at the point where the employee involved is employed and at such time as will result in no loss of time for the employee, his representatives (no more than two) and his witnesses that are employed at such point unless otherwise agreed to. The employee shall have the right to represent himself with his duly authorized representative present or be represented at the investigation by a maximum of three duly authorized Organization representatives, with one acting as spokesman for all. The employee(s) involved shall be afforded a reasonable opportunity to secure the presence of his representative(s) and/or necessary witnesses. The employee and/or the employee's representative(s) shall have the right to introduce witnesses in the employee's behalf, to hear all testimony introduced, to question all witnesses and examine all exhibits.

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

(d) If the formal investigation is not held within; the time limits specified in Section B.1 (b), or the decision is not rendered within thirty (30) calendar days from the close of the investigation, the employee will not be disciplined, will be paid for all time lost, and no disciplinary entry will be made in the employee's personal service record.

Section C - Transcript of Investigation

1. A copy of the decision rendered shall be furnished to the duly authorized representative and the employee at the time the decision is rendered in the event discipline is assessed.
A copy of the transcript shall be furnished to the duly authorized representative or to the employee if he represents himself at the time the decision is rendered in the event discipline is assessed. Upon written request, a copy of the transcript of the investigation and the decision rendered shall be furnished to the General Chairman at the time the decision is rendered.

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

Section D - Compensation for Attending Investigations

1. Witnesses, as referred to in Section B.1(c), who are directed by the Carrier to attend an investigation, shall be compensated for all time lost and, when incurred, will be reimbursed for reasonable and necessary expenses incurred for each day of the investigation.

2. When an employee involved in a formal investigation is not assessed discipline, the employee shall be compensated for all time lost and, when incurred, will be reimbursed for reasonable and necessary expenses incurred for each day of the investigation.

Section E - Time Limit of Appeals

1. When discipline has been assessed as a result of a formal investigation and the decision as rendered by the Carrier is not acceptable to the employee, any appeal must be presented in writing and subsequently handled in accordance with Article V of the August 21, 1954 Agreement. However, there shall not be more than two (2) succeeding officers involved in the discipline appeals process and in cases of dismissals the employee or the General Chairman may appeal from the decision directly to the highest officers of the Carrier designated to handle disputes under the Railway Labor Act, and the Carrier officers whose decision is being appealed in all cases shall be notified within the time frame of the rejection of his decision.

2. If at any point in this appeals procedure or in the proceedings before a tribunal having jurisdiction it is determined that the employee should not have been disciplined, any charges related thereto entered in the employee's personal service record shall be voided and, if required to lose time or if held out of service (suspended or dismissed), the employee shall be reinstated with his seniority and other rights unimpaired and made whole for time lost, if any, less outside earnings resulting from said suspension or dismissal.

3. If discipline assessed is by suspension, time lost by an employee when held out of service shall be deducted from the assessed period of suspension.
Section F - Unjust Treatment

An employee who considers himself unjustly treated, otherwise than covered by the current agreements, shall have the same right of representation, investigation and appeal as provided in this rule if written request is made by the General Chairman to the employee's immediate supervisor within fifteen (15) days of the cause for complaint.

Section G - Effect of Time Limits

The time limits set forth in this agreement will govern the discipline procedure to the exclusion of any other rule, practice or agreement to the contrary and such time limits may be extended by mutual agreement in writing.

C. Replace the January 27, 1965 Mediation Agreement, as amended, with the September 25, 1964 National Agreement, as amended.

D. Replace NSR Rule 58 - PHYSICAL EXAMS with the following.

PHYSICAL EXAMINATIONS - When there is a dispute regarding an employee's mental or physical fitness for services, the case shall be handled in the following manner:

a. The General Chairman or the Director Labor Relations may file with the other party a written protest which shall include a copy of the medical finding; such protest shall be submitted within thirty (30) days of knowledge of such dispute. Should the medical findings of the employee's doctor conflict with those of the carrier's doctor, the management and the employee shall each select a doctor, notifying each other of the name and address of the doctor selected. The two doctors thus selected shall confer and select a neutral third doctor (qualified as an expert in the field of medicine involved and qualified by the American Board or equally rated Society) who will reexamine the employee. If the two partisan doctors fail to agree on the selection of the neutral doctor, the State Medical Association will be requested to submit a list of five (5) names of experts qualified as provided above in the field involved; the partisan doctors will then select one from such list.

b. The neutral doctor thus selected will examine the employee and render a report within a reasonable time, not exceeding thirty (30) days from the date of his examination, setting forth his findings as to the physical condition of the employee to meet the Carrier's medical standards. Such findings shall be accepted as final and binding.

The doctors selected by the management and employee may make to the neutral doctor any representations which they believe pertinent in connection with the examination. If representations are made in writing, copy of such representation
shall be furnished the other party's doctor. If the neutral doctor decides that the employee is fit to continue in service and properly perform the employee's normal duties, such neutral doctor shall also render a further opinion, as to whether such fitness existed at the time the employee was absent from service. Should the neutral doctor conclude that the employee possessed such fitness if withheld from service, the employee will be compensated for actual loss of normal earnings during the period withheld for each working day withheld from assignment and will not be deprived of any other contractual benefit to which he may be eligible.

c. Should the decision be adverse to the employee and his doctor later contends that the physical condition for which he was disqualified has improved sufficiently to allow him to work, a re-examination by the carrier's doctor will be arranged upon written request of the General Chairman.

d. The fee of the neutral doctor and any expenses incurred in connection with his examination of the employee shall be borne equally by the carrier and the employee.

E. Replace Section 5 -Seniority of the NSR Student Mechanics Agreement effective May 1, 1971, as amended, with the following:

Student mechanics entering the Carrier's service on and after the date of this agreement shall establish seniority as a Journeyman Carman upon successful completion of three years of training. This three-year period shall consist of 732 qualified training days including any time spent in an upgraded capacity. The seniority date thus established shall commence the first calendar day following the completion of 732 days of training or work.

F. GENERAL PROVISIONS:

It is understood that the parties commit to the reformattin and reprinting of the March 1, 1975 Agreement. In reformatting and reprinting this agreement, it is the intent of the parties to update the previous agreement with subsequent amendments, including applicable parts of nationally negotiated agreements. Except as specifically provided herein, it is not the intention of the parties signatory hereto to otherwise change or modify the application and/or interpretation thereto.

Should unforeseen issues arise as a result of this reformatting and reprinting process, the parties agree to meet in the effort to jointly resolve such issues. In addition, the parties may correct typographical errors and omissions at any time.

This Letter Agreement and accompanying side letters modifies and amends the existing rules (or parts thereof) and agreements, to the extent addressed herein. Other NSR agreement provisions and rules, not in conflict herewith, shall remain in effect. It is agreed that implementing
agreements negotiated pursuant to the S.T.B. (or le.e.) New York Dock conditions (including but not limited to the May 7, 1982 Implementing Agreement between NW/SOU and BRC-TCU and the October 16, 1998 Implementing Agreement between NSR, CSXT, CR and BRC-TCU!TWU continue in effect except for any provisions thereof which are in conflict with this agreement. It is further agreed that the single collective bargaining agreement will not in any way abrogate employee benefits provided in Implementing Agreements negotiated pursuant to New York Dock conditions. This Letter Agreement constitutes full and final disposition of the issues addressed in the organization's attachment "C" as referenced above, and any proposals in pending notices relating to such subject matters are hereby withdrawn.

The parties are currently bargaining nationally on other proposals and it is expected that a national agreement will ultimately be reached. It was agreed that no additional section 6 notices (i.e., other than those that have already been served) will be served prior to the date of such national agreement and the moratorium contained therein.

If the above accurately reflects our understanding please sign the three copies provided and return one copy to me for further handling.

Very truly yours,

H.R. Mobley
Assistant Vice President
Labor Relations

Attachments

Agreed:

J. V Waller, General Chairman
Brof11erhood of Railway Carmen, Div.-TCU

C. Moneypenny,
Director Railroad Division - TWU
Appendix B.

Sample Advertisement Bulletin
**NOTICE - TO ALL CONCERNED**

**VACANCY ADVERTISEMENT BULLETIN**

<table>
<thead>
<tr>
<th>BULLETIN NUMBER:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>POSITION DESCRIPTION:</td>
<td>(Description of work and assignment)</td>
</tr>
<tr>
<td>CRAFT:</td>
<td></td>
</tr>
<tr>
<td>RATE OF PAY:</td>
<td></td>
</tr>
<tr>
<td>LOCATION:</td>
<td></td>
</tr>
<tr>
<td>FORMERLY HELD BY:</td>
<td></td>
</tr>
<tr>
<td>BULLETIN DATE:</td>
<td></td>
</tr>
<tr>
<td>BULLETIN CLOSING DATE:</td>
<td></td>
</tr>
<tr>
<td>COPY TO LOCAL CHAIRMAN:</td>
<td></td>
</tr>
</tbody>
</table>

APPLICATIONS FOR SUCH POSITIONS OR VACANCIES MUST BE FILED IN WRITING WITH THE OFFICER IDENTIFIED ON SAID VACANCY BULLETIN ADVERTISEMENT ON OR BEFORE 12 MIDNIGHT OF THE FIFTH DAY OF THE BULLETIN PERIOD, WITH COPY TO THE LOCAL CHAIRMAN OF THE CRAFT INVOLVED. APPLICATIONS OF EMPLOYEES FAILING TO FOLLOW THIS PROCEDURE WILL NOT BE CONSIDERED.

____________________________________
____________________________________
(Title)

POST TO BULLETIN BOARDS
Appendix C.

Sample Assignment Bulletin
ASSIGNMENT BULLETIN

BULLETIN NO:

DATE:

THE FOLLOWING POSITION/POSITIONS ADVERTISED BY BULLETIN NUMBER
______________________ DATED __________________

POSITION: (Description and assignment)

CRAFT:

LOCATION:

HAS BEEN AWARDED TO: (Name(s))

EFFECTIVE:

Please report to the undersigned on____________________________, at________ AM/PM

____________________________________
(Title)

POST TO BULLETIN BOARDS

cc: (local chairman)
Appendix D.

Sample Transfer Form
TRANSFER FORM

Date: ________________________________

____________________________________
(Officer in Charge)

This is to be considered as notice under the provisions of Rule 16 of the Agreement of my desire to transfer

To Location: ________________________________________________________________

From Location: ______________________________________________________________

Effective ______________________________ 20_______

Signed: ___________________________________________________________________

Name: _____________________________________________________________________

(Print name)

Currently represented by   BRC     TWU       (Circle one)

Employee Number:______________________________

Address: _______________________________________

Phone Number: ____________________________________

cc: Local Chairman
Appendix E.

Union Shop Agreement
UNION SHOP

AGREEMENT

between

SOUTHERN RAILWAY COMPANY
THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAIL WAY COMPANY
HARRIMAN AND NORTHEASTERN RAILROAD COMPANY
THE ALABAMA GREAT SOUTHERN RAIL ROAD COMPANY
(including Woodstock and Blocton Railway Company)
NEW ORLEANS AND NORTHEASTERN RAILROAD COMPANY
THE NEW ORLEANS TERMINAL COMPANY
GEORGIA SOUTHERN AND FLORIDA RAIL WAY COMPANY
ST. JOHNS RIVER TERMINAL COMPANY

AND

Employees of each such company as represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations

Effective April 15, 1953
AGREEMENT

This Agreement made this 21st day of February, 1953, by and between Southern Railway Company, The Cincinnati, New Orleans and Texas Pacific Railway Company, Harriman and Northeastern Railroad Company, The Alabama Great Southern Railroad Company (including Woodstock and Blocton Railway Company), New Orleans and Northeastern Railroad Company, The New Orleans Terminal Company, Georgia Southern and Florida Railway Company and St. Johns River Terminal Company, respectively (hereinafter referred to as "Carrier"), and employees of each such company as represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, withnesseth:

IT IS AGREED:

Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty (30) days within a period of twelve (12) consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreement.

Section 2.

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

Section 3.

(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty (30) days or more, are (1) furloughed on account of force reduction, (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employee return to any service covered by the said Rules and Working Conditions Agreements and continue therein
thirty (30) calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within five (35) calendar days from date of their return to such service.

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

(c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this Section 3, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.

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

Section 4.

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

Section 5.

(a) Each employee covered by the provisions of this agreement shall be considered by the carrier to have met the requirements of the agreement unless and until such carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by
Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the carrier and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the carrier will, within ten (10) calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten (10) calendar days from the date of receipt of such notice, request the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten (10) calendar days of the date of receipt of request therefore. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the organization, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty (30) calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

(b) The carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within twenty (20) calendar days from the date that the hearing is closed, and the employee and organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the rules and working conditions agreement shall be terminated within twenty (20) calendar days of the date of said decision except as hereinafter provided or unless the carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employee or the organization it may be appealed in writing, by Registered Mail, Return Receipt Requested, directly to the highest officer of the carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten (10) calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal, shall be rendered within twenty (20) calendar days of the date the notice of appeal is received, and the
employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty (20) calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten (10) calendar days from the date of the decision the organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.

(c) If within ten (10) calendar days after the date of a decision on appeal by the highest officer of the carrier designated to handle appeals under this agreement the organization or the employee involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person anyone of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty (30) calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employee.

(d) The time periods specified in this Section 5 may be extended in individual cases by written agreement between the carrier and the organization.

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

(f) The General Chairman of the organization shall notify the carrier in writing of the title(s) and addressees) of its representatives who are authorized to serve and receive the notices described in this agreement. The carrier shall notify the General Chairman of the organization in writing of the title(s) and addressees) of its representatives who are authorized to receive and serve the notices described in this agreement.
(g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

Section 6.

Other provisions of this agreement to the contrary notwithstanding, the carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The carrier may not, however, retain such employee in service under the provisions of this Section 6 for a period in excess of sixty (60) calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety (90) calendar days from date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this Section 6 shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

Section 7.

An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof If the final determination under Section 5 of this agreement is that an employee’s seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the sixty (60) or ninety (90) day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim or on behalf of any employee against the carrier in favor of the organization or other employee based upon an alleged violation, misapplication or noncompliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that service shall give rise to no liability against the carrier in favor of the organization or other employee based upon an alleged violation, misapplication or noncompliance with any part of this agreement.

Section 8.

In the event that seniority and employment under the rules and working conditions agreement is terminated by the carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the carrier against any and
all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this Section 8 shall not apply to any case in which the carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such carrier acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense of the carrier in defending suits by employees whose seniority and employment are terminated by the carrier under the provisions of this agreement.

Section 9.

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

Section 10.

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

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

Section 11.

This agreement shall become effective on April 15, 1953, and is in full and final settlement of notices served upon the carriers by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented by each organization on each of said carriers as heretofore stated. This agreement will remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Washington, DC, this 27th day of February 1953.
AGREEMENT

between
SOUTHERN RAILWAY COMPANY
THE CINCINNATI, NEW ORLEANS AND TEXAS
PACIFIC RAILWAY COMPANY
THE AIABAMA GREAT SOUTHERN RAILROAD COMPANY
NEW ORLEANS AND
NORTHEASTERN RAILROAD COMPANY
THE NEW ORLEANS TERMINAL COMPANY
GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY
ST. JOHNS RIVER TERMINAL COMPANY

and their employees
represented by

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION
INTERNATIONAL ASSOCIATION OF ELECTRICAL WORKERS
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
BROTHERHOOD RAILWAY CARMEN OF THE UNITED STATES AND CANADA
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS & HELPERS

WHEREAS, question has been raised concerning the intent of Section 2 of the Union Shop Agreement dated February 27, 1953 as it relates to student mechanics employed under the May 6, 1971 Agreement in that said student mechanics occupy positions which are not subject to the bulletining and displacement-rules of the scheduled Agreement; and

WHEREAS, it is desired that there be no misunderstanding concerning applicability of the Union Shop Agreement to said student mechanics:

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

Student mechanics employed in - the respective classes or crafts represented by the organizations signatory hereto under the May 6, 1971
Agreement are subject to and are covered by the provisions of Section 1 of the Union Shop Agreement dated February 27, 1953 and are therefore required to become members of the organization party hereto representing their craft or class subject to the terms and conditions set forth in said Union Shop Agreement within 60 calendar days of the date they are first employed as student mechanics.

Signed at Washington, D.C. this 19th day of June, 1972.

For the Employees: For the Carriers:

(s) by O. V. Carter (s) by R.E. Faomis
General Chairman Assistant Vice President
Sheet Metal Workers Labor Relations
International Association

(s) by Ce Ce Williams, Jr.
General Chairman
International Association of
Electrical Workers

(s) by F.R. Bauchamp
General Chairman
International Association of
Machinists and Aerospace Workers

(s) by L. R. Stradman
General Chairman
International Brotherhood of Boiler-
Makers, Iron Ship Builders, Blacksmiths,
Forgers & Helpers

(s) by
General Chairman
Brotherhood Railway Carmen of
the United States and Canada
Appendix F.
Vacation Agreement
VACATION AGREEMENT

PREAMBLE
This agreement is entered into between each of the carriers listed and defined in Appendices "A," "B" and "C," attached hereto and made a part hereof, represented respectively by their duly authorized Conference Committees, signatory hereto, as parties of the first part, and the employees of said carriers, represented by the organizations, signatory hereto, by their respective duly authorized executives, on behalf of which employees requests for vacations have been made as listed in the Appendices above identified, as parties of the second part, and is to be construed as a separate agreement by and between and in behalf of each of said carriers and its said employees for whom such requests have been made.

This agreement is executed as a result of the recommendations of the Emergency Board appointed by the President of the United States, September 10, 1941 and its report dated November 5, 1941 respecting the vacation with pay dispute, mediation proceedings between the parties with the participation and assistance of the Emergency Board and its supplementary report of December 5, 1941.

ARTICLES OF AGREEMENT
Insofar as applicable to employees covered by this agreement, the Vacation Agreement dated December 17, 1941, as amended, shall continue in effect and is further amended by the agreement of January 1, 1982, by substituting the following Article I(c) and (d) for the corresponding provisions contained in Article III of the Agreement of December 6, 1978 to read as follows:

1. (a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(b) Effective with the calendar year 1973, an annual vacation often (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 1950-59 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

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

(d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.

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

(f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.

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

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

(i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.
(j) 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 year of his return to railroad service but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

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

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

(m) (Amended, effective January 1, 1973) An employee's vacation period will not be extended by reason of any of the nine recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the nine holidays enumerated above, or the employee's birthday, or any holiday which by local agreement has been substituted therefore falling within his vacation period.


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.
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.

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 the 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.

(Effective January 1, 1955, Article 5 amended by adding the following):

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.

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.

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.

8. (Effective September 1, 1960, Article 8 amended to read):

The vacation provided for in this agreement shall be considered to have been earned when the employee has qualified under Article I hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance 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 therefore under Article 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

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

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 percent 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.

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.

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 therefore under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

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

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

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.

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 Committee 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.
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 1, 1942, shall remain in full force and effect.

In Articles 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 Articles 1 and 2 hereof.

(Effective January 1, 1973. Article 15 amended to read:

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, or 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.

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

17. **SIGNED AT CHICAGO, ILLINOIS. THIS 17th Day of December 9, 1941.**

(Signatures and Appendices A, Band C are not here reproduced.)
Appendix G.
Personal Leave
ARTICLE X - PERSONAL LEAVE

Section 1

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

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

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

Section 2

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

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

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

Section 3

This Article shall become effective on January 1, 1982 except on such carriers where the organization representative may elect to preserve existing local rules or practices pertaining to personal leave days and so notifies the authorized carrier representative on or before such effective date.
Mr. C. E. Wheeler
General President
Brotherhood Railway Carmen –
Division of BRAC
4929 Main Street
Kansas City, Missouri 64112

Dear Mr. Wheeler:

During the negotiations of the Agreement of this date we discussed situations where personal leave days are taken either immediately preceding or following a holiday.

This reconfirms our understanding that the work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day is considered as the qualifying day for holiday purposes.

Please indicate your Agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

C.E. Wheeler
Appendix H.
Bereavement Leave
Bereavement Leave

"Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic days' pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner."
Bereavement Leave

Q-I: How are the three calendar days to be determined?

A-I: An employee will have the following options in deciding when to take bereavement leave.

   a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;

   b) three consecutive calendar days, ending the day of the funeral service; or

   c) three consecutive calendar days, ending the day following the funeral service.

Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

Example: Employee has a work week of Monday to Friday - off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?

A-3: A maximum of two days.

Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

A-4: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

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

A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.
Appendix I.
Student Carmen Agreement
(November 1, 2002)
AGREEMENT

between

NORFOLK SOUTHERN RAIL WAY COMPANY

and their employees represented by

BROTHERHOOD RAILWAY CARMEN DIVISION – TCU

It Is Hereby Mutually Agreed As Follows:

The Agreement between the parties hereto, effective May 1, 1971, dated May 6, 1971, as well as all subsequent Student Training Agreements are hereby amended effective January 1, 2003, to read as follows:

The parties hereto agree and recognize that joint, cooperative efforts between them are required to provide a workable training program that can realistically improve the availability of competent mechanics who are skilled in the respective trades.

The parties therefore mutually agree to modernize the former apprentice agreements as revised as set forth herein below.

SECTION I - General Committee on Training

(a) A general committee on training is hereby established which shall be composed of three representatives of management, who shall be selected by the proper officer of the Carriers, and three representatives of the organization, who shall be selected by the General Chairman thereof

(b) Officers of the Committee, a chairman and secretary, are to be selected - one from representatives of management and one from representatives from the organization. The Chairman shall be selected by management and the Secretary by the general chairman of the organization.

(c) The purpose and function of the General Committee on Training provided for herein shall be to act in an advisory capacity to the designated representatives of management in the matter of training schedules and training concentration with the view of continually improving and upgrading the training programs.

(d) The Committee chairman shall arrange regular meetings semi-annually which must be attended by the Committee members or their representatives. Special meetings may be arranged for by the Committee chairman or at the request of three or more of the Committee members.
SECTION 2 - Selection of Student Carmen

The selection of student carmen shall be on the basis of background, experience, ability to learn and other factors relative to job performance. Student carmen will be selected without regard to race, creed, color, sex or national origin.

For the purposes of this agreement, the term "student carman" is synonymous with the term "carman apprentice." Likewise, "promoted student carman" is synonymous with "upgraded carman apprentice."

SECTION 3 - Probationary Period

The probationary period for student carmen who enter Phases I, II and III, or enter Phase IV prior to going through Phase I, II and III, extends to 60 creditable days of training in Phase IV after completion of Phases I, II and III regardless of the order of training.

SECTION 4 - Student Carmen Employed After the Effective Date of This Agreement

(a) Student carmen employed after the effective date of this Agreement shall undergo training for a period of not more than 3 years, i.e., a total of 732 work days.

(b) The training program shall consist of four basic phases consisting of:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Orientation</td>
</tr>
<tr>
<td>II</td>
<td>Academic Training</td>
</tr>
<tr>
<td>III</td>
<td>Laboratory Training</td>
</tr>
<tr>
<td>IV</td>
<td>On-the-Job Training</td>
</tr>
</tbody>
</table>

(c) Training time during Phases I, II and III of the training program shall be credited toward the completion of the required creditable days of training as set forth in SECTION 4(a) above.

1. Phase I - Orientation, and Phase II - Academic Training - of the training program are to be provided by an accredited technical school along the lines of the Carrier. However, Carrier may, at its election, provide its own staff and training facilities at a suitable location on the property.

2. Phase III - Laboratory Training - may be conducted in one of the Carrier's modern repair shops, such as the one at Norris Yard, Birmingham, Alabama, or in a similar facility elsewhere. Student carmen will receive training instructions and practical experience in the work of their craft as covered by the respective classification of work rule at this specially equipped, modern shop facility as might otherwise not be available due to lack of facilities at the location at which employed during Phase IV of the training program.
3. Insofar as feasible, student canmen shall be assigned during Phase IV - On-the-job training, at the point at which they are to be employed as carmen in the craft upon satisfactory completion of the training program. During this Phase IV, student carmen shall receive on-the-job training working with qualified mechanics and gaining practical experience performing the various phases of the work of their craft.

4. A creditable day of training during Phase IV shall consist of 8 hours, exclusive of overtime. During such Phase IV, student carmen shall be assigned a work week of 40 hours, consisting of five days of 8 hours each with two consecutive days off. Such assignments may consist of work days, rest days, and shifts as designated by the Carrier to best facilitate the training being given at the time and the work schedule established in accordance with item (3) above provided there is a journeyman carman assigned to the same shift. This will not preclude a student carman from working overtime with a journeyman to finish a job; however, this will not be used to the detriment of other carmen.

NOTE: Effective June 1, 1984, a cumulative record of time, in hours and minutes worked by student carmen during Phase IV shall be maintained and days of training shall be computed on the basis of eight (8) of such hours constituting a creditable day of training.

5. Student carmen shall not be promoted prior to the completion of a minimum of 366 days of training except in unusual circumstances and only then by agreement between the Carrier and the General Chairman. Student carmen may be promoted at any time after completion of 366 days of training according to the needs of service, except that student carmen will not be temporarily upgraded to fill temporary vacancies.

6. An employee in promoted student carman status shall be paid the rate established for a journeyman of their craft while working in such promoted capacity.

7. A student carman so promoted shall not establish seniority as a journeyman but shall have his name placed on a special list of promoted carmen at the point employed with date promoted shown opposite his name. When the force is reduced for any reason no carmen will be laid off until all promoted student carmen have been set back in the reverse order of the date promoted.

8. Promoted student carmen who have not completed their 732 days are subject to be displaced by journeyman carmen.

9. While student carmen do not establish seniority, except as promoted student carmen under this SECTION 4, Item( c )(7) above, creditable days of training shall govern when necessary to determine the senior student carman for purposes of promotion and for reasons set forth in SECTION 8 below. The parties hereto recognize the rights of journeyman carmen under the schedule agreement and no
provision of this agreement shall be used to the detriment of such journeyman carman.

SECTION 5 – Seniority

(a) Student carmen entering the Carrier's service on or after the date of this agreement shall establish seniority as a journeyman carman upon successful completion of three years of training. This three-year period shall consist of 732 qualified training days including any time spent in an upgraded capacity. The seniority date thus established shall commence the first calendar day following the completion of 732 days of training or work.

(b) Two or more student carmen establishing seniority as journeyman Carmen on the same date shall be ranked on the seniority roster in accordance with the following guidelines in the order listed:

(1) Student carmen with the earlier hire date shall be ranked senior.

(2) Student carmen who had previous service with the Carrier shall be ranked senior.

(3) Student carmen with earlier birth dates shall be ranked senior.

(c) Student carmen who are furloughed at the home point while undergoing training during Phase IV of the Student Carman Training Program who are subsequently permitted to transfer to any other point, and who are working at a point to which transferred, upon successful completion of the total days of training, shall be treated with respect to establishment of seniority as a journeyman in the craft of the following manner:

1. The student carman involved shall establish seniority and have their name placed on the carmen seniority roster at the point at which working, effective with the date they successfully complete their total days of training and shall be shown on the home point seniority roster with the seniority date to which entitled at that point.

2. Upon being recalled to the home point in accordance with Rule 21, the student carman may elect, at the time, to remain at the point to which transferred and retain the seniority date established, thereby forfeiting all rights at the former home point, or

3. Upon being recalled to the home point in accordance with Rule 21, the student carman involved may elect to return to the home point, thereby retaining his seniority date at such point and forfeiting all rights at the point to which transferred. Such student carmen will be required to report and protect such seniority at the home point within ten (10) days following recall.
SECTION 6 - Rates of Pay for Student Carmen

(a) The rate of pay for student carmen during Phases I, II, and III of the Training Program shall be $350.00 per week, plus room and board. The classroom schedule, i.e., the number of hours each day, not to exceed ten (10), and the number of days each week, will be determined by the classroom instructor as conditions permit and with due consideration to the interest of the majority of the employees.

In the event the students are trained for eleven (11) consecutive days under this provision, they will be permitted to take three (3) consecutive days off every other weekend.

(b) The rate of pay for student carmen during Phase IV of the Training Program shall be as follows:

   (1) For the first 244 creditable days of training, student carmen shall be paid 75% of the full carman rate of pay, including COLA. However, during Phases I, II and III, the rate of pay for student carmen provided in Section 1 shall apply.

   (2) For the second 244 creditable days of training, student carmen shall be paid 80% of the full carman rate of pay, including COLA.

   (3) For the third 244 creditable days of training, student carmen shall be paid 85% of the full carman rate of pay, including COLA.

(c) Upon completion of 732 days of training and establishment of full journeyman status, the rate of pay shall be increased to the full carman rate of pay, including COLA.

(d) Student carmen unless promoted in accordance with Paragraph (c)5 of Section 4 of this agreement are not entitled to the six cents per hour differential provided for in Rule 74 of the basic agreement, or any other differential, when engaged in burning and/or welding as part of their training.

SECTION 7 - Expenses for Student Carmen

Lodging and meals will be provided by the Carrier for student carmen required to live away from their homes during Phases II and III of the training program or an allowance will be established therefore. Allowances established will be uniformly applied.

SECTION 8
(a) At small points where a temporary vacancy in a position of journeyman mechanic (such as one caused by the absence of the assigned journeyman due to illness, accident, or other good cause) has not been filled in accordance with the basic schedule Agreement and results in a student carman being required to work on his normal shift in the absence of a journeyman carman, the student carman so worked (if more than one, the senior student carman as defined in Section II hereof) shall be compensated for service performed on the shift involved at the full rate of journeyman carman.
(b) Should student mechanic at a diesel shop be required on occasion to work a shift in the absence of a mechanic of their craft on duty (brought about by the agreed upon higher ratio of student mechanics on certain shifts at a diesel shop), the senior student mechanic of the shift involved, as defined in Section II hereof, shall be paid under the principle of Paragraph (a) above for service performed at the full rate of journeyman mechanic for his craft.

(c) In the event of a vacancy in a position of journeyman carman and Carrier is unable to fill the same by calling journeyman carmen, the senior available student carman may be called and used to fill the vacancy. A student carman so used shall be compensated on the basis of the full rate of journeyman carman for such service performed.

SECTION 9
This Agreement shall constitute the applicable agreement providing for rates of pay and training for student carmen and promoted student carmen and shall be effective January 1, 2003.

Signed at Norfolk, Virginia this 1st day of November, 2002.

FOR THE EMPLOYEES: FOR THE CARRIER:

J.W. Waller, General Chairman H. R Mobley, Assistant Vice President
In discussion following a meeting of the General Committee on Training for student mechanics on March 22, 1978, question was raised over application of Rule 24 -- Force Reduction, as changed in the Agreement effective March 1, 1975, in particular, application of Section (d) thereof, involving restoration of forces and procedure insofar as promoted student mechanics and promoted helpers were concerned.

Initially, it was recognized by all present that in the restoration of forces following a force reduction, positions to be established are required to be bulletined and assignments thereto made in accordance with Rule 20 -- Vacancies (Permanent) or New Positions. Journeyman mechanics in the respective crafts, after being notified to return to service in the restoration of forces under Section (d) of Rule 24, are privileged to make application for bulletined vacancies or positions...
and to be assigned thereto as provided in Rule 20 in accordance with their seniority and qualifications. It was agreed that after all journeyman mechanics in a craft have been so assigned, promoted student mechanics in the craft involved notified to return to service shall be privileged to make application for remaining bulletined vacancies or positions and be assigned thereto in accordance with their seniority date as established under Section 4(c)(7) of the Student Mechanic Agreement. If after recall of all promoted student mechanics of a craft bulletined vacancies or positions in that craft still exist, helpers having been promoted under Rule’39 shall be privileged to make application for and be assigned to such positions in accordance with their seniority as promoted helpers for their craft.

Student mechanics (non-promoted) of the respective crafts shall be notified to return to service to the extent that such students are required for further training and in compliance with the agreed-upon ratio of student mechanics to mechanics as set forth in Rule 38.

If you are in agreement with the interpretation or the agreement as set forth above, will you please so signify by signing this letter in the space provided below and return the same to me for my record, retaining the attached copy thereof for your record.

Very truly . .

Assistant Vice President,
Labor Relations.

Mr. E. L. Deal, General Chairman
Brotherhood Railway Carmen

Mr. W. P. Gordon, General Chairman
Int'l Brotherhood of Boilermakers

Mr. C. C. Williams, General Chairman
Int'l Brotherhood of Electrical Workers

I Concur:

Mr. C.A. Meredith General Chairman
Int'l Brotherhood of Electrical Workers
Gentlemen:

This is in reference to the Student Mechanic Agreements dated May 1, 1971 and June 1, 1984 respectively, and our recent discussions regarding the inability of the Carrier's training facility at McDonough, GA, to process new employees through Phases I, II, and III, at the beginning of their employment.

It was agreed that Carrier may, at its discretion, place new employees in service in Phase IV and defer Phases I, II and III training until such time as facilities become available. Rates of pay for these employees will be governed by applicable agreements for each phase of training.

Please indicate your concurrence with the above by signing in the spaces provided below.

Very truly yours,

R. S. Spenski
Sr. Assistant Vice President Labor Relations

Agreed:

J.L. Kries, General Chairman
BRC Division TCU

J.B. Lamanca, General Chairman
BRC Division TCU

M.L. Crawford, General Chairman
BRC Division TCU

D.L. Jennings, General Chairman
BRC Division TCU

Operating Subsidiaries: Norfolk and Western Railway Company / Southern Railway Company / North American Van lines, Inc,
Appendix J.

Promotion of Student Carmen - Croxton
(February 4, 2000)
February 4, 2000
TN-2-CM

Mr. J. W. Medley
General Chairman BRC-Div. TCD
2823 Williamson Road, NE
Suite #3
Roanoke, VA 24012

Dear Mr. Medley:

Due to the current requirements of service and the unusual job market in Croxton, New Jersey (Newark), most skilled positions in outside industry pay more than our student training program rates, this condition prohibits Carrier from attracting and holding good candidates for employment in the shop crafts. Accordingly, Division Manager Mechanical Operations S. Kershaw has requested that the following student carmen be promoted:

NAME       CRAFT

M. Fares    Carmen
F. S. Lewis Carmen
E. S. Curtis Carmen
T. Jenkins  Carmen
N. S. Gomo   Carmen
C. J. Colon Carmen

This will also confirm our understanding that new student carmen hired in the future at Croxton, New Jersey may be promoted after six months to one year of training based on Carrier's determination that they have made reasonable progress in their student training.
Please indicate your concurrence in the above by signing below.

Very truly yours,
A. J. Licate

Assistant Director
Labor Relations

Agreed:

___________________________
General Chairman        BRC/TCU
Appendix K.

Daylight Savings Time
(July 11, 2000)
AGREEMENT

BETWEEN

NORFOLK SOUTHERN RAILWAY COMPANY
(FORMER SOUTHERN RAILWAY COMPANY)
(FORMER NORFOLK AND WESTERN RAILWAY)
NORFOLK AND WESTERN RAILWAY COMPANY
(Including Former NKP)

and

BROTHERHOOD RAILWAY CARMEN - DIVISION TCU

THE PARTIES HERETO AGREE:

1. Employees on duty when the change is made from Standard to Daylight saving Time in a calendar year and who complete such tours of duty will be allowed eight hours pay for such tour of duty. If these employees are also on duty when change is made back to Standard Time in the same calendar year and complete that tour of duty, they will be allowed eight hours pay for that tour of duty.

2. Employees not on duty when change is made from Standard to Daylight saving Time, but who are on duty when the change is made back to Standard Time will be released from duty after eight hours or, if required to remain on duty in excess of eight hours, will be paid at the applicable time and one-half rate of pay for all time worked in excess of eight hours.

3. This agreement shall be effective-July 11, 2000, and shall continue in effect until changed under the provisions of the Railway Labor Act, as amended, unless otherwise mutually agreed.


FOR THE BROTHERHOOD RAILWAY,
CARMEN DIVISION, TCU:

______________________________
General Chairman

FOR THE NORFOLK SOUTHERN RAILWAY COMPANY

______________________________
Asst. Vice President-Labor Relations
Appendix L.

Side Ltr 1 - Training Gang Leaders
(November 1, 2002)
Mr. J. V. Waller
General Chairman BRC Div.-TCU
Joint Protection Board No. 200
127 Baron Circle
Corryton, TN 37721

Dear Mr. Waller:

This refers to our recent discussions concerning the future need for additional technical training for shop craft employees beyond that provided through our McDonough Training Center. During our discussions it was agreed:

Carrier may appoint a Training Gang Leader (TGL) from the ranks of journeyman mechanics with consideration given to seniority, experience and qualifications.

One TGL may be initially appointed for each Division or car repair shop and, if needed, each Division or car repair shop may appoint a TGL for each shift. As future conditions merit, other ones may be established on each Division or at each car repair shop subject to the concurrence of the general chairman.

TGLs will be paid for work performed in the same manner as Carman Leader. The differential paid for time actually spent in performing TGL duties shall be $1.00 per hour. All hours worked by a TGL in performing journeyman mechanic duties shall be paid at the journeyman rate of pay and TGLs may be used to provide training and instruction on an as needed basis.

The duties of a TGL shall include preparation and presentation of training materials/technical support in addition to work of the craft. When not providing such training/technical support, a TGL will work with his tools.

Mechanics appointed to TGL will retain their seniority as mechanic at the last point employed as mechanic. When shop forces are reduced they will be cut off in line with their mechanic's seniority. In the restoration of forces they will be returned to service in accordance with their mechanic's seniority.
The general chairman will be consulted in these matters as the positions are established and as questions arise.

This agreement will become effective January 1, 2003 and will remain in effect subject to cancellation upon 0 days written notice served by either party upon the other.

Please indicate your concurrence by signing in the space below and returning a copy for our files.

Very truly yours,

H.R. Mobley  
Assistant Vice President  
Labor Relations

I agree:

_____________________________ ____________________________  
J. V. Waller, General Chairman  
Brotherhood Railway Carmen, Div.-TCU  

_____________________________  
C. Moneypenny  
Director Railroad Division - TWU
Appendix M.

Side Ltr 2 - Assignment of Work Practices
(November 1, 2002)
November 1, 2002

CS-CM-6-104

Side Letter 2

Mr. J. V. Waller
General Chairman BRC Div.-TCU
Joint Protection Board No. 200
127 Baron Circle
Corryton, TN 37721

Dear Mr. Waller:

This refers to conference of April 29 and 30, 2002, in connection with Attachment "C" only of your Section 6 Notice dated November 1, 1999 and the Carrier's counterproposals served in connection therewith.

During our discussions it was agreed that effective January 1, 2003, the March 1, 1975 Southern Railway Company Agreement (NSR), as amended, would be applicable to all Carmen on a system-wide basis.

In line with this change it was agreed that practices involving the assignment of work on the effective date of this agreement at a point where such work is exclusively performed and generally recognized as Carmen's work at that point will be retained under this new system-wide agreement.

This is not intended to restrict the Carrier's right to assign work under existing agreement provisions such as: expanded Incidental Work Rule, September 25, 1964 National Agreement, emergency work rule(s), outlying point rule, supplemental sickness agreement, or other applicable national agreement provisions.

Moreover, this will not serve to change the manner in which work has been performed at any point by other crafts, either under agreements with other labor organizations or by past practice; nor will this serve to change the manner in which work has been performed at any point by outside concerns.

Operating Subsidiary: Norfolk Southern Railway Company
Please indicate your concurrence by signing in the space below and returning a copy for our files.

Very truly yours,

H.R. Mobley
Assistant Vice President
Labor Relations

I agree:

_____________________________ ____________________________
J. V. Waller, General Chairman C. Moneypenny
Brotherhood Railway Carmen, Div.-TCU Director Railroad Division - TWU
Appendix N

Side Ltr 3 –
Carmen Leaders pay for turnover duties
(November 1, 2002)
Mr. J. V. Waller
General Chairman BRC Div.-TCU
Joint Protection Board No. 200
127 Baron Circle
Corryton, TN 37721

Dear Mr. Waller:

This refers to conference of April 29 and 30, 2002, in connection with Attachment "C" only of your Section 6 Notice dated November 1, 1999 and the Carrier's counterproposals served in connection therewith.

During our discussions it was agreed that effective January 1, 2003, the March 1, 1975 Southern Railway Company Agreement (NSR), as amended, would be applicable to all Carmen on a system-wide basis.

In line with this change it was agreed that employees currently occupying Supervisory Gang Leader, Working Gang Leader, and Carmen Leader positions will continue to hold their regular assignment under the newly-applicable agreement until such employees attrite or until their position is abolished.

When Carmen Leader positions are bulletined after the effective date of this agreement, employees so assigned will be paid in accordance with existing skill differential pay rules and interpretations, and such employees who perform turnover duties up to forty minutes outside their tour of duty will be paid one hour at the straight time rate of pay for such service.

Please indicate your concurrence by signing in the space below and returning a copy for our files.

Very truly yours,

H.R. Mobley
Assistant Vice President
Labor Relations

I agree:

_____________________________ ____________________________
J. V. Waller, General Chairman C. Moneypenny
Brotherhood Railway Carmen, Div.-TCU Director Railroad Division – TWU
Appendix O.
Side Ltr 4 - Preservation of rates of pay prior to January 1, 2003
(November 1, 2002)
November 1, 2002
CS-CM-6-104
Side Letter 4

Mr. J. V. Waller
General Chairman BRC Div.-TCU
Joint Protection Board No. 200
127 Baron Circle
Corryton, TN 37721

Dear Mr. Waller:

This refers to conference of April 29 and 30, 2002, in connection with Attachment "C" only of your Section 6 Notice dated November 1, 1999 and the Carrier's counterproposals served in connection therewith.

During our discussions it was agreed that effective January 1, 2003, the March 1, 1975 Southern Railway Company Agreement (NSR), as amended, would be applicable to all Carmen on a system-wide basis.

In line with this change it was agreed that employees currently holding a position whose rate of pay is greater than the corresponding rate of pay applicable under the March 1, 1975 NSR agreement, as amended, will continue to receive such higher rate of pay until such time as they leave the position they occupy through bid or displacement or their position is abolished. Thereafter such employee's rate of pay will be determined by the rates of pay applicable to the March 1, 1975 NSR agreement, as amended.

It was understood and agreed that Side Letter #8 of the October 16, 1998 Implementing Agreement between NSR, CSXT, CR and BRC-TCUnwu remains in full force and effect pursuant to its terms.

Please indicate your concurrence by signing in the space below and returning a copy for our files.

Very truly yours,

H.R. Mobley
Assistant Vice President
Labor Relations

I agree:

J. V. Waller, General Chairman
Brotherhood Railway Carmen, Div.-TCU

C. Moneypenny
Director Railroad Division – TWU
Appendix P.

Side Ltr 5 - Transfer from another craft
(November 1, 2002)
November 1, 2002
CS-CM-6-104
Side Letter 5

Mr. J. V. Waller
General Chairman BRC Div.-TCU
Joint Protection Board No. 200
127 Baron Circle
Corryton, TN 37721

Dear Mr. Waller:

This refers to conference of April 29 and 30, 2002, in connection with Attachment "c" only of your Section 6 Notice dated November 1, 1999 and the Carrier's counterproposals served in connection therewith.

During our discussions it was agreed:

In the event a furloughed shop craft employee desires to transfer to the Carman craft to fill an existing vacancy, which cannot be filled from furloughed employees of the Carman craft, it is recognized that he may do so in accordance with the principles of NSR Rule 16 where applicable.

If such transferring employee is a journeyman of his craft, he will be placed as a Student Carman at the highest step rate paid to student carmen (85% of the full journeyman rate of pay) while completing Phase IV training, unless some other arrangement is made by the Company and the General Chairman. Such employee will remain at that 85% rate of pay while in Phase IV until the student attains full Journeyman Carman status or until upgraded to promoted Student Carman status in accordance with the applicable Carman student training agreement.

If such transferring employee is a student mechanic of his craft, he will be placed as a Student Carman at the appropriate step rate for a Phase IV Student Carman corresponding to his previous step rate. Thereafter, Student Carman pay while in Phase IV training and while completing any Phase 1, II, and III training will be governed by the applicable Carman student training agreement for such training.

Please indicate your concurrence by signing in the space below and returning a copy for our files.

Very truly yours,

H.R. Mobley
Assistant Vice President
Labor Relations

I agree:

_____________________________ ____________________________
J. V. Waller, General Chairman  C. Moneypenny
Brotherhood Railway Carmen, Div.-TCU  Director Railroad Division – TWU
Appendix Q.

Coupling, Inspection and Testing
(November 19, 1986)
ARTICLE VI - COUPLING, INSPECTION AND TESTING

Article V of the September 25, 1964 Agreement, as amended by Article VI of the December 4, 1975 Agreement, is amended to add the following:

At locations referred to in Paragraphs (a), (c), (d) and (e) where carmen were performing inspections and tests of air brakes and appurtenances on trains as of October 30, 1985, carmen shall continue to perform such inspections and tests and the related coupling of air, signal and steam hose incidental to such inspections and tests. At these locations this work shall not be transferred to other crafts.

Where air brake inspections and tests were removed from the jurisdiction of carmen at locations referred to in the preceding paragraph on or subsequent to October 30, 1985, such work shall be returned to carmen within 60 days of the effective date of this Agreement. Where such work performed by carmen is transferred to another location, carmen shall be utilized to perform such work. Any new air brake inspection work shall be assigned according to principles identifying the traditional delineation between carmen's work and work belonging to operating employees.

Any rules or practices which prohibit or restrict the use of Car Inspectors from working on cars taken from trains for repairs are hereby eliminated. Carmen assigned to make air brake inspections and tests, when not engaged in such work, may be assigned to perform any work which they are capable of performing and which does not infringe on the contractual rights of other employees.

If there has been a diminution of air brake inspections and testing work due to a transfer of the work to another location, the remaining air brake inspection and testing work cannot be assigned to other than Carmen except as provided in the Letter of Understanding attached hereto. If causes other than a transfer of work to another location precipitate the diminution of carmen's air brake inspection and testing work, at the locations identified above, nothing in this Article shall require the employment of a carmen if there is not sufficient work of the craft to justify employing a carmen.* Any dispute as to whether or not there is sufficiency of work shall be determined according to the following procedures:

Upon adequate advance request the General Chairman of carmen shall be allowed access to the location in question to enable him to determine whether or not to request a joint check.

When requested by the General Chairman the parties will undertake a joint check of the work done. During such check, there will be no change made in the scheduling of trains normally operated nor in the work normally assigned for the purpose of affecting the joint check.

If the dispute is not resolved by agreement, it shall be handled under the provisions of Section 3, Second, of the Railway Labor Act, as amended, and pending disposition of the dispute, the railroad may proceed with or continue its determination. If the Board determines that the joint check has not been taken in accordance with the procedures
described herein, the Board shall order another joint check and have the authority to 1) restore abolished positions, 2) award back pay; and 3) take other appropriate remedial action.

The railroad shall have the burden of showing that the operations either were not changed or that any change that was made was for operational reasons and not to affect the joint check.

*See Letter #4.
Mr. C. E. Wheeler  
President  
Brotherhood Railway Carmen -  
Division of BRAC  
4929 Main Street  
Kansas City, Missouri 64112  

Dear Mr. Wheeler:

This confirms our understanding with respect to Article VI of the Agreement of this date. If a carman's position has been properly abolished in accordance with this Article and any air brake inspection work remains at that location, this inspection work may be assigned to other crafts provided:

1) there is insufficient carmen's work (less than 4 hours) to justify the employment or recall of a carman,  
2) the work is not thereafter transferred to other locations unless it is assigned to a carman at the other location.

It should be understood that if the work builds up again at the location in question, the carrier must restore all of the inspection work to carmen.

Please indicate your agreement by signing your name in the space provided below:

Very truly yours,  
C. I. Hopkins, Jr.

I agree:

C. E. Wheeler
Appendix R.

Intermodal Service Workers - Chicago
(March 27, 2000)
March 27, 2000
NA-96-BRC

Mr. J. V. Waller, Jr.
General Chairman, BRC
Joint Protective Board 127 Baron Circle No. 340
Corrytown, TN 37721

Dear Mr. Waller:

This refers to discussion in conference on March 17, 2000 regarding NS' application of Article VI, section 1, Intermodal Service Workers of the September 9, 1996 National Mediation Agreement.

As per your request, we have reviewed the impact of the reduced rate of pay agreement as it applies to carmen in the Chicago area who are assigned to intermodal positions. After careful review of the matter and in consideration of NS' current manpower needs in this highly competitive job market we are agreeable to temporarily suspending the application of this provision of the 1996 National Mediation Agreement in the Chicago area. Therefore, effective immediately carmen in the Chicago area who have successfully completed three years of service will be paid the full carmen's rate of pay regardless of their assignment to an intermodal service worker position.

Very truly yours,

/s/ A. J. Licate

bc: M. D. Manion
M. R. MacMahon
Appendix S.
Intermodal Service Workers - Atlanta
(June 27, 2001)
Mr. J. V. Waller

General Chairman, BRC/Div. TCD
127 Baron Circle
Corryton, TN 37721

Dear Mr. Waller:

This refers to discussion in conference on June 27, 2001 regarding NS's application of Article VI, Section 1, Intermodal Service Workers of the September 9, 1996 National Mediation Agreement.

As per your request, we have reviewed the impact of the reduced rate of pay agreement as it applies to carmen in the Atlanta, Georgia area who are assigned to intermodal positions. After careful review of the matter and in consideration of NS's current manpower needs in this highly competitive job market we are agreeable to temporarily suspending the application of this provision of the 1996 National Mediation Agreement in the Atlanta area. Therefore, effective immediately carmen in the Atlanta area who have successfully completed three years of service will be paid the full carmen's rate of pay regardless of their assignment to an intermodal service worker position.

In the event the Carrier revokes the temporary suspension of the reduced rate of pay agreement at this location, carmen assigned to the point at the time of the change will be red lined and their rate of pay will not be reduced.

Very truly yours,

(s) by A. J. Licate
Appendix T.
Austell Intermodal
(August 25, 1993)
August 25, 1993

IN-3-2 (Atlanta, GA)

Mr. R. P. Wojtowicz  
General President  
Brotherhood of Railway Carmen-TCU  
3 Research Place  
Rockville, MD 20850

Mr. J. V. Waller, Jr.  
General Chairman, BRC Div.-TCU  
127 Baron Circle  
Corryton, TN 37721

Gentlemen:

This refers to our meeting of August 18, 1993, in connection with the changing traffic patterns and traffic mixes to grow Carrier business that is being experienced by Norfolk Southern Railway, initially at Atlanta, Georgia and potentially, in the future, at other locations on our system.

The tremendous demand to expand one of our greatest growth opportunities appears to be with intermodal traffic. This will be, we hope, a significant area of growth; however, this facet of our operations is currently experiencing modest amounts of traffic. As we discussed, these present modest levels of intermodal traffic do not require the number of train yard and rip track carmen and student carmen now assigned at Inman Yard, Atlanta, Georgia. This letter therefore is intended to provide for the excess Atlanta carmen and student mechanics during the period of this traffic growth.

The following arrangements will be made effective immediately to aid our carmen and student carmen in the transition:

• Carrier will provide and continue to update to Atlanta employees a list of locations on our system where new hires are contemplated in the carmen craft. Employees taking BRC positions at other locations will be given credit for all service with Norfolk Southern Railway and its predecessors for the purpose of vacation and personal leave days.
"Red Line" the existing seniority roster and all employees assigned to BRC craft positions, after the effective date of this agreement, will be placed on the bottom of such seniority roster and compensated at a base rate in accordance with Article IV Section 2 of the November 19, 1986 National Agreement.

In the event Carrier should establish an intermodal operation at Austell, Georgia one seniority roster for the carmen's craft will exist involving positions assigned at Inman Yard and Austell.

Other present and future Carrier operations in the greater Atlanta area will be handled in the same manner as such other facilities are currently being operated.

This Agreement shall be effective August 25, 1993.

If this accurately reflects your understanding please sign in the space provided below and return one signed copy to the undersigned.

Very truly yours,

R. S. Spenski

R. S. Spenski

AGREED:

J. V. Waller
General Chairman - BRC Divn. TCU

R. P. Wojtowicz
General President
Appendix U.

Work Classification Charlotte Roadway Shop
(June 30, 1980)
Mr. E. L. Deal, Gen. Chmn.,
Brotherhood of Railway Carmen,
1229 Glenwood Avenue,
Salisbury, N. C.  28144

Mr. J. R. Duncan,
Gen. Chairman, I.A.M.,
P. O. Box 12238,
Knoxville, Tenn.  37912

Mr. W. P. Gordon,
Gen. Chairman, Blacksmiths,
102 W. Cleveland Ave.,
Vinton, Va.  24179

Gentlemen:

A joint meeting was held with you gentlemen on June 23-24, 1980, in Charlotte, N. C., concerning work classification of Carmen, blacksmiths and machinists. The following points were agreed upon:

(1) Anchor Removing Machine head (only). Blacksmiths will continue to build head frames and Machinists will hang cylinders.

(2) All frame work on non-self-propelled carts will be built by Carmen including installation of brakes.

(3) Brake installation on all machines will be done by Carmen.

(4) All other frame work will be done by Machinists other than non-self-propelled machines.

(5) Steps and running boards will be worked by Carmen.
Messrs. Deal, Duncan and Gordon.  

June 30, 1980.

(6) Spike Puller heads will be worked by Blacksmiths for walking spikers, puller and carriage unit only.

(7) All bumper forming will be done by Blacksmiths.

(8) Tieing down and blocking of equipment on equipment cars will be assigned to any and all crafts.

(9) Blacksmiths will work all spring-loaded chocks on Tie Unloading Machines.

(10) Machinists will work all press-on axles and install same.

(11) Carmen will build and Machinists will install all single drive axles.

(12) Blacksmiths will build engine guards for Deutz engines and Machinists will build oil cooler guards for Deutz engines.

(13) Carmen will apply and bolt on all wheels to all axles except press-on axles.

(14) Machinists will build and install all multiple drive axles.

(15) Spike Puller frames will be worked by Machinists.

The above agreed upon items were initialed on June 24, 1980 by E. L. Deal, J. R. Duncan and W. P. Gordon, as well as M. G. Stevens, Jr.

I am enclosing two copies of this letter for each of you. If you concur, will you kindly acknowledge by signing and returning one copy to me for my files.

Yours very truly,

[Signature]

Supt. Maintenance Equipment.

Copy - Mr. M. G. Stevens, Jr.: (2)
Appendix V.

Assignment of Forces at Coosa Pines
(August 14, 1970)
AGREEMENT

This agreement made between Southern Railway Company, Central of Georgia Railway Company and their employees represented by International Association of Machinists and Aerospace Workers and Brotherhood Railway Carmen of the United States and Canada.

IT IS AGREED:

Memorandum agreement between Central of Georgia Railway Company and its employees represented by shop craft organizations comprising Federation No. 26, effective August 16, 1949, relating to the operations at Coosa Pines, Alabama is hereby terminated effective August 16, 1970.

Southern Railway Company shall employ one carman and one machinist at Coosa Pines, Alabama effective August 16, 1970, or as soon thereafter as the positions can be filled under agreement rules, who shall perform inspection, maintenance and running repair work on both diesel electric locomotive units and freight cars at that location. These employees shall be used on a two-year basis, thereby fulfilling the obligation of Southern Railway Company and Central of Georgia Railway Company pursuant to provisions of an agreement between said carriers and Atlantic Coast Line Railroad Company (presently Seaboard Coast Line Railroad Company), whereby each of said carriers are to provide such service alternately in successive years.

This agreement shall be effective for the two-year period beginning August 16, 1970 and for each two-year period thereafter that Southern Railway Company and Central of Georgia Railway Company are required to provide the service herein referred to at Coosa Pines; provided, however, that this agreement may be terminated upon thirty days written notice by said carriers at such time that there is no longer a need for such service.

Signed at Washington, D. C. this 14th day of August, 1970.

For the Employees:

General Chairman
International Association of Machinists and Aerospace Workers

For the Carriers:

Assistant Vice President
Labor Relations

General Chairman
Brotherhood Railway Carmen of the United States and Canada
Appendix W.

Dismantling of Equipment (Memorandum of Understanding)
(November 26, 1934)
In the matter of dispute as to use of Carmen in dismantling of equipment (parts to be used again).

Rule 54 of the Shop Craft agreement provides that when dismantling locomotives, cars and other machinery, the parts to be used again will be dismantled by mechanics or apprentices of their respective crafts.

Agreed that in future as between Stores Department employees and Carmen, this rule will be complied with as follows:

1. When cars are to be scrapped in Stores Department the scrap yard foreman will mark parts to be used again, his judgment to be final so far as disputes between employees are concerned as to whether parts are or are not to be used again. This shall not prevent a handling of the matter for correction in event of claim that rules are violated.

2. Carmen will be drawn from regular shop forces and will dismantle the parts marked to be used again; if necessary in dismantling such parts to be used again that other parts be dismantled which are not to be used again, such dismantling shall not be considered a violation of craft jurisdiction; the intention hereof being that Carmen shall be permitted to complete their job in a workmanlike and economical manner.

3. When parts to be used again have been removed, balance of work will be performed by Stores Department employees.

4. Understood that Carmen will be used only so long as may be necessary (days or fractions of days) to complete the dismantling of parts to be used again, and will then go back to their regular assignment.

5. The above is without prejudice to respective contentions of all signatories hereof as to who shall operate the cutting torch in dismantling and cutting scrap.

Accepted

For the Employees:

General Chairman, Carmen.

General Chairman, Brotherhood of Railway Clerks, representing Storehouse Employees.

For the Management:

Assistant Vice-President.

Southern Railway Company,
The Cincinnati, New Orleans and Texas Pacific Railway Company,
The Alabama Great Southern Railroad Company,
New Orleans and Northeastern Railroad Company,
New Orleans Terminal Company,
Georgia Southern and Florida Railway Company,
St. Johns River Terminal Company,
Harriman and Northeastern Railroad Company,
Northern Alabama Railway Company.

Washington, D. C., November 26, 1954. *
Appendix X.

Handling of Material at Shops
(Ltr Agmt October 9, 1939)
Southern Railway System
Operating Department
Washington, D.C.
October 9, 1889.

Mr. G. A. Link, General Chairman,
Brotherhood of Railway and Steamship Clerks,
Chattanooga, Tennessee.

Mr. S. E. Dyke, President,
System Federation No. 31,
Knoxville, Tennessee.

Mr. R. R. Laugherty, Secretary,
System Federation No. 31,
Knoxville, Tennessee.

Gentlemen:

With further reference to your letter of September 7th, in which you submitted a proposed memorandum of understanding about handling of material in the shops.

We discussed this matter today, at which time the conclusion was reached that the question involved is primarily that of supplying bins or racks, located at various points in the shops and roundhouses, with small items of material, such as bolts, nuts, washers, or any other materials used by shop crafts employees.

To dispose of this matter, it was agreed that in accordance with applicable rules of shop crafts' and Stores Department employees' schedules, material to be placed in such bins or racks would be obtained by shop crafts employees from the storehouse or other point at which such items may be stored. It is also understood that shop crafts employees will deliver a recondition to a storehouse employee as and when such material is obtained.

It is further agreed that pending claims arising in connection with this particular matter are withdrawn.

Your acceptance on the attached carbon copy of this letter will confirm the agreement.

Yours truly,

[Signature]

Assistant Vice-President.
Handling of Material at Shops

Interpretation of the Letter Agreement
of October 9, 1939.

The stocking of bins and racks, referred to in the agreement of October 9, 1939, whether the bins and racks are stationary or portable will be performed in the manner set out in the agreement.

Portable bins will be taken to the storehouse or point of storage by Shopcraft employees and stationed for stocking at a point designated by the Storekeeper. The material called for on requisition will be issued to the Shopcraft employees by Storehouse employees. Such material will then be placed on the rack or in the bin by a Shopcraft employee, and he will transport the rack or bin back to the shop, roundhouse, or other designated point.

CHD 5/19/45
Appendix Y.

Disposition of Jurisdictional Disputes
DISPOSITION OF JURISDICTIONAL DISPUTES

MEMORANDUM OF UNDERSTANDING

With respect to the administration of letter of February 20, 1940, letter of February 23, 1940, and other correspondence with respect to the disposition of jurisdictional disputes.

It is understood that for the purposes of this Memorandum a jurisdictional dispute exists when and if two or more crafts claim the same work.

That they may be fully advised, it is agreed that Company officers and Brotherhood officers will carefully review the following:

Letter of February 20, 1940 (Five General Chairman to Mr. Mackay).
Letter of February 23, 1940 (General Chairman Acuff to Mr. Mackay).
Letter of April 21, 1941 (Executive Council to General Chairman).
Letter of April 29, 1941 (General Chairman to Mr. Mackay).
Letter of June 15, 1941 (Mr. Mackay to General Chairman and Superintendents of Motive Power).

(1) So far as the Railroad Companies are concerned, the following will obtain:

A. If a craft is doing the work, it will continue to do it and will under no circumstances, except as indicated below in item (3) A, be taken off unless and until the two Local Chairmen involved or the two General Chairmen of the crafts involved make an agreement and request that the work be changed.

B. Company officers will under no circumstances entertain committees with respect to jurisdictional disputes as defined above except and unless the Chairman are in agreement. If so in agreement the work will be assigned in accordance with such agreement.

C. If, despite the agreement in (2) A below, workmen or Committeemen approach an officer on the subject of changing men or jurisdiction, as herein defined, such officer must refuse to discuss the matter and cite the complainant to this Memorandum as his authority for such refusal.

(2) So far as the Organizations are concerned, the following will obtain:

A. Except as provided in item (3) A, no employee representative will under any circumstances ask any official that one craft be taken off of work and that it be given to another craft except and unless the Chairman of the respective crafts involved are in agreement that it shall
be done, in which event they shall approach the representa-
tive of Management jointly, nor will they approach Manage-
ment with respect to a jurisdictional dispute as herein
defined unless they are in agreement as to who will do the
work.

B. It is the mandatory duty of the Local Chairmen as far as
humanly possible to settle all jurisdictional disputes be-
tween themselves and, when so settled, handle the matter
jointly with Company officials that the work may be assigned
as agreed upon. Failing to reach a disposition, the re-
spective employee representatives must promptly refer their
respective contentions to their General Chairmen for disposi-
tion.

C. In the event that it should develop, as to a particular job
which is in dispute, that both crafts have formerly performed
similar work at the point where the dispute arises and no
disposition is made between the Local Chairmen, Manage-
ment shall temporarily assign the work to that craft which
in its judgment has performed a majority of such work at
the point involved.

(3) On the part of both parties:

A. If a mechanic of one craft takes it upon himself to per-
form the work of another craft without proper assignment,
the officer in charge, after satisfying himself that he
has so done, will request the man to desist and will properly
assign the work. Should the man fail or refuse to comply
with the request, he will be removed from service under
the procedure provided in schedule rules.

B. Rule 35 of the schedule of wages and working conditions
reads as follows:

"Pending Grievances:

"While questions of grievances are pending
there will be neither a shut down of the shop
by the employer nor a suspension of work by the
employees."

Both Committees and Management pledge themselves to see that
this rule is properly carried out. The Federated Committee,
signatories hereto, have assured Management that there will
be no further unauthorized stoppages of work.

C. That under no circumstances shall work be deferred because
of jurisdictional disputes.
Management's instructions of February 28, 1944, and October 29, 1946, are hereby cancelled.

ACCEPTED

For the Employees:

For the Carriers:

[Signatures]

General Chairman, Carmon.

[Signatures]

General Chairman, Blacksmiths.

[Signatures]

General Chairman, Electrical Workers.

[Signatures]

General Chairman, Boilermakers.

[Signatures]

General Chairman, Sheet Metal Workers.

[Signatures]

General Chairman, Machinists.

Southern Railway Company,
The Cincinnati, New Orleans and Texas Pacific Railway Company,
The Alabama Great Southern Railroad Company,
New Orleans and Northeastern Railroad Company,
The New Orleans Terminal Company,
Georgia Southern and Florida Railway Company,
St. Johns River Terminal Company,
Harriman and Northeastern Railroad Company.

Washington, D. C.
November 23, 1946.
SOUTHERN AND ALLIED LINES
FEDERATED SHOP CRAFTS
CONSISTING OF
SOUTHERN RAILWAY, CINCINNATI, NEW ORLEANS & TEXAS PACIFIC, ALABAMA GREAT
SOUTHERN, NEW ORLEANS & NORTHEASTERN, GEORGIA SOUTHERN & FLORIDA,
NORTHERN ALABAMA, HARRIMAN & NORTHEASTERN, NEW ORLEANS
TERMINAL CO., ST. JOHNS RIVER TERMINAL CO., AND
MOBILE & OHIO RAILWAYS

Mr. George H. Dugan
Ass't Vice President
Southern Railway System Bldg.
Washington, D. C.

Dear Sir:

"This letter is being written upon instructions of the chief Executives of our respective organizations of the Railway Employees' Department of the American Federation of Labor, and is fully concurred in by all of the undersigned.

"Effective from this date we, the undersigned, agree that no general chairman, or other officer, representative or member of any of the organizations signatory hereto, will individually request management to take work from one craft and give it to another craft.

"We further agree that we will find a way to reach an agreement and settle any disputes that may arise between any two crafts signatory hereto, involving jurisdiction of work, and when such dispute has thus been settled, then request will be presented to management for conference to negotiate the acceptance by management of the settlement thus made.

"We further agree to, and recognize that each craft shall perform the work which was generally recognized as work belonging to that craft prior to the introduction of any new processes, and that the introduction of a new process does not give any craft the right to claim the exclusive use of a process, or a tool in order to secure for itself work which it did not formerly perform.

"In the event of any disagreement between two or more crafts as to the proper application of the above rule, then the craft performing the work at the time of the change of the process or tool shall continue to do the work until the organizations involved have settled the dispute and the System Federation signatory hereto has presented such settlement to management, requested a conference and negotiated an agreement for acceptance of such settlement by management.

"As the duly authorized representatives of our respective organizations, we hereby request that you, on behalf of the management will accept and agree to carry out your part of the above policy to which we have agreed.

Knoxville, Tennessee
February 20, 1940
"We shall be glad to meet you if necessary on date and place suggested by you.

"When an agreement on this question has been arrived at, we desire that you furnish necessary copies of same to the proper officers and representatives of management, and we will furnish copies of same to the Chief Executives of our respective organizations, and they will furnish copies of same to all of the local lodges on our property, so that the entire membership may be advised and directed to comply with the agreement just made.

"The Chief Executives of our respective organizations, with our full support and pledge of hearty cooperation, are making this proposal in an earnest effort to eliminate as promptly as possible any and all friction that may result from jurisdictional disputes between our various organizations. They and we urgently request you, in behalf of management, to agree with us on this program, recognizing that you will thus make a substantial contribution to improving the relations and increasing the cooperation between the management and the employees we have the honor to represent.

Very truly yours,

W. M. Dyke
General Chairman, Carmen

T. M. Melton
General Chairman, Blacksmiths

Norman Dugger
General Chairman, Boilermakers

L. C. Ritter
General Chairman, Machinists

T. M. Melton
Repr. Firemen & Oilers

R. R. Laugherty
General Chairman, Sheet Metal Workers
February 23, 1940.

Mr. George H. Dugan,
Assistant to Vice President,
Southern Railway System,
Washington, D. C.

Dear Sir:

In re the letter filed with you by certain organizations of System Federation No. 21 of Southern Railway and Allied Lines, the undersigned, General Chairman of the International Brotherhood of Electrical Workers on this property desires to advise you that our Brotherhood is not a party to the so-called "Agreement for Settlement of Jurisdictional Disputes" between certain organizations of this System Federation.

It is our understanding and we request management compliance therewith that questions of a jurisdictional nature between crafts will not be decided by management. However, we desire to direct your attention to the provisions of the agreement reading as follows:

"This understanding is intended only to settle above jurisdictional dispute between two organizations parties to such dispute and the settlement thereof, and is not to be construed as affecting the rights or jurisdiction of any other craft; and further, this understanding is to apply only on this railroad and is not to be considered or used as a precedent affecting any other railroad."

We agree with and will conform to the indicated attitude of the other General Chairmen, i.e., they will not nor a representative of the respective organizations will not individually request you or any other officers of the carrier to take work that is being performed by one craft and give it to another craft unless both crafts concerned and affected are in agreement.

We also desire to assure you that the representatives of our Brotherhood on this property and in the transportation industry as a whole are of the opinion that the Jurisdictional Agreement entered into by the other crafts is workable. However, be assured that any questions or problems concerning jurisdiction of work between the electrical workers, their apprentices and helpers on this road will be handled by the undersigned and/or our representatives with any other craft in a manner giving matured.
judgement to the accurate facts that should be used in the application of fundamentals that would lead to the sound solution of such questions and problems.

Thanking you for your anticipated cooperation in this matter - with best wishes, I am

Sincerely yours,

[Signature]

Barney H. Acuff
General Chairman

CC - Mr. E. M. Jewell
Mr. D. W. Tracy
Mr. C. J. McGlogan
Mr. F. R. Laugherty
Copy

RAILWAY EMPLOYEES’ DEPARTMENT

April 24, 1944

14B-13-0-Mach & E.W.
14B-13-0-Coks & E.W.
14B-13-0-Mach & B.M.
14B-13-0-Car. & SMW
14B-13-0-SMW & BM
14B-13-0-SMW & Mach

Subject: Southern Railway handling jurisdictional disputes.

All General Chairmen, Local Chairmen and Members of the Seven Railway Employes’ Dept. Organizations employed on the Southern Railway System Lines.

Dear Sirs and Brothers:

We are heading for disaster on the Southern Railroad if all of our people do not stop their bickering, wrangling and striking over jurisdiction.

It would be bad enough during peace time and is absolutely indefensible while we are fighting a war.

Since February 15, 1940 we have had a jurisdictional agreement which provides that under no circumstances shall any officer or member of any craft approach Management for the purpose of having work transferred from one craft to another: adherence to this basic principle is absolutely necessary if we are to carry out the rest of the plan. It will also do much to restore harmony among the crafts and from this day forward we hope all concerned will conduct themselves accordingly. Any and all existing disputes can and must be submitted to the respective General Chairmen who fully understand that they are obligated to confer with each other and endeavor in good faith to settle all disputes. Those that fail of settlement are to be submitted to the respective general offices, all in accordance with the jurisdiction agreement. This entire procedure can and should be completed within sixty days.

We are not attempting to fix the responsibility for past failures or difficulties but there can be no excuse for any one failing to understand or comply with the instructions set out above, and there will be no difficulty in fixing the responsibility for failure to cooperate in complying fully with these instructions.

Surely everyone will agree that strict and wholehearted compliance will constitute a long step in the direction of restoring harmony in the System Federation.
This is issued by the unanimous action of all seven members of the Executive council of the Railway Employes' Department.

By order of the Executive council.

Sgd. H.W. Brown
H.W. Brown, Int'l. Pres.,

Sgd. L.M. Wicklein
L.M. Wicklein, Gen. Vice-Pres.,
Sheet Metal Workers' Int'l Assn.

Sgd. C.J. MacGowan
Int'l. Bro. Of Boilermakers,
Iron Ship Builders & helpers
of America.

Sgd. J.J. Duffy
J.J. Duffy, Int'l Vice Pres.
Int'l. Bro. Of Electrical Workers

Sgd. Roy Horn
Roy Horn, Int'l. President,
Int'l. Bro. of Blacksmiths,
Drop Forgers & Helpers.

Sgd. Felix H. Knight
Felix H. Knight, Gen'l. Pres.,
Bro. Railway Carmen of America.

Sgd. George Wright
George Wright, Vice President,
Int'l. Bro. Of Firemen, Oilers,
Helpers, Roundhouse and Railway
Shop Laborers.
At Knoxville, Tenn.
April 29, 1944

Mr. C. D. Mackay,
Asst. Vice President,
Southern Railway System,
Washington, D. C.

Dear Sir:

It is our judgment that the Memorandum of June 1, 1932 and that the "Memorandum of Understanding" of March 16, 1943, while made in good faith, have not and will not serve the purpose for which they were intended. We, therefore, request they be terminated.

We believe that the interpretations placed on these Memoranda and the manner in which they have been applied has prevented the successful operation of the Jurisdictional Agreement of February 15, 1940 between our organizations and that we must henceforth concentrate on the fulfillment of that agreement without revision of any kind.

As evidence of our desire to effectuate that policy we are enclosing copy of letter addressed to the "Officers and Members of System Federation No. 21", dated April 29, 1944 and signed by the Executive Board of System Federation No. 21. We also enclose copy of letter signed by the Executive Council of the Railway Employes' Department, dated at Chicago, Ill., April 24, 1944.

It is our hope and determination that under this plan much of our jurisdictional strife can be eliminated.

We call your attention to our letter of February 20, 1940 and particularly to the provisions that there should be no transfer of work from one craft to another except by agreement between the crafts. Our efforts to stop our people from making such requests on management will be intensified. We respectfully suggest and urge that you see to it that every officer and subordinate official on the Southern Railroad who has contact with this situation, fully understands that any member of any of these crafts who makes a demand or request for the transfer of work is acting in defiance of his organization and that his request must be denied.

Likewise no officer or subordinate official of the Railroad should under any circumstances initiate the transfer of any work from one craft to another.
This letter and the enclosures will indicate that the authorities within our organizations are striving to eliminate the jurisdictional strife on the Southern Railroad and with your cooperation as herein indicated we hope that substantial results will be forthcoming.

Very truly yours,

EXECUTIVE BOARD MEMBERS
SYSTEM FEDERATION NO. 21.

Machinists, General Chairman

Boilermakers, General Chairman

Blacksmiths, General Chairman

S. M. W. General Chairman

Elec. Wks. General Chairman

Carmen, General Chairman
Knoxville, Tennessee
April 29, 1944

TO THE OFFICERS AND MEMBERS OF
SYSTEM FEDERATION NO. 21, EMPLOYED ON SOUTHERN SYSTEM LINES,
ONLY.

Dear Sirs and Brothers:

We were in conference with Management on March 8th and 9th, 1944 in connection with the matter of jurisdictional disputes.

During that conference, the Management complained bitterly of the fact that there were entirely too many jurisdictional disputes on the Southern Railway, many of which involved small matters; and, in addition, that our letter of February 20, 1940, which was accepted in good faith by Management was being continually violated by the Crafts. We wrote you fully on March 30th, 1943, enclosing copies of the referred to letters in connection with this matter, and we urge that you take letter out and read it end the attachments thereto carefully. In that letter, we urged on you to see that our pledge to Management was kept and that the understandings be fully complied with.

Specifically, we call your attention to the following: In the second paragraph of the letter of February 20th, 1940, it was agreed that no general chairman, or other officer, representative or member of any of the organizations signatory hereto, will individually request management to take work from one craft and give it to another craft. While the Electrical Workers were not signatory to the letter of February 20th, 1940, they signed a letter of February 23rd, 1940, in which they stipulated in third paragraph:

"We agree with and will conform to the indicated attitude of the other General Chairmen, i.e. they will not nor a representative of the respective organizations will not individually request you or any other officers of the carrier to take work that is being performed by one craft and give it to another craft unless both crafts concerned and affected are in agreement."

Despite these assurances, local committees are approaching Foremen and Master Mechanics and insisting that another Craft is performing their work and it must be given to them. This practice must stop as it is in violation of our agreement with Management. If one craft thinks another craft is performing its work, the local chairman of that craft should approach the local chairman of the craft which they consider is performing their work and handle the matter with him. If they cannot reach a settlement and they desire to prosecute a jurisdictional dispute, they should do so by submitting a joint letter with statement of facts to the General Chairmen of the involved crafts in triplicate. (In the event the local chairmen cannot agree upon a joint statement of facts, then each will make his own statement in triplicate and attach to joint letter).
It is our intention and desire that our agreements be carried out in good faith, and we advise you now that these violations cannot be continued.

We trust that you will, in the future, be governed by the advice which we have given to you and see that Management cannot make further justified complaints against us for failure to keep our agreements.

In this connection, please understand that the machinery provided in the Department's Circular of February 1st, 1940 and the Agreement effective February 15, 1940, are not for the purpose of creating jurisdictional disputes, but are solely for the purpose of disposing of such disputes as properly arise.

The situation which has existed on the System properties for the past several months does not help promote efficiency and good spirit, and not only hurts the Company but hurts our Organization and you should be big enough to settle small disputes among yourselves, men of good conscience and good will should do so. It is our desire that each of you approach these situations in a spirit of fairness and reasonableness and where possible dispose of these questions, only submitting those which you are unable to settle among yourselves.

With kindest wishes, we are

Fraternally yours,

EXECUTIVE BOARD OF SYSTEM FEDERATION NO. 21.

[Signatures]

[Names]

[Titles]
Washington, D. C., June 15, 1944.

Mr. Stewart:
Mr. Shults:
Mr. Trexler:

I attach for your information copies of my letter of even date to Shop Crafts General Chairmen in response to their letter of April 29, 1944, relating to method of handling jurisdictional disputes, with copy of letter from Grand Officers dated April 24, 1944, and copy of letter from General Chairmen to officers and members of system Federation No. 21, all of which are self-explanatory. I invite your particular attention to the following:

1. The Memorandum of June 1, 1932, and Memorandum of Understanding of March 16, 1943, relating to “status quo ante” are cancelled effective June 15, 1944. They should not hereafter be used in connection with any pending case or one which arises in future involving jurisdiction.

2. Your particular attention is invited to the next to last and last paragraphs on page 1 of the General Chairmen’s letter of April 29, 1944. If we hope to shear ourselves of those jurisdictional disputes and make them, as they should be and as we have agreed they are, the responsibility of the organizations, careful observance by our officers of the provisions of these two paragraphs is essential. Please see that all concerned understand this.

A sufficient number of copies of this letter and enclosures are being sent you to put them in the hands of all concerned. Please see that this is done.

Under the provisions of the attached we will initially assign the work and if there is dispute it is to be handled between the Crafts and not with us until settled. As definitely specified in the letter of April 29, 1944, from the General Chairmen, if our officers are approached on such matters, we must decline to handle.

CDM

Copy to -
Mr. Keister:
Mr. Adams:
Mr. Hungerford:

CDM
June 15, 1944.
H-267-40

Mr. W.W. Dyke, General Chairman, Carmen, Knoxville, Tenn.
Mr. T.M. Melton, General Chairman, Blacksmiths, Chattanooga, Tenn.
Mr. Norman Dugger, General Chairman, Boilermakers, Somerset, Ky.
Mr. B.R. Acuff, General Chairman, Electrical Workers, Knoxville, Tenn.
Mr. L.C. Ritter, General Chairman, Machinists, Somerset, Ky.
Mr. R.R. Laugherty, Gen. Chairman, Sheet Metal Workers, Knoxville, Tenn.

Gentlemen:

I acknowledge receipt of your letter of June 9, 1944, on the subject of jurisdictional disputes. While I am still persuaded that the wiser course would be to enter into the memorandum which I proposed, as you are averse to that I hereby advise you:

That in the confidence of you and your membership carrying out the assurances given in your letter of April 29, 1944, and instructions to membership as contained in letter of like date addressed to “Officers and Members of System Federation No. 21”, the Memorandum of June 1, 1932, and Memorandum of Understanding of March 16, 1943, are cancelled effective this date as per your request.

The procedure outlined in your letter of April 29, 1944, and attachments is acceptable to us.

These understandings are, of course, subject to termination by notice provided in the Railway labor Act.

I attach copy of my letter of even date to Superintendents of Motive Power.

Very truly yours,

(signed) C. D. MACKAY

Assistant Vice President
Appendix Z.

Overtime (Wrecking Service Agmt December 11, 1974)
AGreement

between

Southern Railway Company

The Cincinnati, New Orleans and Texas Pacific Railway Company
The Alabama Great Southern Railroad Company
The New Orleans Terminal Company Georgia Southern and Florida Railway Company St. Johns River Terminal Company Central of Georgia Railroad Company Atlantic and East Carolina Railway Company Interstate Railroad Company
Norfolk Southern Railway Company
Tennessee Railway Company
Tennessee, Alabama & Georgia Railway Company

and their employees
represented by

Brotherhood Railway Carmen of the United States and Canada

Whereas practices vary at the respective points on Carriers parties hereto in the treatment of wrecking service employees; and

Whereas it is desired that there be one Agreement with respect to treatment of wrecking service employees uniformly interpreted and applied on carriers parties hereto.

It is therefore mutually agreed as follows:

(1) (a) Wrecking service employees, except as hereinafter provided, shall be paid from the time they are called at their home station for wrecking service until their return in accordance with the practice at home station; it being understood that all time working, waiting or traveling on employees' assigned rest days, on holidays named in Rule 6, and on assigned work days after the recognized straight time hours at home station will be paid for at the time and one-half rate.

(b) Payment at the double time rate is not applicable to employees engaged in wrecking service. However, after such employees have performed sixteen (16) continuous hours of wrecking service at the time and one-half rate or at a combination of straight time and time and one-half rates, under paragraph (a) above, they shall thereafter receive compensation at the time and one-half rate for performance of wrecking service until relieved under Paragraph (a) of Section (2) hereof, or until their return to home station.

(2) (a) If wrecking service employees are relieved while away from home station and permitted to go to bed for five (5) or more hours, such relief time will not be paid for; provided that in no case shall they be paid for a total of less than eight (8) hours each calendar day, during which such irregular service prevents the employees from making their regular daily hours at
home station. The time on duty of employees so relieved when away from home station shall, except as provided in paragraph (c) of this Section (21), terminate upon their arrival at the place of lodging provided by the company.

(b) At the expiration of the relief time provided for in paragraph (a) above, time on duty for wrecking crew members shall start from the time called to continue performance of wrecking service and such employees shall be paid accordingly from the time called as provided in Section (1) hereof.

(c) Where meals and lodging are not provided wrecking crew members by the company, actual necessary expenses will be allowed.

When wrecking crew members' are worked beyond the time of the normal meal period and are afforded their meal upon being relieved under this Section (2) at the restaurant or place of lodging rather than at the site of derailment, such employees shall be paid for one additional hour at the straight time rate within which to clean up and have their meal, provided, however, this provision shall not be applicable in cases where a late meal is afforded at the restaurant or place of lodging at the employees' request.

(d) Question was raised concerning the exception to payment to wrecking crew members for one additional hour at straight time rate under Section 2(c) when worked beyond the time of the normal meal period and afforded their meal period upon being relieved under Section 2(a) at the place of lodging rather than site of derailment, i.e., when the late meal is afforded at the employees' request.

It was agreed that the above exception to Section 2(c) does not apply in cases where Carrier officers approach wrecking crew members and solicit an election from them as to whether they desire to have their meal at site of derailment or after the normal meal period at the restaurant or place of lodging.

In discussion of what constituted the normal meal period, it was understood and agreed that for purposes of Section 2(c) the normal meal period should correspond with the time of the meal periods taken in accordance with practices at home station pursuant to the provisions of Rule 3 – Starting Time.

(3) This agreement shall be effective March 1, 1975 and shall apply only to employees assigned to wrecking crews. The provisions of Rule 9, Road Work Overtime which was made applicable to employees represented by the Organization party hereto on each Carrier party hereto by separate agreement dated December 11, 1974 shall continue to be applicable to employees assigned to other types of road service.

Signed at Washington, D. C. this 11th day of December 1974.

(Signatures Omitted)
Appendix AA.

Work as between Carmen and M of W Employees
(Agmt January 16, 1951)
MEMORANDUM OF UNDERSTANDING

WHEREAS, Rule 149 of the Shop Crafts' Agreement provides in part that, "Carmen's work shall consist of * * * all other carpenter work in shops and yards; this to include minor repairs to shop buildings; * * * all other work generally recognized as painter's work under the supervision of the locomotive and car departments; * * *" and because of its indefiniteness has given rise to disagreement between Carmen and Maintenance of Way Employees, and

WHEREAS, it is desired that an understanding, consistent with provisions of the Shop Crafts' and Maintenance of Way Agreements, be reached with respect to work which, as between Carmen and Maintenance of Way Employees, may be performed in shops or shop yards by employees of these two crafts or classes.

NOW, THEREFORE, AGREED THAT:

(a) As between Carmen and Maintenance of Way Employees, under the language "all other carpenter work in shops and yards; this to include minor repairs to shop buildings;" as defined in Rule 149 of the Shop Crafts' Agreement, Carmen's work shall include:

(1) Building forms for construction of concrete foundations for the following:

(a) Shop machinery, air and fuel storage tanks (except locomotive fuel storage tanks) located in shops or shop yards; this to include work of setting bolts in such forms.

(b) Lye and acid vats used exclusively by Mechanical Department forces and located in shops or shop yards when work is done by railway forces; this to include work of setting bolts in such forms.

(2) Building forms for construction of concrete walkways, driveways, or low Mechanical Department material storage platforms (not adjacent to or part of building) located in shops or shop yards.

(3) Building and repairing material bins, racks, platforms and counters located in Stores Department Storehouses (including Charlotte Roadway Shop Storehouse); building and repairing walkways located in shops or shop yards.

(4) Building and repairing clothes cupboards, lockers, or furniture when built or repaired in Mechanical Department Shops.

(5) Repairing of shafting hanger timbers and supports located in shop buildings except where such supports are a part of the building.

(6) Building and repairing shop equipment such as work benches, cupboards, tool boxes, etc., which are not fixtures.

(7) Building and repairing scaffolding used by Carmen or Shop Mechanics in connection with their work and located in shops or shop yards.

NOTE: Reference to Rule 149 above is Rule 132 of this Agreement
(8) Making of minor repairs to doors, windows, etc., of shop buildings, i.e., doors that have been broken or knocked off and not doors that require renewal on account of decay, window sash and glass that has been broken out, particularly in cold or rainy weather when it is necessary to renew the glass to protect the employees or the property, when Maintenance of Way Employees are not available for service within a reasonable period of time.

(9) Emergency work of any kind to protect life or Company's property when Maintenance of Way Employees are not available within a reasonable period of time.

(10) Other recognized Carmen's carpenter work in shops or shop yards.

(b) As between Carmen and Maintenance of Way Employees, except as provided in paragraph (a) above, Maintenance of Way Employees shall make repairs to shop buildings and other structures as they have done in the past; this is without prejudice to respective contentions of Maintenance of Way Employees and the Railway Companies as to construction work.

(c) As between Carmen and Maintenance of Way Employees, under the language "all other work generally recognized as painter's work under the supervision of the locomotive and car departments;" as defined in Rule 149 of the Shop Crafts' Agreement, in addition to other carman painter's work coming under this provision, Carmen's work shall include:

(1) Painting of all stationary air and fuel storage tanks (except locomotive fuel storage tanks) and lye and acid vats located in shops or shop yards and used exclusively by Mechanical Department forces.

(2) Painting material bins, racks, platforms and counters located in Stores Department Storehouses (including Charlotte Railway Shop Storehouse) or built or repaired in Mechanical Department shops or shop yards.

(3) Painting clothes cupboards, lockers or furniture when built or repaired in Mechanical Department shops.

(4) Painting shop equipment such as work benches, cupboards, tool boxes, etc., which are not fixtures.

(5) Painting Roadway Department machines when sent to Mechanical Department or Roadway Shops for repairs and painting at points where carmen painters are employed.

(d) As between Carmen and Maintenance of Way Employees, except as provided in paragraph (c) above, Maintenance of Way work under Rule 149 shall include:

(1) Painting all stationary oil, water, chemical, soap or locomotive fuel storage tanks.

(2) Painting shop and storehouse buildings, shop fences, electric crane runways (not including crane), overhead steel walkways, sheds and other similar structures.

NOTE: Reference to Rule 149 above is Rule 132 of this Agreement.
(e) Nothing in this memorandum shall prevent the utilization as in the past of
shop laborers to perform work such as whitewashing, etc., in shops or shop yards or
mixing concrete, handling concrete or excavating in connection with work to be per-
formed by Carmen under paragraph (a) hereof.

(f) This understanding is entered into for the sole purpose of specifying the
work which, as between Carmen and Maintenance of Way Employees, may be performed
under the above quoted language of Rule 149 of the Shop Crafts' Agreement, and is
without prejudice to the respective contentions of the parties as to construction
work. This agreement is entered into between representatives of the Brotherhood of
Maintenance of Way Employees and Brotherhood of Railway Carmen in settlement of the
matters referred to herein and applies only to the organizations signatory hereto.

(g) The provisions of this Memorandum of Understanding shall be effective on
and after February 1, 1951, and shall supersede and take precedence over all under-
standings in conflict therewith, including the letter of September 3, 1926, interpre-
ting certain language in Rule 149 of the Shop Crafts' Agreement and Assistant to
Vice President Dugan's letter of May 23, 1945.

ACCEPTED

For the Brotherhood of Maintenance
of Way Employees:

[Signature]

General Chairman,
Southern Railway.

[Signature]

General Chairman,
The Cincinnati, New Orleans and Texas
Pacific Railway,
The Alabama Great Southern Railroad,
Harriman and Northeastern Railroad,
Cincinnati, Burnsides and Cumberland
River Railway.

[Signature]

General Chairman,
New Orleans and Northeastern Railroad
The New Orleans Terminal.

[Signature]

General Chairman,
Georgia Southern and Florida Railway,
St. Johns River Terminal.

For the Brotherhood of Railway Carmen of
America:

[Signature]

General Chairman

For the Carriers:

[Signature]

Assistant Vice President,
Southern Railway Company,
The Cincinnati, New Orleans and Texas
Pacific Railway Company,
The Alabama Great Southern Railroad
Company,
Harriman and Northeastern Railroad
Company,
Cincinnati, Burnsides and Cumberland
River Railway Company,
Georgia Southern and Florida Railway
Company,
St. Johns River Terminal Company,
New Orleans and Northeastern Railroad
Company,
The New Orleans Terminal Company.

Washington, D. C.
January 16, 1951.

NOTE: Reference to Rule 149 above is
Rule 132 of this Agreement.
Appendix BB.

Differentials paid to Journeymen
(October 13, 1993)
Robert P. Wojtowicz  
General President  
Brotherhood Railway Carmen Division  
Transportation Communications  
International Union  
3 Research Place  
Rockville, MD 20850

Dear Mr. Wojtowicz:

Effective December 1, 1993, this implements Article VII of the November 27, 1991 Imposed Agreement and is in complete settlement thereof.

1. (a) Existing differentials paid to journeymen for performing lead mechanic work shall be increased to 50 cents per hour.

(b) Existing differentials paid to journeymen for performing welding work shall be increased to 25 cents per hour.

(c) Existing differentials paid to journeymen regularly assigned to a full time (bullatined) position established for the performance of AAR write-up or layout work shall be increased to 25 cents per hour.

2. The parties will cooperate to avoid any disruption of carrier operations and any unnecessary increase in costs because of the application hereof.

3. This Letter Agreement is limited solely to the matter of differentials and such Letter and any actions pursuant to it will not be used by either party in any manner with respect to the interpretation or application of any rule or practice.
Agreed Upon Guidelines for Administration of Increased Differentials

The parties wish to avoid misunderstandings about the implementation and application of the increased differentials and have adopted the following to provide guidance on key points of administration.

Q. Who is entitled to receive the increased differentials?

A. Journeymen (including upgraded mechanics) who actually perform the listed work.

Q. How does the differential apply where the position is that of journeyman and some welding, lead mechanic or layout work is required?

A. When performing welding, lead mechanic or layout work for four (4) hours or less in any one day, the employee will be paid the differential on an hourly basis with a minimum of one (1) hour; for more than four (4) hours in any one day, the differential will apply for that day.

NOTE: The increase to the existing AAR write-up differential will apply only to a journeyman who holds a regular assignment bulletin to perform AAR write-up work on a full time basis (including a journeyman who temporarily relieves such an assignment) and will be paid on that basis.

Q. What if two or more of the increased differentials would be applicable to a particular position in any given day?

A. There will be no compounding or pyramiding of these differentials.

Q. What about pre-existing differentials?

A. Any existing differentials applicable to the work covered by the increased differentials that are higher are preserved.

Q. Will application of the increased differentials require the establishment, advertisement or rebulletining of any position?

A. No.

Q. When must an employee's qualifications be known to the railroad or established?

A. An examination or test to establish qualifications may be required as a prerequisite to assignment to a position subject to an increased differential of an employee who has not previously been qualified on such work by performance or otherwise.

FOR THE BROTHERHOOD RAILWAY CARMEN - DIVISION OF TRANSPORTATION - COMMUNICATIONS INTERNATIONAL UNION:  

Robert P. Wright
General President

FOR THE CARRIERS:

[Signature]
Chairman - National Carriers' Conference Committee
Appendix CC

Single Day of Vacation
(Ltr of Agreement July 11, 1996)
July 11, 1996

CS-CM-6-104

Mr. J. V. Waller
General Chairman, BRC Div.-TCU
127 Baron Circle
Corryton, TN 37721

Dear Mr. Waller:

This refers to conference of July 11, 1996, in connection with Attachment "C" only of your Section 6 Notice dated November 1, 1994.

This Letter Agreement constitutes full and final disposition of Attachment "C" of BRC Section 6 Notice dated November 1, 1994, and is settled in conjunction with the handling of National matters. It is Agreed that effective August 1, 1996:

An employee may elect to schedule one week (five days) of vacation entitlement in one-, two-, three-, or four-day increments with the stipulation that:

A. The one week split vacation will be taken during the period January 1 through December 31;

B. Vacation day(s) discussed here may be scheduled upon no less than 48 hours' advance notice from the employee to the proper Carrier officer, provided such day(s) may be taken only when consistent with the requirements of the Carrier's service;

C. Vacation day(s) allowed in accordance with this Letter Agreement will be paid for at the regular rate of the employee's assignment; and

D. The total vacation allotment for each employee will be scheduled in accordance with past practices in one-week increments. Should an employee avail himself of this election, he will schedule those days in accordance with these provisions, and they will be removed from the last two weeks scheduled. Should any days be remaining at the time of the last one-week increment scheduled, the employee will take those days remaining during that week on consecutive days in the manner as assigned by the Carrier. The Carrier shall have the option to fill or not fill the position of an employee who is absent on vacation scheduled pursuant to this agreement. The
Carrier will have the right to distribute the work of any position vacated as a result of the application of this agreement.

Except as otherwise provided in this Letter Agreement, each employee who is entitled to vacation shall take same at the time assigned and shall be taken between January 1 through December 31 of each calendar year in one-week (five-day) increments.

Further, effective August 1, 1996, Rule 59 of the March 1, 1975 Agreement is amended to contain the following language:

Upon request, an employee will be provided a copy of his initial report of personal injury that he has signed.

In addition, it was agreed to eliminate the note from Rule 6 of the March 1, 1975 Agreement:

A holiday shift shall be determined by the starting time of the shift involved. Any shift which has a starting time within the calendar date of a holiday shall be deemed the holiday shift.

This Letter Agreement modifies and amends the rules or parts thereof, and the intent of such rules, to the extent addressed herein, and other provisions of the agreements and rules, not in conflict herewith, shall remain in effect.

The provisions of this Agreement shall remain in full force and effect until canceled or amended pursuant to the provisions of the Railway Labor Act, as amended.

If the above accurately reflects our understanding please sign the two copies provided and return one copy to me for further handling.

Very truly yours,

[Signature]

D. N. Ray
Assistant Vice President
Labor Relations

Agreed:

[Signature]

J. V. Waller, General Chairman
Brotherhood of Railway Carmen, Div. - TCU