

Agreement between
Southern Railway Company
And
Its Employees Represented by
Transportation Communications Union/IAM

September 1, 2013

This agreement supersedes and codifies the May 1, 1973 and November 1, 1980 Agreements,
as amended

Table of Contents

Section A SCOPE OF THE AGREEMENT

<u>Rule</u>		<u>Page</u>
A-1	Scope	9
A-2	Exceptions to Scope	9

Section B SENIORITY

B-1	Seniority	10
B-2	Seniority Districts	11
B-3	Seniority Lists	12
B-4	Consolidation or Division of Offices or Departments	13
B-5	Promotion to Official or Excepted Positions/Retention of Seniority	13
B-6	Promotion, Vacancies or New Positions Not Filled by Seniority	14
B-7	Filling Vacancies under Seniority Rules	15
B-8	Temporary Vacancies	16
B-9	Declining Promotion	16
B-10	Failure to Qualify	16
B-11	Rule Deleted	--
B-12	Transferring	16
B-13	Trading Positions or Seniority	17
B-14	Reducing Forces - Abolishing Positions	17
B-15	Posting Bulletins	19
B-16	Increasing Forces	19
B-17	Discharged and Reemployed	19
B-18	Employees Reinstated	19

Section C DISCIPLINE - GRIEVANCES-TIME LIMITS

C-1	Discipline, Investigations, Hearings, and Appeals	19
C-2	Grievances	22
C-3	Handling of Claims and Grievances	22
C-4	Adjustments for Overpayment	23

Section D LEAVE OF ABSENCE

D-1	Leave of Absence	24
---------------------	------------------	----

Section E
HOURS OF SERVICE - MEAL PERIOD

E-1	The 40-Hour Week	25
E-2	Basic Day	27
E-3	Meal Period	28
E-4	Starting Time	28
E-5	Extra Yard Clerk	29

Section F
BASIS OF PAY

F-1	Basis of Pay and Maintenance of Earnings	32
F-2	Disposition of Fractions	32
F-3	Guarantee	33
F-4	Preservation of Rates	33
F-5	New Positions	33
F-6	Rating Positions	33
F-7	Rule Deleted	--
F-8	Established Rates and Positions	33
F-9	Qualifying	34

Section G
OVERTIME – CALLS

G-1	Overtime	34
G-2	Calls	34
G-3	Authority for Overtime	35
G-4	Absorbing Overtime	35
G-5	Work on Assigned Rest Days	35
G-6	Holiday Work	36
G-7	Holidays	36

Section H
TRAVEL – ATTENDING COURT, INVESTIGATIONS, Etc.

H-1	Road Service – Diversions	36
H-2	Travel Time and Expenses for Traveling	37
H-3	Attending Court, Investigations, etc.	38
H-4	Jury Duty	38

Section I
SICK LEAVE

I-1	Sick Leave	39
I-2	Use of Sick Leave by Clerks Promoted to Dispatcher	41

**Section J
VACATIONS**

J-1	Vacations	41
---------------------	-----------	----

**Section K
TRAIN ORDERS**

K-1	Handling Train Orders	41
K-2	Emergency Offices	42

**Section L
GENERAL MISCELLANEOUS**

L-1	Duly Accredited Representative	42
L-2	Hospital Surgical and Medical Benefits and Group Life Insurance	42
L-3	Payments to Employees Injured Under Certain Circumstances	43
L-4	Care of Stations	45
L-5	Bulletin Boards	45
L-6	Rule Deleted	--
L-7	Rule Deleted	--
L-8	Incapacitated Employees	46
L-9	Equipment	46
L-10	Bond Premium	46
L-11	Transportation	46
L-12	Rule Deleted	--
L-13	Pending Decision	46
L-14	Furnishing Agreements	47
L-15	Service Letters	47

**Section M
PURPOSES OF AGREEMENT**

M-1	Purposes of Agreement	47
---------------------	-----------------------	----

APPENDICES

A	Forms	48
B	Union Shop/Dues Deduction Agreements	50
C	Synthesis of Non-Operating National Holiday Agreements	63
D	Synthesis of Non-Operating National Vacation Agreements	68
E	Bereavement Leave	76
F	Personal Leave	78
G	Seniority Rights – Clerks Promoted to Yardmaster	79
H	Diversion Letter of Understanding	80
I	Rate Progression	81

<u>J</u>	Rates of Pay	82
<u>K</u>	Job Stabilization Agreement	83
<u>L</u>	Training Time	92
<u>M</u>	Atlanta GOB Seniority Letter of Understanding	93
<u>N</u>	Vacancies Covered by Extra Board Employees	96
<u>O</u>	Inman Yard Fence Agreements	97
<u>P</u>	Fully Excepted Customer Service Reps	100
<u>Q</u>	Knoxville Intra-terminal Crew Hauling	103
<u>R</u>	Employee Qualification Procedure	105
<u>S</u>	Cross-Bid Agreements	106

ALPHABETICAL INDEX

Abolishing Positions - Reducing Forces	B-14
Absence - Leave of	D-1
Absorbing Overtime	G-4
Addressed Filed When Furloughed	B-14
Adjustment of Rates - Changes in Rates	F-6
Adjustments for Overpayments	C-4
Appeals - Claims or Grievances	C-3
Appeals - Discipline Cases	C-1
Applications - Filing in Other Seniority Districts	B-1,B-7
Appointments -- Temporary (Pending Assignment)	B-7
Appointments to Short Vacancy	B-8
Attending Court, Investigations	H-3
Authority for Overtime	G-3
Basic Day	E-2
Basis of Pay and Maintenance of Earnings	F-1
Bereavement Leave	Appendix E
Bidding or Displacing After Absence	B-14,D-1
Bidding for Bulletined Positions	B-7
Bond Premium	B-7
Bulletin Boards	L-10
Bulletins-Sample of Vacancy and Assignment	Appendix A
Bulletins-Sample of Abolishment Bulletin	B-15
Calls	G-2
Care of Stations	L-4
Changes in Rates	F-6
Changing Assigned Starting Time	E-4
Changing Rest Days	E-1
Claims or Grievances - Handling of	C-3
Consolidation or Division of Offices or Departments	B-4
Correcting Seniority Roster	B-3
Court – Attending	H-3
Day's Work	E-2
Declining Promotion	B-9

Definitions	A-2
Discharged and Reemployed	B-17
Discipline - Investigations, Hearings, and Appeals	C-1
Disposition of Fractions	F-2
Diversions	H-1, Appendix H
Divisions and Consolidations	B-4
Duly Accredited Representatives	L-1
Effective Date and Notice of Change in Agreement	M-1
Emergency Offices	K-2
Employees Reinstated	B-18
Equipment	L-9
Established Rates and Positions	F-8
Exceptions to Scope Rule	A-2
Expenses – Travel	H-1,H-2
Extra Boards - Yard Clerks	E-5
Failure to Qualify	B-10, Appendix R
Filing Applications in Other Seniority Districts	B-10
Filing Name and Address When Furloughed	B-14,B-7
Filing Vacancies Under Seniority Rules	B-7
Forces Increased	B-16
Forces Reduced	B-14
Former Position Vacant	B-7
Forty-Hour Week	E-1
Free Transportation	L-11
Furnishing Agreements	L-14
Grievances	C-2
Guarantees	F-3
Handling of Claims or Grievances	C-3
Handling Train Orders	K-1
Hearing - Discipline Cases	C-1
Hearing - Unjust Treatment	C-2
Holiday Work	G-6
Holidays (Observed)	Appendix C
Hospital, Surgical and Medical Benefits and Group Life Insurance	L-2
Hours of Service	E-2
Household Effects - (Transfers)	L-11
Illness - Sick Leave	I-1
Incapacitated Employees	L-8
Increasing Forces	B-16
Investigations, Hearings and Appeals - Discipline	C-1
Investigations - Attending as Witnesses	H-3
Jury Duty	H-4
Leave of Absence	D-1
Leave of Absence - Duly Accredited Representatives	D-1

Meal Period	E-3
New Positions – Bulletins	B-7
New Positions - Increase in Force	B-16
New Positions - Change in Rates	F-6
New Positions - Rates of Pay	F-5
Offices Consolidated	B-4
Overtime	G-1
Overtime – Absorbing	G-4
Overtime - Authority for	G-3
Overtime - Holiday Work	G-6
Overtime - Rest Day Work	G-5
Pay - Basis of and Maintenance of Earnings	F-1
Pay - Rates of	Appendix J
Payments to Employees Injured	L-3
Pending Decision	L-13
Personal Leave	Appendix F
Positions Abolished	B-14
Positions Transferred	B-12
Posting Notices	L-5
Posting Bulletins	B-7,B-15
Preservation of Rates	F-4
Promotions and Assignments	B-7
Promotion to Official or Excepted Positions	B-5
Promotion to Dispatcher – Seniority	B-5
Promotion to Yardmaster	Appendix G
Promotion, Vacancies or New Positions Not Filled By Seniority	B-6
Protest Period - Seniority Rosters	B-3
Qualifications For Promotion	B-7
Qualify - Failure to	B-10
Qualify - When Required To	F-9
Rates - Changes in	F-6, Appendix J
Rating Positions	F-6
Rate Progression	Appendix I
Reducing Forces - Abolishing Positions	B-14
Re-entering Service	B-1,B-17,B-18
Relief Positions	E-1
Representation - at Hearings and Investigations	C-1
Representatives - Duly Accredited	L-13
Road Service – Diversions	H-1
Rosters – Seniority	B-3
Scope	A-1
Seniority	B-1
Seniority Districts	B-2
Seniority Lists	B-3

Seniority When Promoted to Dispatcher or Yardmaster	B-5
Seniority When Promoted to Official or Excepted Positions	B-5
Service Letters	L-15
Short Vacancies	B-8
Sick Leave	I-1
Starting Time - Changing Assigned	E-4
Starting Time of Positions	E-4
Temporary Appointments (Pending Bulletin and Assignment)	B-7
Temporary Vacancies	B-8
Time Limits – Claims	C-3
Trading Positions or Seniority	B-13
Train Orders – Handling	K-1
Training Time	Appendix L
Transferring	B-12
Transportation – Free	L-11
Transportation - Household Effects	L-11
Travel Time and Expenses for Traveling	H-2
Union Shop Agreement	Appendix B
Unjust Treatment	C-2
Vacancies Not Filled by Seniority	B-6
Vacancies Filled Under Seniority Rules	B-7
Vacancies - Temporary	B-8
Vacancies Covered by Extra Board Employees	Appendix N
Vacations	J-1, Appendix D
Witnesses for the Company – Court	H-3
Work on Assigned Rest Days	G-5
Work Week	E-1

RULE A-1 - SCOPE

These rules shall govern the hours of service and working conditions of all employees engaged in the work of the craft or class of clerical, telegraphic, office, station, tower and storehouse employees of the Carrier, subject to exceptions contained in this rule.

Positions or work within Rule A-1 – Scope shall not be removed from the application of the rules of the Schedule Agreement, as amended, except by concurrence of the National Representative and the Assistant Vice President of Labor Relations.

Covered work encompassed by the Scope Rule which is incident to and directly attached to the primary duties of an employee not covered by the Scope Rule may be performed by such employee provided the performance of such work is not the preponderance of the non-covered employees' duties.

Positions covered by the Scope Rule may be abolished provided any covered work remaining to be performed is reassigned to other positions covered by the Scope Rule.

For the purpose of this agreement, the craft or class of clerical, telegraphic, office, station, tower and storehouse employees is:

Mobile agents, agent-operators, operators, operator-clerks, operator-levermen, levermen, towermen, block operators and staffmen, operators of mechanical telegraph machines, wire chiefs, assistant wire chiefs, or analogous positions hereafter established; also such station agents and assistant station agents and ticket agents as are listed herein; and skilled clerical workers and office machine operators, chief clerks, supervisory clerks, chief callers and clerk callers.

Other Office, Station and Storehouse Employees: -- Such as messengers, matrons, train and engine crew callers, caller bus drivers, waybill assorters, chief telephone switchboard operators and telephone switchboard operators; operators of certain office or station appliances and devices not requiring special skill or training (such as those for duplicating letters, numbering claims and other papers, and gathering mail) or other similar work not requiring clerical ability; storehouse foremen, storehousemen and storehouse laborers (such as cab supply men, truck and tractor drivers, crane operators, torchmen and groundmen in storehouses); office building watchmen (without police authority), train mail handlers, station foremen, laborers (employed in and around offices, stations, and warehouses), freight handlers, baggage and parcel room employees (other than those classified as clerks), charforemen, forewomen, porters, janitors, charwomen and porter-redcaps.

It is understood and agreed that the hours of service and working conditions of employees listed above are subject to the specifications and exceptions hereinafter contained in various rules of this schedule.

NOTE: The word "employee" as used in these rules will apply to all the foregoing classes and employees will be classified according to duties performed.

RULE A-2 - EXCEPTIONS TO SCOPE

All clerical positions in the immediate office of the Chairman, President, Executive Vice Presidents, Senior Vice Presidents, Vice Presidents, Comptroller, Assistant Comptroller,

Assistant Vice Presidents and General Managers, or their equals, as well as the Human Resources Department, Labor Relations Department, Law Department, Corporate Secretary, and Medical Department, are positions within the craft and class of clerical work but are fully excepted from all rules and provisions of this agreement.

NOTE: The transfer of Excepted or schedule positions from one office or location to another shall not of itself change the status of the positions.

A list of all other positions fully or partially excepted from any of the rules of this agreement shall be maintained by the Chief Labor Relations Officer and will be furnished to the Organization upon request. Additional excepted positions may be added to the list by agreement, in writing, between the parties signatory hereto.

Positions designated as E-1 (Job Class 06), will be exempt from all rules of the Master Agreement except for the following rules A-1 - Scope; B-1 - Seniority; B-3 - Seniority Rosters; D-1 - Leave of Absence; B-5 - Retention of Seniority; C-1 - Discipline and Appendix B, Union Shop Agreement (excluding Section 2). The occupants of these positions shall receive non-agreement salary and benefits.

Positions designated as PAD (Job Class 17), will be covered by all rules of the Master Agreement, except for those referring to promotion, advertisement, and displacement. The Union Shop Agreement (excluding Section 2) is applicable to employees now or hereafter appointed to positions designated as PADs.

RULE B-1 - SENIORITY

(a) An employee's initial seniority under this agreement will be established in a seniority district as of the date his pay starts on a position covered by this agreement within such seniority district, except as provided in the National Vacation Agreement (as amended). Employees having established initial seniority under this agreement will not acquire seniority in other districts except as provided in paragraphs (c) and (d) below.

(b) Where two or more new employees and/or employees not covered by these rules enter service in the same seniority district at the same hour on the same day, their seniority rank shall be determined by their respective ages with the older employee ranking first.

(c) An employee assigned or awarded a bulletined position in another seniority district will acquire seniority in the new district to which assigned on the first day he works the assignment and will continue to accumulate seniority in the district from which assigned. Employees voluntarily leaving the new district will forfeit seniority in the new district. Employees who cannot, through exercise of seniority, hold a position in the new district may return to their former district and displace a junior employee, but must return to the new district at the first opportunity after being properly notified or forfeit seniority in the new district.

(d) Seniority is established by this agreement for the purpose of recognizing length of service, experience, and contribution to the service of the Carrier and is designed solely to govern relative ranking and rights between the employees in accordance with the rules of this agreement. Seniority can only be established and exercised as provided under the terms of this agreement. Seniority as established hereunder is to be retained by the employee subject to the terms of this agreement while same remains in effect. The parties signatory hereto have full

authority to jointly reach a mutual, definite, and final decision on any question affecting seniority held or not held under this agreement.

(e) Employees voluntarily leaving the service will rank as new men if re-employed.

NOTE: Seniority rules pertaining to employees assigned to the Atlanta General Office Building will be governed by the provisions of Side Letter #4 of the June 16, 1993 NCSC Agreement. See [APPENDIX M](#).

TERMINATION OF SENIORITY

The seniority of any employee whose seniority under an Agreement with TCU/IAM is established after April 15, 1986 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 a Surface Transportation Board employee protection order or an employee protection agreement or arrangement.

RULE B-2 - SENIORITY DISTRICTS

Seniority districts set out below will remain as now constituted unless additional separate seniority districts are established in departments or sub-departments in general or district offices by agreement between management and duly accredited representatives of the employees.

Alabama Division

AGS	SR AC 05011400
Birmingham	SR AC 01011400
Birmingham Mechanical	SR AC 08036000
Memphis	SR AC 09021400
Mobile	SR AC 01021400
New Orleans	SR AC 05031400
NO & NE	SR AC 05021400

Central Division

Chattanooga Mechanical	SR AC 08033000
CNOTP	SR AC 10011400
Knoxville	SR AC 09021000
Knoxville Mechanical	SR AC 08034000
St. Louis-Louisville	SR AC 11011400

Georgia Division

Atlanta	SR AC 07011400
Atlanta Mechanical	SR AC 08031000
Georgia Division Agent Operators	SR AC 04021400
Georgia Division GS&F	SR AC 04011000
GS&F	SR AC 04011400
St. John	SR AC 04022000

Piedmont Division

Albemarle	SR AC 06041000
Asheville	SR AC 03011000
Charleston	SR AC 08021000
Charlotte	SR AC 08011000
Charlotte Engineering	SR AC 08032000
Danville	SR AC 06011000
Piedmont Mechanical	SR AC 11111111
Washington	SR AC 06031000

Atlanta General Office Building

Agency Operations Center	SR AC 07020000
Crew Management Center	SR AC 07020400
Customer & Car Accounting	SR AC 07063000
Freight Accounting	SR AC 07061000
Industrial Development	SR AC 07050000
Information Technology	SR AC 07070000
National Customer Service Center	SR AC 07110000
Operations Control Center	SR AC 07090000
Operations Service & Support	SR AC 07200000
Office of the Vice President of Engineering	SR AC 07040000
Real Estate	SR AC 11000000
Revenue Accounting	SR AC 07062000
Superintendent of Buildings - Atlanta	SR AC 07100000

RULE B-3 - SENIORITY LISTS

(a) A separate seniority roster covering each seniority district showing name, occupation, location, and seniority date of all employees will be posted in places accessible to all employees affected thereby.

(b) Names of employees retaining seniority rights under Rule B-5 shall be carried on the appropriate roster and designated as "promoted" or "excepted". The omission of the names of such employees from such rosters shall not, however, operate to affect their seniority in any way.

(c) The rosters will be revised and posted in July of each year and will be open to protest for a period of ninety (90) days from date of posting and upon presentation of proof of error by an employee, or his representative, such error shall be corrected. The duly accredited representatives of the employees shall be furnished with a copy of the rosters at the time they are posted. A typographical error may be corrected at any time.

(d) In those locations and/or offices where bulletin boards are not available, the carrier shall furnish each affected employee with a copy of appropriate seniority roster.

(e) Upon request, a Local Chairman will be furnished one updated copy of a seniority roster anytime during the 12 months following the last annual revision of such roster.

RULE B-4 - CONSOLIDATION OR DIVISION OF OFFICES OR DEPARTMENTS

(a) When, for any reason, two or more offices or departments are consolidated, or an existing office divided into two or more offices, employees affected shall have prior rights to corresponding positions of their class in the consolidated or separated office or department, carrying their seniority of that class with them. After such rights have been exercised, seniority rules will govern. Employees who assert such rights will retain and continue to accumulate any seniority they may have in other district(s) from which they transfer, with the understanding this seniority may be exercised only as specified in Rule B-12.

(b) It is agreed that provisions of this rule shall in no way affect special understandings now in effect with respect to seniority of certain employees who have heretofore transferred from one seniority district to another, or to employees who have established seniority rights in offices or departments that have been heretofore consolidated.

RULE B-5 - PROMOTION TO OFFICIAL OR EXCEPTED POSITIONS / RETENTION OF SENIORITY

(a) Employees covered by this agreement who have heretofore been promoted to and now occupy official or excepted positions with the Carrier, or positions with the Organization, occupying their entire time, and employees who may hereafter be promoted to any such positions either with the Carrier or the Organization shall retain all their rights and continue to accumulate seniority in the districts from which promoted in accordance with the provisions of the September 9, 1996 National Agreement. When official or excepted positions are filled by other than employees holding seniority under the respective rules of this agreement, no seniority shall be established by such employment to positions covered by the scope of this agreement.

(b) Employees holding seniority rights under section (a) of this Rule shall, in the event they are demoted, laid off or have occasion to leave their position account of circumstances beyond their election, be privileged to exercise a displacement right under schedule rules, provided they avail themselves of this opportunity within fifteen (15) days. If they desire to return to a clerical position because of their own election, they may assert their seniority only by bidding on vacancies, provided that they must exercise such right by bidding upon the first vacancy open, to which their seniority and qualifications entitle them, after so demoting themselves.

(c) Employees covered by this agreement who have been or may be in the future promoted to positions of train dispatcher will continue to accumulate seniority, but shall not return to a position covered by this agreement so long as they stand for regular assignment as train dispatcher. In the event of force reduction or disqualification, they shall have the privilege, within fifteen (15) days after being cut off as regular dispatcher, of exercising their seniority under this agreement; and failing to serve the required notice within fifteen days, may thereafter return to a position covered by this agreement only by bidding on vacancies. This Section (c) does not apply to employees who have worked less than 90 days on a position covered by this agreement at the time promoted.

(d) Nothing in this rule shall prevent employees described in Section (a) of this rule from bidding on vacancies, should they so elect, prior to leaving position covered by Section (a) of this rule.

NOTE: See [APPENDIX G](#) Memorandum of Understanding dated August 21, 1945 with respect to seniority rights of employees appointed from clerical positions to Yardmaster positions.

RETENTION OF SENIORITY

Section 1

All employees promoted subsequent to November 1, 1980, to wholly excepted or official positions from crafts or classes represented by the organization signatory hereto shall be required to pay an appropriate monthly fee, not to exceed monthly union dues and assessments, in order to retain and continue to accumulate seniority. An employee holding a wholly excepted or official position covered by this Section whose payments are delinquent shall be given a written notice by the appropriate National Representative of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.

Section 2

Employees promoted prior to November 1, 1980, to wholly excepted or official positions from crafts or classes represented by the organization signatory hereto who have been required to pay an appropriate monthly fee, not to exceed monthly union dues and assessments, in order to retain and accumulate seniority will continue to do so. An employee holding a wholly excepted or official position covered by this Section whose payments are delinquent shall be given a written notice by the appropriate National Representative of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.

Section 3

Employees promoted prior to November 1, 1980, to wholly excepted or official positions from crafts or classes represented by the organization signatory hereto who have not been required to pay an appropriate monthly fee, not to exceed monthly union dues and assessments, in order to retain and accumulate additional seniority will be required to do so henceforth; otherwise, they will no longer accumulate additional seniority. An employee holding a wholly excepted or official position covered by this Section who fails to begin payment of the appropriate monthly fee shall be given a written notice by the appropriate National Representative of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid having their seniority frozen.

RULE B-6 – PROMOTION: VACANCIES OR NEW POSITIONS NOT FILLED BY SENIORITY

Promotions, vacancies or new positions which are not filled by seniority shall be filled as follows:

Qualification, merit, and capacity being relatively equal, preference shall be given employees in the service, who have made application, in order of their service age.

"Service age" as used above begins on the date uninterrupted employment relationship began on last entrance into service of any company a party to this agreement in the craft covered by this agreement.

Carrier's right to fill excepted and official positions without regard to this rule is recognized except that preference will be given to employees covered by the scope of this agreement in filling positions named in the Exceptions of Rule A-2. Carrier need not give consideration to relative seniority or service age.

RULE B-7 - FILLING VACANCIES UNDER SENIORITY RULES

(a) Except as provided in Rules B-6 and B-8, assignment and displacement rights to advertised positions or vacancies under these rules shall be based upon seniority, fitness and ability. Fitness and ability being sufficient, seniority shall prevail. The term "fitness and ability" shall not be construed as meaning "eminently qualified"; however, it shall mean that the successful applicant must possess the basic skills required of the position and evidence the reasonable probability that he/she will be able to satisfactorily fulfill all of the requirements of the position within a reasonable period of time.

The officer in charge where a vacancy occurs will, within two days, bulletin such position to all employees on the seniority district in which the vacancy exists. The bulletin will show location, title, rate of pay, and preponderance of duties of position, number of hours assigned per day, and number of days assigned per week, subject to reduction in weeks in which holidays occur by the number of such holidays. Employees desiring such position must, within five (5) calendar days (except in Atlanta General Office Building where the period shall be two (2) working days) after bulletin is posted, make written application to the officer issuing the bulletin. The bulletin shall expire at twelve o'clock midnight on the fifth or second day, as the case may be. From these applications the senior qualified employee shall be assigned to the position within fifteen (15) days, and bulletin will be posted giving name of successful applicant. If requested, copy of all bulletins will be furnished Local Chairman.

The successful applicant shall be placed on the position within thirty (30) days from date bulletined or will thereafter be compensated for any difference in wage rates and, if such position is located in a different city or town, he will be considered diverted under Rule H-1(b).

NOTE: See sample of vacancy and assignment bulletins, [APPENDIX A](#).

(b) The term "vacancies" covers old or new positions to be filled.

(c) Bulletined positions may be filled temporarily pending an assignment. In the event no bids are received, or in the event the bidder is junior to a qualified furloughed employee who has protected his seniority in accordance with Rule B-14(e), the senior qualified furloughed employee will be recalled and assigned as provided in Rule B-16. In the event no bids are received and there are no qualified furloughed employees, the junior qualified extra board employee will be assigned to the position.

Applications from qualified employees on the same seniority district shall be given preference over applications from employees on other districts, employees not embraced within the scope of this schedule or non-employees.

(d) An employee vacating a position will not be eligible to bid on the position thus vacated under the bulletin resulting from the employee leaving such position unless such employee is displaced or otherwise accrues a displacement right during the period the vacated position is under bulletin.

(e) An employee bidding on a position may not withdraw such bid, unless proper officer be advised before bulletin period has expired. Employee assigned shall accept position and failing to do so cannot return to his former position until such position is again vacant, and may only exercise his rights by bidding on vacancies or going to extra list, if maintained; if no extra list maintained, shall go to furlough list.

RULE B-8 - TEMPORARY VACANCIES

(a) Vacancies of thirty (30) days or less duration shall be considered temporary and may be filled at or by the discretion of the officer in charge. Whenever it is evident such vacancy will extend beyond such thirty (30) days, it shall be immediately bulletined as “temporary – subject to return,” showing probable duration, if known.

(b) Employees shall be assigned by bulletin to such positions in accordance with Rule B-6 or B-7, as the case may be.

(c) When a temporary vacancy becomes a permanent vacancy, it will be re-bulletined as such. Temporary positions of six (6) months duration will be re-bulletined as permanent.

(d) An employee, upon being relieved from a bulletined temporary vacancy, may return to his regular position, provided it still exists, or a senior employee has not exercised seniority rights thereto, or within five (5) working days in the field or two (2) working days in General Offices thereafter displace on any permanent position for which qualified and awarded to a junior employee during the time he was covering the temporary vacancy. In the event his regular position no longer exists, or a senior employee has exercised seniority thereto, he shall within five (5) working days in the field or two (2) working days in General Offices upon being relieved from the temporary vacancy exercise a displacement to any permanent position for which qualified and held by a junior employee.

RULE B-9 - DECLINING PROMOTION

Employees declining promotion do not forfeit seniority rights to any other position when vacancies occur.

RULE B-10 - FAILURE TO QUALIFY

Employees awarded bulletined positions will be allowed a reasonable time in which to qualify and, failing, shall retain all their seniority rights, may bid on any bulletined position, but will not displace any regularly assigned employee.

RULE B-11 - RULE DELETED

RULE B-12 - TRANSFERRING

(a) Employees transferred on their respective division by direction of the Company will be furnished free transportation for themselves, families and effects where same does not conflict

with State or Federal laws, and will be allowed regular pay while in transit and making such transfer, rate of pay to be based on position from which transfer is made.

(b) Subject to the provisions of the April 3, 1965 Stabilization Agreement, or subsequent amendments thereto, when positions are transferred from one seniority district or roster to another, the incumbents will have prior rights to the positions to be transferred, if they elect to accompany same. Those electing not to follow their positions may exercise their seniority rights on the roster and district in which employed, and the positions to be transferred will be bulletined, first, in the seniority district or roster from which they are to be transferred, and if necessary, second, in the seniority district or roster to which they are to be transferred. Seniority of employees transferred under such circumstances shall be transferred and dovetailed into the new seniority district or roster.

(c) An employee transferring without his position from one seniority district to another will acquire seniority in the district to which he transfers on the date he first works the assignment and will retain and continue to accumulate seniority in the seniority district from which he transfers. If displaced, he will be required to exhaust seniority in the new seniority district before exercising displacement rights in former seniority district, but must return to the new district at first opportunity on being properly notified, or forfeit seniority in such new district. If any employee voluntarily returns to his home seniority district, he will forfeit seniority on all districts to which he may have previously transferred.

(d) When an employee is temporarily transferred to a position paying a lower rate of wage than his regular assignment, he will be paid at the rate of his regular wages.

(e) When transferred temporarily to a position paying a higher rate of wage, he will be paid at the rate applying to position to which transferred.

RULE B-13 - TRADING POSITIONS OR SENIORITY

Trading positions or seniority standing will not be permitted.

RULE B-14 - REDUCING FORCES - ABOLISHING POSITIONS

(a) When forces are reduced and/or positions are abolished, at least five (5) working days' advance notice shall be given employees affected thereby, except as otherwise provided in paragraphs (c) and (d) of this rule. An employee whose position is abolished may exercise his seniority rights by displacing a junior employee on a position for which he is qualified; other employees affected may exercise their seniority rights in the same manner. Except as otherwise provided in Rule E-1(k), employees displaced, whose seniority rights and qualifications entitle them to regular positions, may assert such rights within five (5) working days in the field or two (2) working days in General Offices, as the case may be. Employees who do not possess sufficient seniority or qualifications to displace a junior employee or who do not assert their displacement rights within the prescribed time limit shall be considered as furloughed.

(b) When forces are reduced, the position to be abolished shall be the position or positions which are no longer needed; if there be two or more positions doing the same kind of work paying different rates in the office where such abolishment is to be effected, the position paying the lowest rate shall be abolished. In reducing forces, where there are two employees in the same office assigned to the same class of work, working the same hours and receiving the

same rate of pay and one of the positions is to be abolished, it will be the position held by the junior employee.

(c) Rules, agreements, or practices, however established, that require advance notice to employees before abolishing positions or making 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 (d) below, provided that such conditions result in suspension of a carrier's operations in whole or in part. It is understood and agreed that such 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. If an employee works any portion of the day he will be paid in accordance with existing rules.

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

(e) Employees desiring to protect their seniority rights and to avail themselves of this rule must file their correct address in writing with proper officer within thirty (30) days after being cut off. Such employees will retain and accumulate seniority on their respective districts.

(f) In case of leave of absence granted before the five (5) day displacement expiration date; or sickness or injury occurs prior thereto, the displacement period will be extended to afford the employee sufficient displacement time, if proper officer is advised in writing prior to expiration of the five (5) day displacement period.

(g) Nothing in this rule shall affect or prevent the abolishment of positions at any time, except as otherwise provided in this rule.

(h) An employee accruing a displacement right under this rule shall give at least thirty-six (36) hours advance notice, in writing, to the officer in charge, of his desire to exercise a displacement right under agreement rules, with a copy of such written notice to the employee he desires to displace, and shall not be permitted to displace unless and until such notice is given. The written notice must be given thirty-six (36) hours or more prior to the starting time of assignment on the day on which he desires to displace, the thirty-six (36) hour period to begin at time notice is received by employing officer.

NOTE: Paragraph (h) shall not apply in any of the general offices at Atlanta insofar as it conflicts with practices prevailing in those offices.

(i) Under this rule, it is understood that an employee is not displaced until actually relieved.

(j) Upon return to active service from vacation, regularly assigned employees may, upon their return or within five (5) calendar days thereafter, exercise seniority rights to any position bulletined during their absence to which they may be entitled by reason of seniority and qualifications. Employees displaced thereby may exercise their seniority rights within five (5) working days in the field or two (2) working days in General Offices from date so displaced, and must give proper thirty-six (36) hour notice as provided in this rule.

RULE B-15 - POSTING BULLETINS

Bulletins will be issued and posted covering positions furloughed or abolished. See sample of Abolishment bulletin [APPENDIX A](#).

RULE B-16 - INCREASING FORCES

(a) When forces are increased or vacancies occur, furloughed employees shall be recalled and required to return to service in the order of their seniority and qualifications, except as provided in paragraph (c) of this rule.

(b) Furloughed employees, when available, shall be given preference on a seniority basis to all extra work, short vacancies and/or vacancies occasioned by the filling of positions pending assignment by bulletin, which are not filled by rearrangement of regular forces or from the extra boards established as provided in Rules E-5. When a bulletined new position, or vacancy, is not filled by an employee in service senior to a furloughed employee who has protected his seniority as provided in Rule B-14(e), the senior furloughed employee will be recalled to fill the position. Furloughed employees failing to return to service within seven (7) calendar days after being notified (by mail or telegram sent to the last address given) or failing to give satisfactory reason for not doing so will be deemed to have resigned from the service.

(c) Furloughed employees desiring to waive their right to return to service on positions or vacancies of less than thirty (30) calendar days duration may do so by filing written notice with the proper officer and the Local Chairman; such notice may be canceled or terminated in the same manner.

RULE B-17 - DISCHARGED AND REEMPLOYED

An employee covered herein discharged and reemployed on same seniority district within six months will not lose seniority, but if not reemployed until after six months shall have elapsed, will rank as new man, except in special cases. In event case is handled, the six month period provided in this rule shall not commence to run until a decision is rendered which is not appealed in accordance with schedule rules, or until final decision is rendered by highest officer designated by the company to handle cases on appeal, or a final decision is rendered by a Board of Adjustment under the Railway Labor Act.

RULE B-18 - EMPLOYEES REINSTATED

Employees reinstated with seniority rights unimpaired may return to last position held or exercise rights as though returning from leave of absence under Rule D-1. Employees affected by such reinstatement will be afforded a displacement right.

RULE C-1 - DISCIPLINE, INVESTIGATIONS, HEARINGS, AND APPEALS

(a) An employee who has completed sixty (60) days of compensated service will not be disciplined (including discharge) except for cause. In the event an employee is disciplined he will be notified, in writing, of the specific reasons therefore. The appropriate TCU local chairman shall be sent a copy of the letter assessing discipline against the employee he/she represents.

The Carrier recognizes the right of such employee to be accompanied by his duly accredited representative, should he so desire same, during any discussion with the employee regarding events leading to such disciplinary action. The National Representative and the appropriate TCU local chairman shall be sent a copy of the letters assessing discipline against the employee he/she represents. If such employee, or his duly accredited representative, disagrees with the disciplinary action taken by the Carrier, he may request, within ten (10) days following such notification, a hearing before proper Carrier officer to determine the propriety thereof. At such hearing, the employee involved shall be entitled to the assistance of the duly accredited representative. The hearing shall be held within ten (10) days of request if practicable, and the designated Carrier official shall render a decision affirming, modifying, or revoking the prior disciplinary action within ten (10) days following the date on which such hearing is completed.

NOTE: It is understood that the sixty (60) days probationary period referred to in paragraph (a) of Rule C-1 shall not begin until a trainee establishes seniority and performs compensated service under this Agreement.

(b) If the Carrier determines the need for investigating an incident that may result in disciplinary action, any employee involved shall be furnished with a letter setting out the subject matter and the charges against the employee(s) involved. Such letter shall set a time, date and place for hearing thereof, which hearing shall be conducted in the same manner as provided for hearings conducted under Paragraph (a) above.

(c) No employee will be disciplined for any matter of which the Carrier has had knowledge for more than thirty (30) days.

(d) Hearing shall be held at either the division headquarters, the office of the officer conducting the hearing or at the home terminal of the employee involved, whichever is the most practicable. It will be preferable to hold the hearing at such time as will limit the loss of rest or time for the employee and/or his witnesses. The employee shall be afforded a reasonable opportunity to secure the presence of his representative and/or witnesses.

(e) A record of the proceedings of all discipline hearings shall be made and the National Representative of TCU shall be sent a copy of such records in addition to the employee and his local chairman. All written statements which are introduced at the hearing or on appeal must be signed by the person(s) making same and copies shall be furnished the employee, his representative and the Carrier officer holding the hearing. When notation is made against the record of an employee, he will be furnished a copy of same.

(f) If an employee is found blameless following hearing or upon appeal, the discipline will be erased from his service record and he will be reimbursed for the pecuniary loss involved. In the event discipline is modified, his service record will be adjusted and he will be reimbursed for any difference in loss. However, all earnings in other employment during the suspension or dismissal period shall be used to offset the loss due such employee.

(g) If an employee is suspended, the suspension shall date from the time he was taken out of service.

(h) The time limits provided in this rule may be extended by mutual agreement.

(i) For purposes of this rule only, the term "duly accredited representative" is understood to mean the National Representative, Assistant National Representative, local chairman, or an employee designated by the National Representative.

(j) Employees disciplined must, in writing, appeal the discipline, personally or through the union representative, directly to the officer specified in Attachment 1 below within thirty (30) days of the written decision of discipline. Copies of such appeals will be furnished to the Carrier officers at each lower appeal level.

(k) Written decision by the officer receiving the appeal, as provided in paragraph (j) above, must be rendered within thirty (30) days after the date of appeal.

(l) If this decision is unacceptable, the National Representative must, within thirty (30) days of the decision, make written appeal to the highest Labor Relations officer of the Carrier designated for that purpose, with copies to the Carrier officers at each appeal level.

(m) Within thirty (30) days of the National Representative's appeal, a conference must be held between the parties for discussion of the case. If the discipline is affirmed during the conference, written confirmation must be given within thirty (30) days from the date of said conference. The grievance will be barred unless within sixty (60) days of confirmation proceedings are instituted to progress the grievance to a tribunal in accordance with applicable agreement rules and law.

(n) The time limits provided herein may be extended or waived by agreement in writing between the applicable Carrier officer and the National Representative.

(o) If the discipline assessed is not appealed within the time limits set forth herein, said discipline shall be accepted as final. If no decision is rendered following appeal within the time limits set forth herein, the appeal shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other discipline cases.

ATTACHMENT 1

There shall not be more than two (2) levels in the appeal process for the handling of disciplinary matters. The following list is intended to serve as a guide for the first level in the appeal process. In the event omissions, deletions or corrections are necessary, the Carrier will notify the National Representative, in writing, of such changes. In all cases, the second level in the appeal process will be the highest Labor Relations officer of the Carrier designated for that purpose.

First Level in Disciplinary Appeal Process

Transportation (Division)	Division Superintendent
Storehouse	Director, Regional Materials Centers
Mechanical	DMMO – Shop Manager
Maintenance of Way (Division)	Assistant Vice President - Maintenance of Way
Communication	Assistant Vice President – Communications and Signals
Intermodal	General Manager, Intermodal

Engineering & Research	Assistant Vice President – Engineering and Research
Revenue Accounting	Director – Revenue Accounting
Customer & Car Accounting	Director – Customer and Car Accounting
Expenditure Accounting	Director – Expenditure Accounting
Management Information Service	Vice President, MIS
Building Superintendent	Assistant Vice President, Real Estate
Transportation-Control Center	Vice President – Transportation
Operations Service and Support	Director – Operations Service and Support
Crew Management Center	Director – Crew Management Center

RULE C-2 - GRIEVANCES

An employee who considers himself unjustly treated, otherwise than covered by these rules, shall have the same right of investigation, hearing, appeal and representation as provided in Rule C-1 if written request which sets forth the employee's complaint is made to his immediate superior officer and/or the designated officer with whom claims are filed, within thirty (30) days of cause of complaint.

NOTE: This rule should be used particularly in instances where an employee is adjudged not to have relatively equal or sufficient qualifications, merit and capacity for a position on which he has submitted an application or bid and a junior employee has been assigned or awarded the position. The employee must then present evidence at the hearing that he did have relatively equal or sufficient qualifications, merit and capacity and the burden of proof rests with such employee. In the event the employee had previously filled the position for thirty (30) or more work days during a vacancy or during a vacation period and had not previously been disqualified there from, the burden of proof would then shift to the carrier to prove such employee did not have relatively equal or sufficient qualifications, merit and capacity.

This rule is not limited solely to cases of the type cited above, but may be used in any case where an employee feels he has been unjustly treated in some manner not covered by any specific rule(s) of this agreement.

A record of the proceedings conducted in accordance with Rule C-2 is not required.

RULE C-3 - HANDLING OF CLAIMS OR GRIEVANCES

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

shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

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

The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within 9 months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. The time limits provided in this paragraph (c) will be adjusted to provide for further handling within two months following the date of the carrier's letter confirming conference discussion. This extension will not apply to claims filed and progressed on a continuing basis. 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 TCU 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.

RULE C-4 - ADJUSTMENTS FOR OVERPAYMENTS

In making adjustments for overpayments, such adjustments shall not extend behind a period of sixty (60) days prior to the date upon which employees involved receive written notification that such adjustments are to be made.

RULE D-1 - LEAVE OF ABSENCE

(a) Leave of absence for period not exceeding five days may be granted upon verbal request. Application for leave of absence exceeding five days must be made in writing and approved by proper officer. Leave of absence for more than ninety (90) days within twelve consecutive months will not be granted except by agreement made in advance and in writing between representatives of management and employees, copy of notice of leave allowed to be furnished on request.

It is understood that leave of absence is not required in bona fide cases of sickness or injury of an employee.

NOTE: It is agreed that employees who have been displaced and claim a certain position under schedule rules, must actually place themselves on the position before being granted a leave of absence.

(b) If an employee fails to report for duty at the expiration of his leave of absence, he shall be considered as out of the service, unless he can give satisfactory reasons for such failure acceptable to the officer in charge and the National Representative.

(c) Leave of absence will be granted to employees promoted to official positions with the Carrier or Organization.

(d) An employee reporting for duty after leave of absence must give the officer in charge advance notice of at least eighteen (18) hours.

(e) Upon return to service from leave of absence, employees embraced by this agreement shall be given their former standing, displacing those temporarily filling any position during their absence, or may, upon return or within five calendar days thereafter, exercise seniority rights to any position bulletined during such absence. Employees displaced by their return may exercise their seniority in the same manner.

(f) An employee whose position is abolished or who has been displaced while on leave of absence shall have privilege upon his return of exercising his seniority rights in accordance with the provisions of Rule B-14. It is understood that an employee returning from leave of absence occasioned by definite leave or sickness, shall have the right to return to his former position under all circumstances except when displaced by a senior employee through the exercising of a rolling right.

NOTE: It is agreed that the sentence "employees displaced by their return may exercise their seniority in the same manner" means that every employee displaced as a result of any employee exercising his right, under this rule, shall have the same privilege in the matter of exercising a displacement right, as provided in Rule B-14, which deals with displacement rights in the event of a force reduction. That is to say, the above quoted words of the rule above give to employees affected five (5) working days in the field or two (2) working days in General Offices within which to exercise displacement rights.

(g) An employee retired under the disability provisions of the Railroad Retirement Act shall retain seniority until he attains the age of 65 years, but the position vacated by him upon his retirement will be bulletined as a permanent vacancy. Should he recover sufficiently to resume service prior to attaining the age of 65 years, upon his return to service he will be governed by the provisions of paragraph (e) of this rule.

(h) Employees inducted into Military Service of the United States will have their seniority protected as provided by Federal Law. Vacancies thus created will be bulletined as permanent vacancies under Rule B-7 and bulletin will show cause of vacancy.

Such leave of absence shall terminate upon loss of the employee's reemployment rights under the Federal Law in effect.

RULE E-1 - THE 40-HOUR WEEK

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

(a) General -- The Carrier will establish a workweek of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the workweeks may be staggered in accordance with the Carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday.

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

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

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

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

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.

The regular relief positions established under this paragraph (e) shall be bulletined and shall be paid the rates applicable to the position on which relief service is performed. If relief positions include relief service on two positions on one day, the straight time rate of each position shall be paid, but this does not contemplate working a relief employee through two consecutive shifts.

Regular relief assignments will be concentrated as much as practicable, consistent with train service and to avoid unnecessary travel. Free transportation for necessary travel in providing relief will be made available to relief employees. Turnovers between regular and relief employees shall be without expense to the Carrier.

Changes in the assignment of regular relief positions from those advertised will constitute a new position but the employee holding the regular relief positions at time of change will have the

option of retaining it or exercising displacement privileges. In the latter event, the relief position so vacated will be rebulletined. A change in the starting time of a position on which they relieve does not grant regular relief employees displacement privileges.

Where it is not practicable, because of number of rest days involved or because of location of positions, to cover all rest days on a seniority district by establishment of regular relief assignments of five (5) days, work on rest days not covered by such assignments may be performed by qualified extra men if available who will be paid pro rata rates therefore.

(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, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend to 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 agreement rules.

(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), the following procedure shall be used:

1. All possible regular relief positions shall be established pursuant to paragraph (e) of this rule.
2. Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
3. Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
4. Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
5. If the foregoing does not solve the problem, then some of the relief or extra men 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 men.
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, 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 Extra or Furloughed Employees -To the extent extra or furloughed men may be utilized under this agreement, 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 Sunday which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may be in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may be necessary is not required. Changes in amount or nature of traffic or business and seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that types of work which have not been needed on Sundays will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.

(k) Changing Assigned Rest Days--Regular assigned rest days shall not be changed without at least thirty-six (36) hours' notice to the employee or employees occupying the position affected.

When regularly assigned rest days are changed, employees holding the assignments, whether relief or regular, shall have the option, within five days thereafter, upon giving thirty-six (36) hours' advance notice, of changing positions in accordance with seniority rules. Other employees displaced thereby shall have the privilege of exercising seniority under seniority rules, provided they avail themselves of this privilege within five (5) working days in the field or two (2) working days in General Offices from the date displaced.

(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 extra or unassigned employee who will otherwise not have forty hours of work that week; in all other cases by the regular employee.

RULE E-2 - BASIC DAY

(a) Except as otherwise provided in this agreement, eight (8) consecutive hours, exclusive of meal period, shall constitute a day's work; except that where two or more shifts are worked, eight (8) consecutive hours shall constitute a day's work.

(b) Except as provided in Rule K-2, extra employees called for relief service will be paid not less than eight hours at rate applicable to position filled.

RULE E-3 - MEAL PERIOD

(a) At one man stations, employees will be afforded a meal period of not less than thirty minutes nor more than one hour which will be started not earlier than three and one-half hours nor later than six hours after the beginning of the employee's assigned starting time. If such meal period is not afforded within such time limits and is worked, the employee shall be paid for the time of his meal period at the time and one-half rate.

(b) For regular operations requiring continuous service twenty-four hours per day, eight (8) consecutive hours without meal period may be assigned as constituting a day's work, in which case not to exceed twenty minutes shall be allowed in which to eat, without deduction in pay. Such meal period shall be started not earlier than three and one-half hours nor later than six hours after the beginning of the employee's assigned starting time, except in individual or special cases when agreed upon by the employee and the employer. If meal period is not afforded within this time limit and is worked, the meal period shall be paid for at the pro rata rate and twenty minutes within which to eat shall be afforded at the first opportunity without deduction in pay.

(c) Except as provided in (a) and (b) above, the meal period shall not be less than thirty minutes nor more than one hour unless otherwise agreed to by a majority of employees in a department or sub-division thereof. This shall not, however, prevent assigning to individuals meal periods of either shorter or longer duration than the established meal period when mutually agreed to between the representatives of the employees and the carrier. Meal periods of more than one hour and thirty minutes will not be established except by mutual agreement between representatives of employees and the carrier.

Exception: In cases where employees have heretofore been assigned meal periods of more than one hour, such assignments may be continued without agreement with representatives of employees, but in no instance will such meal periods be for more than two hours.

RULE E-4 - STARTING TIME

(a) Regular assignments shall have a fixed starting time and the regular starting time shall not be changed without at least thirty-six (36) hours notice to the employees affected. Change in the starting time of a regular assignment for one hour or more five consecutive work days shall give the employee affected the option, within five (5) days thereafter, of change in position in accordance with seniority rules upon giving thirty-six (36) hours advance notice. Other employees affected thereby shall enjoy the same privileges. If the total aggregate change in starting time in any twelve (12) months period is one hour or more, the provisions of this rule may be availed of.

(b) At stations where only one employee is employed, the hours of service will begin between 6:00 a.m. and 8:00 a.m. or between 6:00 p.m. and 8:00 p.m.

(c) No shift shall commence between 12:01 a.m. and 5:00 a.m. except by agreement between the Assistant Vice President, Labor Relations, and the National Representative.

(d) It is agreed that a change in hours of assignment of less than four hours does not constitute a new position; if assignment is changed four or more hours, it will be considered a new position and be bulletined in accordance with schedule rules.

NOTE: This rule is not applicable to employees covered by Rule H-1 (a) or changes to or from Daylight Saving Time.

RULE E-5 - EXTRA YARD CLERKS

(a) This rule is applicable to the field positions filled from the seniority rosters listed in Rule B-2, except for positions:

1. In the offices of Division Superintendents,
2. In the offices of Terminal Superintendents,
3. In Mechanical Department Offices,
4. In Maintenance of Way Department Offices, and
5. In Purchasing and Materials Management Department Offices

(b) Zoned Extra Boards may be established on seniority districts where this Rule E-5 is applicable. Where Zoned Extra Boards are established, the officer in charge will designate the working limits of the zone and, where necessary, specify the positions protected by that Board. On districts where more than one Zoned Extra Board is established, the zones will be designated as "Zone 1," "Zone 2," etc. When working limits of a zone are changed (expanded or reduced), the employees assigned to that Extra Board will be given five (5) calendar days advance notice of the impending change, and will acquire the right to make a displacement within five (5) calendar days of the effective time of the change.

(c) On each Zoned Extra Board thus established, extra board position(s) will be created and bulletined as regular assignments in accordance with Rule B-7, and the guarantee specified in paragraph (4) below shall apply. Such bulletins will designate the zone to be protected by the position, but will not specify assigned hours, rest days, or duties. The rate of pay of Zoned Extra Board clerks will be the daily rate of the position on which protecting a vacancy or the trainee rate specified in paragraph (d)(2) below when instructed to train.

NOTE: If no applications from qualified employees are received under the bulletin, the officer in Charge will call the senior qualified furloughed clerk to fill the position. If he declines to accept the assignment or fails to respond within the period stipulated in the rule, without acceptable excuse for such failure, his name shall be stricken from the seniority roster and the next oldest qualified furloughed employee shall be called for the assignment, and if he declines or fails to respond within the period stipulated in the agreement, without acceptable excuse for such failure, his name shall be stricken from the seniority list, and so on until the position is filled or the furloughed list is exhausted.

Should the number of extra clerks assigned to a Zoned Extra Board be reduced, the position occupied by the Extra Clerk junior in seniority shall be abolished.

An employee displacing to the Zoned Extra Board shall displace the junior employee on the extra board.

Extra Board positions will not be established for the purpose of avoiding the maintenance of an adequate number of regularly assigned positions.

- (d) 1. Zoned Extra board clerks who make themselves available for service as outlined below shall be guaranteed not less than the monetary equivalent of eight (8) straight time days' pay at the composite rate of the Zoned Extra Board for each bi-weekly pay period.

A zoned extra board clerk who is available for service when called, does not mark off, and does not leave the extra board for the entire bi-weekly period shall be entitled to the full eight (8) day guarantee for that bi-weekly pay period.

In view of the variation in the starting times of positions to be relieved by the zoned extra boards, systems of calling times will be established locally between the Local Chairman and Carrier officer for each zoned extra board.

A zoned extra board clerk who occupies a position on the extra board for less than an entire bi-weekly period will qualify for a pro-rata portion of the guarantee during the time he is on the extra board, provided the extra clerk is available for service when called and does not mark off while occupying such position.

2. A Zoned Extra Board clerk not protecting a vacancy on any day may be trained on any position or in a classroom environment when so instructed by the Carrier. While an extra employee is being trained, such employee may perform all the duties of any position protected by the extra board.

While being trained, a zoned extra board employee will be paid at the rate of the lowest-rated position relieved by the zoned extra board.

- (e) In filling vacancies in positions protected by a Zoned Extra Board, extra clerks will work first-in, first-out, regardless of their seniority standing.

Temporary vacancies of less than ninety (90) days will be assigned to available qualified extra employees.

NOTE: Except as otherwise allowed in other rules (such as holidays, sick leave, so-called personal leave days, vacations, and jury duty) one day vacancies shall be subject to the following:

1. Seven day positions will not be blanked.
2. In the event a qualified extra employee is not available for a five or six day position vacancy, this rule shall not require the calling of a regular assigned employee on his rest day or from another shift to perform less than one hour and thirty minutes work when there are other schedule employees already on duty from that roster who can perform the service.

Where work is required by the Carrier to be performed on an assigned rest day which is part of a regular relief assignment, preference for such work shall be extended in the following order:

1. Occupant of the regular relief assignment.
2. An extra employee who has worked less than 40 hours that week.

3. The regular assigned employee observing his rest day.
4. An extra employee at time and one-half rate.
5. Any other available regular assigned employee.

(f) The work week for employees covered by this rule shall be a period of seven consecutive days starting with Saturday. An extra board clerk cannot claim extra service after working forty (40) hours consisting of five (5) eight (8) hour shifts in any work week starting with Saturday if another extra or furloughed clerk who has not worked forty (40) hours in that work week is available.

NOTE: The intent and purpose of the above paragraph is:

1. To permit clerks on this extra board to work first-in, first-out, as needed until they have worked forty (40) hours or five (5) eight (8) hour shifts in any work week starting with Saturday.
2. If work in excess of forty (40) hours or five (5) eight (8) hour shifts is available to extra board clerks in any work week, preference is then to be given qualified and available furloughed employees on their respective seniority roster who will not have worked forty (40) hours or five (5) eight (8) hour shifts in that work week.

(g) A clerk obtaining extra service under this rule will remain on such position during the period of the vacancy, unless displaced as provided in (a) or (b) below:

1. By a senior employee who in the exercise of a displacement right, displaces the regularly assigned occupant of such position.
2. By a senior extra board employee after the junior employee has filled the temporary vacancy not less than ten (10) work days. Provided, an extra employee who has had forty (40) hours of work in his work week may not roll another extra employee who has not had forty (40) hours of work in his work week.

An extra employee, who marks off while regularly filling a vacancy, shall have the same right to return to such vacancy in less than ten (10) working days that the regular man would have.

(h) When a zoned extra board clerk takes the assignment of a regular clerk as provided in paragraph (g) above, he assumes all the conditions of that assignment, including its hours, rate of pay, work and rest days. An extra board clerk so obtaining a vacancy shall be deemed to be "moving from one assignment to another" within the meaning of the term as used in Rule G-1(c) when going on or returning from such vacancy.

EXAMPLE: An extra board clerk works Saturday, Sunday, Monday and Tuesday, and then on Wednesday goes on a temporary vacancy on a position with rest days of Sunday and Monday. In such situation such extra yard clerk would be deemed to be "moving from one assignment to another" when moving to the temporary vacancy and would fill the vacancy on Thursday and Friday at straight time rate.

Even though an extra employee is placed on a vacancy only one or two days before reaching the rest days, he will observe the intervening rest days of that assignment unless the regularly assigned employee has given notice of his return prior to the end of the tour of duty preceding the rest days. In the event the regular employee does not so return after having given notice, a new vacancy will be created.

When an extra board employee observes rest days as stipulated by the preceding paragraph and is required to perform service on either or both of such rest days he will be paid therefore at the time and one-half rate.

When an extra employee fills a temporary vacancy for the entire work week of a particular assignment (i.e., the first, second, third, fourth and fifth work days), he will take the rest days of that assignment even though the temporary vacancy in that particular assignment does not continue beyond the rest days.

(i) Any employee, whose vacancy is subject to this rule, granted a leave of absence or off sick without specified time of return must give notice of his return to his assignment at least eighteen (18) hours in advance of his assigned starting time, if Rule H-2 applied to the filling of the subject vacancy from the Extra Board. The extra employee affected will be given such notice, if possible, before the end of his tour of duty. If Rule H-2 did not apply to the filling of the vacancy, then the returning regular employee must give notice of his return at least three (3) hours in advance of his assigned starting time.

(j) When two or more vacancies are to be filled on the same day, with the same starting time, the available extra employee standing first out on the board has the option of selecting which vacancy he fills.

RULE F-1 - BASIS OF PAY AND MAINTENANCE OF EARNINGS

Five-Day Assignments:

(a) To determine the pro rata hourly rate for daily rated employees, divide the daily rate by 8. To determine the daily rate, multiply the pro rata hourly rate by 8.

(b) Nothing herein shall be construed to permit the reduction of days for employees covered by these rules below five (5) per week, excepting that this number may be reduced in a week in which holidays specified in Rule G-6 occur within the five days constituting the work week by the number of such holidays.

RULE F-2 - DISPOSTION OF FRACTIONS

In converting hourly rates to daily rates, or daily rates to equivalent hourly rates, and in computing new rates account wage adjustments, fractions of less than one-half cent will be dropped and fractions equal to or more than one-half cent will be raised to the next highest cent.

RULE F-3 - GUARANTEE

Regular assigned employees shall receive eight (8) hours pay within each twenty-four (24) hour period, according to location occupied or position assigned, if ready for service and not used, except on assigned rest days and specified holidays.

This rule shall not apply in case of force reduction or where traffic is interrupted or suspended by conditions beyond control of the Carrier.

RULE F-4 - PRESERVATION OF RATES

Employees temporarily or permanently assigned to higher rated positions shall receive the higher rates while occupying such positions; employees temporarily assigned to lower rated positions shall not have their rates reduced. A "temporary assignment" contemplates the fulfillment of the duties and responsibilities of the position during the time occupied, whether the regular occupant of the position is absent or whether the temporary assignee does the work irrespective of the presence of the regular employee. Assisting a higher rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment.

RULE F-5 - NEW POSITIONS

Rates of pay for new positions shall be fairly comparable with wages for positions of similar kind or class in similar locations in the seniority district where created; if no comparable position exists in the seniority district in which new position is to be created, the rates for comparable positions in other similar districts and locations shall be considered.

RULE F-6 - RATING POSITIONS

(a) Positions shall be rated, and the transfer of rates from one position to another shall not be permitted except by mutual agreement between the management and the National Representative.

(b) Except when changes in rates result from negotiations for adjustments of a general character, the changing of a rate of a specified position for a particular reason shall constitute a new position.

(c) When the duties and responsibilities of an established position are altered, the rate of the position will be subject to change by mutual agreement between the management and the National Representative or review by the System Classification Committee established pursuant to the 1991 National Salary Plan.

RULE F-7 - Rule Deleted

RULE F-8 - ESTABLISHED RATES AND POSITIONS

(a) Rates of pay now in effect are hereby made a part of this agreement. See [APPENDIX J](#).

(b) Except as otherwise provided in these rules, established positions shall not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of these rules.

RULE F-9 - QUALIFYING

Employees covered by this agreement required to qualify on positions will be compensated for such qualifying period that is deemed necessary, payment to be made at the rate of the position for which qualifying. The provisions of this rule do not apply to employees bidding on vacancies, exercising displacement right, or trainees who have not established seniority under this agreement.

RULE G-1 - OVERTIME

Except as otherwise provided in this agreement:

(a) When necessary to work overtime before or after assigned hours, the employee occupying the position on which overtime work is necessary will be given preference. If the work required is not identifiable with any position, preference will be given to the senior qualified employee assigned to the office involved.

(b) Time worked in excess of eight (8) hours, exclusive of meal period, on any day, shall be considered overtime and paid for at time and one-half rate on the actual minute basis.

(c) If time or overtime be not allowed as claimed, employee will be promptly notified in writing and reasons given therefore.

(d) 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 hourly rate except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under Rule E-1(g).

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

(f) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays, 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.

RULE G-2 - CALLS

(a) Except as otherwise provided in these rules, employees called to perform work outside of established hours will be paid a minimum of two (2) hours and forty (40) minutes at time and

one-half rate for two hours and forty minutes work or less, additional time calculated on minute basis at time and one-half rate.

(b) For work in advance of and which continues to starting time of regular work period, employees will be paid a minimum allowance of one hour at time and one-half rate for one hour or less, additional time calculated on minute basis at same rate.

RULE G-3 - AUTHORITY FOR OVERTIME

No overtime hours will be worked except by direction of proper authority, except in cases of emergency where advance authority is not obtainable.

RULE G-4 - ABSORBING OVERTIME

Employees will not be required to suspend work during regular hours to absorb overtime.

NOTE: Under the provisions of this rule, an employee may not be requested to suspend work and pay during his tour of duty to absorb overtime previously earned or in anticipation of overtime to be earned by him. It is not intended that an employee cross craft lines to assist another employee. It is the intention, however, that an employee may be used to assist another employee during his tour of duty in the same office or location where he works and in the same seniority district without penalty. An employee assisting another employee on a position paying a higher rate will receive the higher rate for time worked while assisting such employee, except that existing rules which provide for payment of the highest, rate for entire tour of duty will continue in effect. An employee assisting another employee on a position paying the same or lower rate will not have his rate reduced.

RULE G-5 - WORK ON ASSIGNED REST DAYS

This rule is for the sole purpose of determining the compensation for employees who are required to work on their assigned rest days. It is not to be used to create, enlarge or take away any rights or obligations which the Carrier or the employees may have by virtue of other rules in this agreement, including those adopted or revised to conform to the March 19, 1949 Agreement. Among others, it is to have no bearing on rules in effect on and after September 1, 1949, relating to the right of the employees, if any, or on the obligation of the carrier, if any, to have positions filled on any day of the week.

Employees required to perform service on their assigned rest days, within the hours of their regular week day assignment, shall be paid on the following basis:

1. Employees occupying positions requiring a Sunday assignment of the regular week day hours shall be paid at the rate of time and one-half with a minimum of eight hours, whether the required service is on their regular positions or on other work.
2. When a position is regularly required to work three hours or less on such other designated rest day, time and one-half with a minimum of two hours and forty minutes; at the rate of time and one-half on the minute basis up to

three hours; if occasionally required to work more than three hours, time and one-half on the minute basis up to four consecutive hours, and if worked in excess of four consecutive hours the employee shall be paid eight hours at the rate of time and one-half.

3. Time worked before or after the hours of the regular week day assignment shall be paid in accordance with the overtime provisions of Rule G-1 or the call provisions of Rule G-2.
4. Service rendered by an employee on his assigned rest day or days, filling an assignment which is required to be worked or paid eight hours on such day, will be paid for at the overtime rate with a minimum of eight hours.

While it is the intent of this rule that, where practicable employees will be relieved on their rest days, it is understood that an employee may be required to work on his rest days subject to the provisions herein set forth with respect to pay for work performed on such rest days.

RULE G-6 - HOLIDAY WORK

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), Independence Day, Labor Day (first Monday in September), Thanksgiving Day (4th Thursday in November), Day after Thanksgiving, Christmas Eve, Christmas, and New Year's Eve (provided when any of these holidays fall on Sunday, the day observed by the State, Nation, or by proclamation shall be considered the holiday), shall be paid for on the following basis:

(1) Five or Six-day Positions--At the time and one-half rate with a minimum of three (3) hours, for three hours work or less, for each tour of duty.

(2) Seven-day Positions--Employees occupying seven-day positions if required to work on a specified holiday, within the hours of the regular weekday assignment, will be paid at the time and one-half rate with a minimum of eight (8) hours. Time worked before or after the regular weekday assignment will be paid for in accordance with the overtime provisions of Rule G-1 or the call provisions of Rule G-2.

RULE G-7 - HOLIDAYS

The National Holiday Agreement of August 21, 1954, as amended through December 11, 1981. For information, see the Synthesis identified as "Synthesis of NONOPERATING (BRAC) NATIONAL HOLIDAY PROVISIONS", attached as [APPENDIX C](#).

RULE H-1 -- ROAD SERVICE -- DIVERSIONS See [APPENDIX H](#).

(a) Road Service

An employee regularly assigned to road service will be paid at pro rata rates from time required to report for duty until released from duty at end of run or day's work, provided that not less than eight (8) hours pay will be allowed for each working day engaged in this service. When meals

and lodging are not furnished by the Company, any employee engaged in this service will be allowed actual necessary expenses while at away-from-home point.

An employee temporarily filling a position during the absence of an employee regularly assigned to road service, or pending a permanent assignment to such a position, shall be paid on basis provided in preceding paragraph at the established rate for the position filled.

(b) Diversions

A regularly assigned employee sent away from his headquarters temporarily to perform service at other points shall be paid for not less than eight (8) hours at his regular rate for each working day absent and shall be allowed his necessary actual expenses (but not less than \$21.00 for meals and lodging, \$9.00 for meals only) while away from headquarters; additional compensation will be allowed only when actually required to perform service or travel in excess of eight (8) consecutive hours, exclusive of the meal period, on any day.

(c) There shall be no duplication of benefits under this rule and Rule H-2.

RULE H-2 - TRAVEL TIME AND EXPENSE FOR TRAVELING

Employees who are required in the course of their employment to be away from their headquarters point as designated by the Carrier, including employees filling relief assignments or performing extra or temporary service.

(a) The Carrier shall designate a headquarters point for each regular position and each regular assigned relief position. For employees, other than those serving in regular positions or in regular assigned relief positions, the Carrier shall designate a headquarters point for each employee. No designated headquarters point may be changed more frequently than once each 60 days and only after at least 15 days' written notice to the employee affected.

(b) When an employee is required by Management to be away from his headquarters point to perform two or more days of relief service he (she) shall be reimbursed for necessary and reasonable cost of meals and lodging away from his (her) headquarters point, not in excess of \$21.00 per day. The Company may designate suitable lodging, including Carrier facilities. When lodging is secured, receipts must be furnished.

NOTE: When an employee is sent to fill a one day vacancy existing at a location one hundred (100) or more miles from his headquarters point, he shall be reimbursed for necessary and reasonable cost of his meals, not in excess of \$9.00 per day.

(c) An employee in such service shall be furnished with free transportation by the railroad company in traveling from his headquarters point to another point, and return, or from one point to another. If such transportation is not furnished, he will be reimbursed for the cost of rail fare if he travels on other rail lines, or the cost of other public bus transportation used in making the trip; or if he has an automobile which he is willing to use and the Carrier authorizes him to use said automobile, he will be reimbursed on the basis of the current mileage rate established by Management for each mile in traveling from his headquarters point to the work point, and return, or from one work point to another.

(d) If the time consumed in actual travel, including waiting time en route, from the headquarters point to the work location, together with necessary time spent waiting for the

employee's shift to start, exceeds one hour, or if on completion of his shift necessary time spent waiting for transportation plus the time of travel, including waiting time en route, necessary to return to his headquarters point or to the next work location exceeds one hour, then the excess over one hour in each case shall be paid for as working time at the straight time rate of the job to which traveled. When employees are traveling by private automobile, time shall be computed at the rate of two minutes per mile traveled.

NOTE: When an employee is authorized and uses his personal automobile there will not be a deduction of one hour in computing the travel or deadhead time. For the purpose of receiving benefits under this Section "D", the term employee applies only to those working regular relief assignments, extra boards and extra-from-a-furloughed status.

(e) The foregoing benefits were selected by the Organization and amendments agreed upon. There shall be no duplication of benefits.

RULE H-3 - ATTENDING COURT, INVESTIGATIONS, ETC.

(a) Employees required by the Company to attend court, as a witness for the Company in connection with cases in which they have no personal responsibility, shall be paid the same compensation that they would have received had such interruption not taken place; if not regularly assigned, such payment shall be the minimum rate for their class of work. For such service on regularly assigned relief days, payment shall be at rate of time and one-half. This rule contemplates payment of a basic day for each day such service is required; no overtime payment will be made. All mileage and witness fees will be assigned to the Company. Necessary actual expenses while away from headquarters will be allowed.

(b) Employees required to attend an investigation or hearing in which they have no personal responsibility will be paid under this rule.

RULE H-4 - JURY DUTY

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

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

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

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

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

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

RULE I-1 - SICK LEAVE

A. Supplemental sickness benefits will be paid on a daily basis to an eligible employee who is absent from work due to a bona fide case of sickness, but only for days on which the employee has a right to work.

1. A regularly assigned employee will receive 90% of the established straight time rate of pay of his position for each date of sickness and an extra board employee will receive 90% of the composite straight time daily rate of the extra board.

2. A maximum of five (5) days of benefits will be payable in any calendar week during a period beginning on the first day an employee is absent from work due to illness and extending in each instance as follows:

<u>Length of Service In Calendar Years</u>	<u>Total Period of Payment Per Calendar Year</u>
Less than 1	0 Benefit Days
At least 1 but less than 3	5 Benefit Days
At least 3 but less than 5	8 Benefit Days
At least 5 but less than 10	10 Benefit Days
10 or more	12 Benefit Days

NOTE: Employees who mark off sick must exhaust all available current year sick leave prior to marking off sick without pay.

(a) The reference to "calendar years" above (Length of Service in Calendar Years) contemplates compensated service rendered by an employee on a sufficient number of days to qualify such employee for a vacation in the following calendar year. Vacation qualifying years of service already attained by eligible employees will be counted in determining the number of sick days creditable each year.

(b) An employee must qualify for a vacation by rendering the required compensated service during the preceding calendar year in order to qualify for a sickness allowance in the current calendar year. This will not bar an employee from using sick leave accumulated under this or any previous TCU sick leave plan in a year in which such employee has not qualified for a vacation.

(c) For any period for which an employee is entitled to supplemental sickness benefits under this Agreement and benefits are not payable under the RUIA, such benefits will be payable in the amount established in A-1 above.

(d) For any period for which an employee is entitled to supplemental sickness benefits under this Agreement and sickness benefits are also payable under the RUIA, such benefits will be payable in amounts that when added together, will total the daily amount established in A-1 above.

3. An employee making a claim for supplemental sickness benefits shall timely file for sickness benefits under the RUIA and will furnish the appropriate officer of the Carrier, with respect to each day for which benefits are claimed, a statement setting forth the cause of sickness and amounts received or due under the sickness benefits provisions of the RUIA and shall authorize the Carrier to verify the information submitted.

(a) In the event an employee forfeits sickness benefits under the RUIA for any day of sickness because of his failure to file for such benefits, he shall not forfeit any Carrier-paid supplemental benefits due for that day; however, the employee shall only receive the Carrier-paid supplemental benefit for such day (the daily amount established in A-1 above offset by the amount of the RUIA benefit that would have been payable).

(b) No allowance for sickness benefits will be made for any day on which an employee receives compensation equal to or in excess of the benefits provided for herein, under any other rule or agreement.

(c) When the validity of an employee's illness is questioned by the Carrier, satisfactory evidence of such in the form of a physician's statement will be provided. The Local Chairman and National Representative will cooperate with the Carrier when such doubt exists.

B. It will be optional with the Carrier to fill, partially fill or blank a position of an employee who is absent account his personal sickness. If the Carrier elects to fill the vacancy in its entirety, rules of the agreement applicable thereto will apply. The use of other employees on duty on other positions to perform the duties of the position of the employee absent under this agreement is permissible and shall not require the payment of any difference in rates of pay.

C. Sick leave that is not used may be accumulated and carried over to the next calendar year on the basis of one day for each day not used.

NOTE: Unused sick leave accumulated by an employee under any previous sick leave plan on the property shall initially be credited to the sick leave account of the employee under this NS /TCU Sick Leave Plan, up to the maximum number of days that would have been permitted to be carried over and accumulated under the employee's sick leave plan in effect immediately prior to January 1, 2006.

1. An employee who has accumulated a minimum of thirty-eight (38) days of unused sick leave may annually make written request in the month of February to be paid 50% of all or any portion of unused sick days exceeding thirty (30). Regularly assigned employees working under a TCU agreement will be paid at the rate of the position to which assigned on February 1. Extra Board employees working under a TCU

agreement will be paid at the composite rate of the Extra Board to which assigned on February 1. Off-in-force-reduction employees who are not otherwise employed by the Carrier will be paid at the rate of the position last worked immediately prior to February.

2. Payments hereunder will be made on the second pay period of March payroll.

EXAMPLE: An employee who has accumulated thirty-eight (38) days of unused sick leave might request to be paid for eight (8) such days. The employee will be allowed four (4) days pay at the appropriate rate of pay. He will then have thirty (30) days of accumulated sick leave to his credit and will be entitled to repeat this option each year, provided he has accumulated more than thirty-eight (38) unused sick leave days.

3. Upon termination of employment account any reason other than discharge for cause, pay for accumulated sick leave will be paid at 50% of the rate of the position occupied at the time of the employee's termination. In case of the employee's death, such payment will be made to the estate of the deceased.

RULE I-2 - USE OF SICK LEAVE BY CLERKS PROMOTED TO TRAIN DISPATCHER

Clerical employees who are promoted to the ranks of dispatcher may use sick leave accumulated under the NSR Clerical Agreement while employed as dispatchers. Sick leave used as a result of this provision will be subtracted from the sick leave that such individuals would be entitled to under the NSR Clerical Agreement should they return to positions covered by the NSR Clerical Agreement.

RULE J-1 - VACATIONS

Employees shall be granted vacations with pay or payment in lieu thereof in accordance with the National Vacation Agreement signed at Chicago, Illinois, December 17, 1941, Referee Morse's Award of November 12, 1942, and all subsequent interpretations, Supplemental Agreements, National Agreement Amendments and Mediation Agreements.

See [Appendix D](#) - Synthesis of Non-Operating National Vacation Agreements.

RULE K-1 - HANDLING TRAIN ORDERS

When a train order is received by a train at other than a train order office, a qualified covered employee on the seniority district on duty at any open train order office nearest the train in any direction shall be involved in handling the train order.

When a train order is received at a train order office where no operator is on duty, a call payment under Rule G-2 shall be made to a qualified employee assigned at that office. At offices where two or more shifts are worked, the operator whose tour of duty is nearest the time such order is communicated to the train shall be entitled to the call payment specified in Rule G-2. When the operator is on duty at the time such order is communicated to the train and such operator is not involved in the train order communication, the operator shall be allowed a short call payment of one hour and 20 minutes at the time and one-half rate.

NOTE 1: A qualified employee covered by the schedule agreement shall be involved in handling train orders. A covered employee is involved in handling a train order transmission when he/she copies the train order in accordance with the operating rules or is the person transmitting the train order to the train crew(s) involved.

NOTE 2: An "open train order office" is a stationary train order office where a qualified covered employee is on duty. A train shall be considered as being at the train order office when any part of the train is within one mile of the train order office.

NOTE 3: When more than one train order is received during a time span of two hours and 40 minutes at a train order office while no operator is on duty, only one call payment shall be made. Also, when more than one train order is received during a time span of one hour and 20 minutes at a train order office while an operator is on duty and such operator is not involved in handling the train orders, only one short call payment shall be made.

NOTE 4: The term "qualified" as used in this Rule K-1 shall mean an employee who has passed the required tests on operating rules.

RULE K-2 - EMERGENCY OFFICES

For performing duties at wrecks, washouts, and other similar emergency offices, employees will be compensated at their regular rate of pay while performing such service with overtime rate after the expiration of eight hours actual work. Time consumed in travel to and from and waiting for trains on which to return or waiting on trains after designated leaving time on going trip shall be paid for at pro rata rate. When relieved for eight consecutive hours or more, such relief time will not be paid for. If, on account of such service, employees lose time from regular assignment, other than as herein provided, they will be paid at their regular rate therefore. Employees engaged in emergency service shall not be paid twice for the same time, but a reasonable amount for expenses will be allowed.

RULE L-1 - DULY ACCREDITED REPRESENTATIVES

Except as provided in Rule C-1 where the terms "duly accredited representative" and "representatives of the employees" appear in this agreement, they shall be understood to mean the regularly constituted committee authorized to represent the classes of employees covered by this agreement.

RULE L-2 - HOSPITAL, SURGICAL, AND MEDICAL BENEFITS AND GROUP LIFE INSURANCE

Health and Welfare benefits, life insurance, early retirement, major medical expense benefits and dental benefits for employees subject to this agreement shall be provided for by the corporation as set forth in Railroad Employees National Health and Welfare Plan ("the Plan"), the Railroad Employees National Dental Plan ("the Dental Plan"), the Railroad Employees National Early Retirement Major Medical Benefit Plan ("ERMA"), and the Railroad Employees National Vision Plan ("the Vision Plan"), as amended.

RULE L-3 - PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

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

(a) Covered Conditions:

This rule is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

1. deadheading under orders or
2. being transported at carrier expense

(b) Payment to be made:

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under The Railroad Employees National Health and Welfare Plan ("the Plan") the medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) Accidental Death or Dismemberment

The Carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$300,000
Loss of Both Hands	\$300,000
Loss of Both Feet	\$300,000
Loss of Sight of Both Eyes	\$100,000
Loss of One Hand and One Foot	\$100,000
Loss of One Hand and Sight of One Eye	\$100,000
Loss of One Foot and Sight of One Eye	\$100,000
Loss of One Hand or One Foot or Sight of One Eye	\$150,000

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

Not more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The Carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for

any one accident, less any amounts payable under The Railroad Employees National Health and Welfare Plan ("the Plan") or under any 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 \$1,000.00 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 \$10,000,000 for any one accident and the Carrier shall not be liable for any amount in excess of \$10,000,000 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 USC 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 L-3 is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this rule may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation:

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

The payments provided for above will be made, as above provided, for covered accidents on or after January 23, 2003. 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
Article IV of the Agreement of January 23, 2003

(employee or personal representative)
agrees to be governed by all of the conditions and
provisions said and set forth by Article V"

(g) Injured Employees

Injured employees will not be required to sign release pending settlement of case.

RULE L-4 - CARE OF STATIONS

Employees will keep their stations in a neat and orderly condition, notifying the proper authority when assistance is necessary.

RULE L-5 - BULLETIN BOARDS

At points or in departments where employees covered by this agreement are located and bulletin boards are maintained, notices of interest to employees which have been approved by the officer in charge may be posted on such bulletin boards.

RULE L-6 Rule Deleted

RULE L-7 Rule Deleted

RULE L-8 - INCAPACITATED EMPLOYEES

Efforts will be made to furnish employment (suited to their capacity) to employees who have become physically unable to continue in service in their present position.

RULE L-9 - EQUIPMENT

Office equipment devices shall be furnished and maintained by the Carrier at all offices where the Carrier requires their use.

RULE L-10 - BOND PREMIUMS

Bonded employees will not be required to pay premiums on their bonds.

RULE L-11 - TRANSPORTATION

(a) Committees of employees will be granted transportation when not in conflict with State, or Federal laws, and necessary leave of absence for investigation, consideration and adjustment of differences, the same as other crafts.

(b) Employees transferred by direction of the management to positions which necessitate a change of residence will receive free transportation for themselves, dependent members of their families, and household goods, when it does not conflict with State or Federal laws.

(c) Employees exercising seniority rights to new positions or vacancies which necessitate a change of residence will receive free transportation for themselves, dependent members of their families, and household goods, when it does not conflict with State or Federal laws, but free transportation of household effects under this circumstance need not be allowed more than once in a twelve (12) month period.

(d) Free transportation of household effects will be limited to the lines of the Carrier party to this agreement.

(e) 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 employees of similar class in similar grades of service.

RULE L-12 Rule Deleted

RULE L-13 - PENDING DECISION

Prior to the assertion, hearing and decision of claims or differences as provided in this agreement and while questions of differences are pending, there will be neither a shutdown by the employer nor a suspension of work by the employees.

RULE L-14 - FURNISHING AGREEMENTS

This Master Agreement of working conditions shall be maintained by the Carrier and all employees covered thereby shall be provided with a copy upon request.

RULE L-15 - SERVICE LETTER

Employees will, upon application, have returned to them all service cards and letters of recommendation which may have been taken up for inspection. Upon written request, an employee leaving the service shall be furnished a service letter.

RULE M-1 - PURPOSES OF AGREEMENT

(a) This agreement, except as otherwise provided herein, codifies and supersedes the May 1, 1973 Master Agreement, and November 1, 1980 Supplemental Agreement, as amended.

(b) Whenever 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.

(c) This agreement negotiated between the parties hereto shall, except as otherwise provided, be effective September 1, 2013, and shall continue in effect until amended or terminated in accordance with the provisions of the Railway Labor Act, as amended.

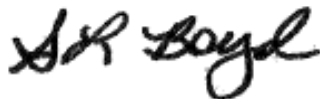
(d) This agreement contains all the rules governing rates of pay and working conditions applicable to the employees who are represented by the Organization party hereto. Where other agreements or practices conflict with this agreement, the provisions of this agreement will apply.

(e) In codifying this agreement, it is the intent of the parties to update the previous agreements 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 the codification, reprinting and distribution 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.

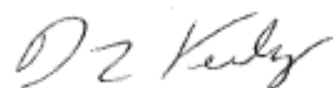
Signed on September 1, 2013.

FOR THE EMPLOYEES



S. L. Boyd,
National Representative
Transportation Communications Union/IAM

FOR THE CARRIER



D. L. Kerby,
Assistant Vice President
Norfolk Southern Railway Company

APPENDIX A

(Sample Vacancy Bulletin)

OFFICE OF _____

(Location)

(Date)

Vacancy Bulletin No.....

Applications will be received by the officer issuing this bulletin up to Midnight
of
(Month) (Day) (Year)

for the following assignment:

1 Location:

2 Title.....
(Where customary, show name of last occupant)

3 Rate of Pay:

4 Preponderating duties:
.....
.....

5 Hours of assignment:	Meal period:
From.....M to.....M	From.....M to.....M
From.....M to.....M	From.....M to.....M
From.....M to.....M	From.....M to.....M

(The meal period stated is not guaranteed; it is subject to Rule E-3, and may be varied or new meal period assigned if needs of the service require.)

6 Occupant will be assigned to workdays per week (subject to reduction by the number of stated holidays occurring in any week)

7 Work week will begin on

8 Rest days will be and.....

9 If temporary, probable duration and reason:
.....
.....

(Signature).....
(Title of officer issuing bulletin)

(Sample Assignment Bulletin)

OFFICE OF

.....
(Location) (Date)

Assignment Bulletin No.....A*

Effective.....M.....

(Date) (Name of Assignee)

is assigned to the vacancy in assignment of

(Title as used in vacancy bulletin)

covered by my vacancy bulletin No....., of.....

(Date)

.....
(Signature)

.....
(Title of officer issuing bulletin)

*Use same number as vacancy bulletin with suffix "A"

(Sample Abolishment Bulletin)

OFFICE OF _____

(Location) (Date)

Abolishment Bulletin No. _____

Effective with termination of assignment on _____

(Date)

The following assignment (or assignments) is (are) abolished –

Title of Position	Rate of Pay	Occupant	Office or Location
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Signature)

(Title of officer issuing bulletin)

APPENDIX B
ATTACHMENT A

UNION SHOP AGREEMENT

Section 1

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

Section 2

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

Section 3

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

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an education aid program sponsored by the federal government or a state government for the benefit of

ex-servicemen shall not be terminated by reason of any of the provisions of this agreement but such employee shall, upon resumption of employment, be considered as new employees for the purposes of applying this agreement.

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

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

Section 4

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

Section 5

(a) Each employee covered by the provisions of this agreement shall be considered by the Carrier to have met the requirements of the agreement unless and until the Carrier is advised to the contrary in writing by the Organization. The Organization will notify the Carrier in writing by Certified or Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the Organization therefore claims is not entitled to continue in employment subject to the rules and working conditions agreement. The form of notice to be used shall be agreed upon by the Carrier and the Organizations involved and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the

Carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Certified or Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by Certified or Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefore. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Organization, by Certified or Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the rules and working conditions agreement not later than thirty calendar days from the receipt of the above described notice from the Organization, unless the Carrier and the Organization agree otherwise in writing.

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

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

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

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 4(c) below. Any request for selection of a neutral person as provided in Section 4(c) shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

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

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

(e) Provisions of investigation and discipline rules contained in the rules and working conditions agreement between the Carrier and the Organization will not apply to cases arising under this agreement.

(f) The National Representative of the Organization shall notify the Carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The Carrier shall notify the National Representative of the Organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

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

Section 6

Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee in service under the provisions of this Section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 4, or ninety calendar days from the date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this Section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the Carrier and the Organization involved.

Section 7

An employee whose seniority and employment under the rules and working conditions agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 5 shall have no time or money claims by reason thereof.

If the final determination under Section 4 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 5, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 4 of this agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

Section 8

In the event that seniority and employment under the rules and working conditions agreement is terminated by the Carrier under the provisions of this agreement, and

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

Section 9

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

Section 10

The Carrier party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the Organization shall designate, subject to the provisions of Deduction Agreement bearing the effective date of January 11, 1994; provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the Carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

Section 11

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

MEMORANDUM AGREEMENT

Any employee of the Norfolk Southern Corporation who, on the date on which compliance with the Union Shop Agreement is required, is not a member of the union representing his craft or class, or any new employee entering the service of the Norfolk Southern Corporation after the effective date of this agreement, if he would otherwise be required to be a member of a union under the Union Shop Agreement, will be deemed to have met the requirements of the Union Shop Agreement provided he pays to the union representing his craft or class the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required of all members of such union within the time limits provided for in the Union Shop Agreement.

MACHINISTS NON-PARTISAN POLITICAL LEAGUE

Political Action Wage Deduction Authorization Card

I, _____, _____ hereby
(Print Name of Employee) (Employee ID or Social Security No.)

authorize and direct _____ to deduct from my wages each
(Employer or Company)

Month the sum of \$_____ and forward this amount to the Treasurer of the
Machinists Non-Partisan Political League at 9000 Machinists Place, Upper Marlboro, MD 20772.

I have executed this wage deduction authorization voluntarily without any coercion, duress, or intimidation and none of the monies deducted are a part of my dues or membership fees to the union. This authorization and making of payments to MNPL are not conditions of membership in the Union or of employment with the company and I understand that the money will be used by MNPL to make contributions and expenditures in connection with Federal Elections. The decision where to contribute to MNPL or the amount of the contributions will not result in members being favored or disadvantaged and members may refuse to contribute without reprisal. This authorization shall remain in full force and effect until revoked in writing by me. I also understand that my contributions or gift to MNPL is not deductible as a charitable contribution for federal income tax purposes.

(Signature) Date

Street Address City State Zip Code

Position Title/Location TCU Lodge Number

This form should be mailed to: TCU Vice President & National Legislative Director, 3 Research Place, Rockville, MD 20850. TCU will process this form directly with the Carrier.

REVOCAION OF WAGE ASSIGNMENT

_____	_____
Name (Print)	Social Security Number
_____	_____
Street Address, City, State	(Work Location)

TO: Manager
Payroll Accounting
Roanoke, Virginia

I hereby revoke assignment to Transportation Communication Union/IAM of that part of my wages previously authorized as a voluntary contribution to the MNPL, pursuant to the agreement effective April 1, 1973, and cancel your authority to deduct such sum from my wages, this revocation to be effective after the Organization has furnished it to you.

_____	_____
Date of Execution	Signature

APPENDIX B
ATTACHMENT B

DUES DEDUCTION AGREEMENT

between

TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION

and

**NORFOLK SOUTHERN CORPORATION
NORFOLK SOUTHERN RAILWAY COMPANY
AND ITS AFFILIATE LINES
CENTRAL OF GEORGIA RAILROAD COMPANY
NORFOLK AND WESTERN RAILWAY COMPANY**

In accordance with the provisions of Article II of the National Collective Bargaining Agreement signed at Washington, D. C., on April 27, 1973, the following Agreement by and between the carriers hereinafter referred to as the "Employer," and the employees represented by the Transportation Communications Union hereinafter referred to as the "Union," shall be made effective April 1, 1994.

1. (a) Subject to the terms and conditions hereinafter set forth, the Employer will deduct from the wages of employees, membership dues, initiation fees, reinstatement fees, and assessments (excluding fines and penalties) as may be uniformly required as a condition of the employees acquiring and/or retaining membership in the Union upon their written authorization in the form (Individual Authorization Form) agreed upon by the parties hereto, copy of which is attached, designated Attachment A and made a part hereof.

(b) The Officer of the Union designated by the International President shall promptly notify in writing the Officer or Officers designated by the Employer of any special assessments or changes in amounts of fees or dues; however, the deduction amounts may not be changed more often than once every three months.

2. (a) Individual authorizations to be effective for a particular month must be in the possession of the Employer not later than the third day of the month in which such deductions are to be made.

(b) The designated Officer of the Union shall furnish to the Employer, with copies to appropriate units of the Union, an initial typewritten statement (Attachment B), by lodges/districts, in alphabetical order, certified by him, showing deductions to be made from each such member, such statement to be furnished together with individual authorization forms to cover, not later than the third day of the month in which the deductions become effective. Subsequent monthly deductions will be based on the initial statements, plus a monthly typewritten statement (Attachment C) showing

additions and/or deletions, furnished in the same manner as the initial statement required hereby.

3. Deductions will be made from wages earned in the first pay period of each month which will be for dues of the member for the following month which shall be remitted by check to the Secretary-Treasurer or other Officer of the Union as may be designated by the President not later than fourteen (14) days following the last day of the first pay period of the month with respect to which the deductions were made, together with a machine-produced list prepared for each lodge/district, alphabetically and numerically listing the names, Social Security account numbers and payroll identification numbers, the total amount of the deductions for the lodge/district, and if no deductions are made for a particular individual on the list, the Employer shall show the total amount not deducted. If the earnings of the employee will not permit the full amount of the Union deductions, no deduction will be made for that month.

4 The following payroll deductions will have priority over the Union deductions as covered by this Deduction Agreement:

Federal, State and Municipal taxes; premiums on any life insurance, hospital-surgical insurance, group accident or health insurance, or group annuities; other deductions required by law, such as garnishments and attachments; and amounts due the Carrier by the individual.

5. The requirements of this agreement shall not be effective with respect to any individual employee until the Employer has been furnished with written authorization of assignment of wages of such monthly membership dues, initiation fees, and assessments. Such assignment shall be revocable in writing after the expiration of one year upon thirty (30) calendar days advance notice to the Union (per Attachment D) by Registered Mail or upon termination of this agreement, whichever occurs sooner. The employee will send such forms properly executed, to the local lodge Financial Secretary-Treasurer for delivery to the Employer with the form identified as Attachment C.

6. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Union, and any complaints against the Employer in connection therewith shall be handled by the Brotherhood Union.

7. No part of this agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication or non-compliance with, any part of this agreement.

8. Except for remitting to the Union the monies deducted pursuant to this agreement, the Union shall indemnify, defend and save harmless the Employer from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this agreement; provided, however, that this sentence shall not apply to any case in which the Employer is the Plaintiff or moving party in the action.

9. In the event of a change in representation of employees now represented by the Brotherhood Union, this agreement shall be automatically terminated as of the date official notification is received from the National Mediation Board of such change in representation.

10. This agreement shall become effective April 1, 1994, and unless terminated under Section 9 hereof, shall continue in effect until changed under the provisions of the Railway Labor Act, as amended.

/s/ D. L. Steele
General Chairman

/s/ R. S. Spenski
Sr. Assistant Vice President

January 11, 1994

**Individual Authorization Form
For Deduction of Fees, Dues and Assessments**

I hereby assign to the Transportation Communications Union (TCU/IAM) that part of my wages necessary to pay my monthly union dues, fees and assessments (not including fines and penalties) as reported to employer _____ by the officer of the Union (TCU/IAM) as provided in the Agreement entered into by and between the Union (TCU/IAM) and the Company; and I hereby authorize the Company to deduct from my wages all such sums and to pay them over to the National Secretary-Treasurer or other designated officer of the Union (TCU/IAM).

This authorization may be revoked by the undersigned in writing as provided for in the applicable Union Shop Deduction Agreement.

_____ Name (Signature)	_____ Name (Please Print)		
_____ Street Address	_____ City	_____ State	_____ Zip Code
_____ Position Title/Location	_____ Employee ID# or SSN		
_____ TCU/IAM Lodge	_____ Date		

REVOCAION OF WAGE ASSIGNMENT

_____ (Name – Print)	_____ (Social Security No.)
_____ (Street address, City, State)	_____ (Work Location)

TO: National Secretary-Treasurer
TCU/IAM
3 Research Place
Rockville, MD 20850

I hereby revoke assignment to the Transportation Communications Union/IAM of that part of my wages necessary to pay membership dues, initiation fees and assessments, pursuant to the Agreement dated January 11, 1994, and cancel your authority to deduct such sum from my wages, this revocation to be effective after the Organization has furnished it to the Manager-Payroll Accounting.

_____ Date of Execution	_____ Signature
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APPENDIX C

Synthesis of Non-operating (BRAC) National Holiday Provisions

Prepared jointly by the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees and the National Railway Labor Conference (Revised 1982)

NONOPERATING (BRAC) NATIONAL HOLIDAY PROVISIONS

The following represents a synthesis in one document, for the convenience of the parties, of the current Holiday provisions of the National Agreements of August 19, 1960, November 20, 1964, December 28, 1967, June 24, 1968, February 25, 1971, June 16, 1976, implementing Article VIII – Holidays of the July 23, 1975 National Agreement and December 11, 1981, with appropriate source identifications.

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

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

New Year's Day	Presidents' Day
Good Friday	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving Day
Christmas Eve Day	Christmas Day
New Year's Eve Day	

(ARTICLE II – HOLIDAYS – Section 2(a), 12/11//81 Agreement and Section 2, 6/16/76 Implementing Agreement)

Effective January 1, 1983, Article II of the Agreement of August 21, 1954, as amended, insofar as applicable to the employees covered by this Agreement, is hereby further amended in the following respects:

- (a) Add the day after Thanksgiving Day and substitute New Year's Eve (the day before New Year's Day is observed) for Veteran's Day.
- (b) The holiday pay qualifications for Christmas Eve – Christmas shall also be applicable to the Thanksgiving Day – day after Thanksgiving Day and the New Year's Eve – New Year's Day holidays.

(a) Omitted.

(b) Omitted.

(e) Except as specifically provided in paragraph (c) above, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to the day after Thanksgiving Day and New Year's Eve (the day before New Year's Day is observed) in the same manner as to other holidays listed or referred

(ARTICLE IV – HOLIDAYS – 12/11/81 Agreement)

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

(b) For other than regularly assigned employees, if the holiday falls on a day in 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 rate hourly rate of the position on which compensation last accrued to him prior to the holiday.

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

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

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

(ARTICLE III – HOLIDAYS – Section 1, 12/28/67 Agreement and 6/24/68 Agreement)

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

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

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

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

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

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

(ARTICLE III – HOLIDAYS – Section 2, 12/28/67 Agreement and 6/24/68 Agreement)

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

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

(Section 4, 6/16/76 Implementing Agreement)

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

(Section 8. January 1, 1983 National Agreement)

Section 5(a). Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday, New Year's Eve (the day before New Year's Day is observed) and to Christmas Eve (the day before Christmas is observed) in the same manner as to other holidays listed or referred to therein.

(Section 3(a), 6/16/76 Implementing Agreement)

Section 5(b). All rules, regulations or practices which provide that when a regularly assigned employee has an assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holiday, are hereby eliminated.

(ARTICLE II – HOLIDAYS – Section 1(c) of 2/25/71 Agreement)

Section 5(c). Under no circumstances will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a work day, a rest day, and/or a vacation day.

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

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

ARTICLE II – HOLIDAYS – Section 1(d), 2/25/71 Agreement)

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

(ARTICLE II – HOLIDAYS – Sections 1(e) and 2(c), 2/25/71 Agreement and Section 3(b), 6/16/76 Implementing Agreement)

Section 8 (Effective January 1, 1983)

(a) Add the day after Thanksgiving Day and substitute New Year's Eve (the day before New Year's Day is observed) for Veteran's Day.

(b) The holiday pay qualifications for Christmas Eve – Christmas shall also be applicable to the Thanksgiving Day – day after Thanksgiving Day and the New Year's Eve – New Year's Day holidays.

(c) Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to the day after Thanksgiving Day and New Year's Eve (the day before New Year's Day is observed) in the same manner as to other holidays listed or referred to therein.

APPENDIX D

NONOPERATING (BRAC) NATIONAL VACATION AGREEMENTS

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in the National Agreements of August 21, 1954, August 19, 1960, November 20, 1964, December 15, 1966 (BRAC), January 13, 1967 (ORT), December 28, 1967 (BRAC), June 24, 1968 (T-CEU), February 25, 1971, January 30, 1979, and December 11, 1981, with appropriate source identifications.

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

1. (a) 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.

(ARTICLE III – VACATIONS – Section 1(a) – 2/25/71 Agreement)

(b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959) inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

(ARTICLE III – VACATIONS – Section 1(b) – 2/25/71 Agreement)

(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.

(ARTICLE III – VACATIONS – Section 1(c) – 12/11/81 Agreement)

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

(ARTICLE III – VACATIONS – Section 1(d) – 12/11/81 Agreement)

(e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar 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 seventeen (17) of such years, not necessarily consecutive.

(ARTICLE III – VACATIONS – Section 1(f) – 2/25/71 Agreement)

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

(ARTICLE III – VACATIONS – Section 1(g) – 2/25/71 Agreement)

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

(ARTICLE III – VACATIONS – Section 1(h) – 2/25/71 Agreement)

(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 Uniformed Services Employment and Reemployment Rights Act (USERRA) December 12, 1994, 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.

(ARTICLE III – VACATIONS – Section 1(i) – 2/25/71 Agreement)

(j) [Effective January 1, 1973,] in instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the USERRA of 1994 as amended, and in the calendar year preceding his return to railroad service had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d), or (e) and (i) hereof.

(ARTICLE III – VACATIONS – Section 1(j) – 2/25/71 Agreement)

(k) [Effective January 1, 1973,] in instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the USERRA of 1994 as amended, and in the calendar year of his return to railroad service had rendered compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following 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.

(ARTICLE III – VACATIONS – Section 1(k) – 2/25/71 Agreement)

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

(ARTICLE III – VACATIONS – Section 1(l) – 2/25/71 Agreement)

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

(ARTICLE II – VACATIONS – Section 2 – 12/28/67 BRAC Agreement and
ARTICLE III – VACATIONS – Section 2 – 6/24/68 T-CEU Agreement)

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

(Section 3 – 12/17/41 Agreement)

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

(ARTICLE III – VACATIONS – Section 3 – 2/25/71 Agreement)

[Such Section 3 was amended, effective January 1, 1973, to change the reference to "eight recognized holidays" to "nine recognized holidays" and add Veteran's Day to the holidays names; was again amended effective January 1, 1976 to change the reference to the designated number of "recognized holidays" to "ten recognized holidays" and add Christmas Eve (the day before Christmas is observer) to the holidays named.

Finally, Section 3 is amended effective January 1, 1983, to change the reference to the designated number of "recognized holidays" to "eleven recognized holidays" and add the day after Thanksgiving Day and substitute New Year's Eve (the day before New Year's Day is observed) for Veteran's Day. The "recognized holidays" will be: New Year's Day, Presidents' Day Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve (the day before Christmas is observed), Christmas and New Year's Eve (the day before New Year's Day is observed).

4. (a) Vacation 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, operations, or facility, who are entitled to vacations to take vacations at the same time.

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

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

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

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

(Section 5 – 12/17/41 Agreement)

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

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

(ARTICLE I – VACATIONS – Section 4 – 8/21/54 Agreement)

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

(Section 6 – 12/17/41 Agreement)

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

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

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

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

(Section 7 – 12/17/41 Agreement)

8. The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with 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.

(ARTICLE IV – VACATIONS – Section 2 – 8/19/60 Agreement)

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

(Section 9 – 12/17/41 Agreement)

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

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five (25) 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.

(Section 10 – 12/17/41 Agreement)

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

(Section 11 – 12/17/41 Agreement)

12. (a) Except as otherwise provided in this agreement a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu 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 thereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

(Section 12 – 12/17/41 Agreement)

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

(Section 13 – 12/17/41 Agreement)

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

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

(Section 14 – 12/17/41 Agreement)

15. Except as otherwise provided herein this agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1973 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notices 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.

(ARTICLE III – VACATIONS – Section 2 – 2/25/71 Agreement)

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

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

(ARTICLE I – VACATIONS – Section 6 – 8/21/54 Agreement)

APPENDIX E

BEREAVEMENT LEAVE

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

This Article shall become effective thirty (30) days after the date of this Agreement except on such carriers where the organization representatives may elect to preserve existing rules or practices relating to this subject and so notify the authorized carrier representative on or before such effective date.

* * * * *

These questions and answers concerning bereavement leave were prepared jointly by various railway labor organizations and the National Railway Labor Conference: 1/30/79

Q-1: How are the three calendar days to be determined?

A-1: An employee will have the following options in deciding when to take bereavement leave:

- a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
- b) three consecutive calendar days, ending the day of the funeral service; or
- c) three consecutive calendar days, ending the day following the funeral service.

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

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

Example: Employee has a workweek 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 F

PERSONAL LEAVE

Article IX of the January 30, 1979 Agreement is eliminated effective January 1, 1982, and the following provisions are applicable.

Section 1

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

(a) 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;

(b) 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; and

(c) Employees who have met the qualifying vacation requirements during twenty calendar years under vacation rules in effect on January 1, 1982 shall be entitled to three 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 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 TCU agreement.

APPENDIX G

SENIORITY RIGHTS, AS CLERKS OF EMPLOYEES APPOINTED FROM CLERICAL POSITIONS TO POSITIONS OF RELIEF YARDMASTER, ASSISTANT YARDMASTER AND YARDMASTER

MEMORANDUM OF UNDERSTANDING

Whereas, it is deemed desirable and necessary to fix the status, with respect to seniority, under the agreement covering clerical employees, of employees who have been or may hereafter be appointed to Yardmaster positions; and

Whereas, it has been the general practice that employees, appointed to Yardmaster positions from clerical positions, retain and continue to accumulate clerical seniority, and it is desirable to continue and make uniform the former practices;

It is now, therefore, agreed:

1. That employees, heretofore or hereafter appointed to positions of Relief Yardmaster, Assistant Yardmaster or Yardmaster, or who may hereafter be permitted to fill temporary vacancies in such positions, who hold seniority in Group 1 under the agreement covering clerical and other employees represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, shall retain and continue to accumulate clerical seniority.
2. That the retention and continued accumulation of such clerical seniority, or employees appointed to such yardmaster positions, is contemplated and intended by the provisions of section (m) of Rule 4 of the agreement effective October 1, 1938, and similar rules in preceding agreements covering clerical and other employees, under which the practice was established of continuing the accumulation of clerical seniority of such employees after their appointment to such yardmaster positions.
3. That an employee may accept appointment to the position of Relief Yardmaster, or fill a temporary yardmaster vacancy, while holding a regular assignment on a clerical position, and continue to fill his Clerk's assignment on days when not working as Relief Yardmaster, without impairing his seniority status as a Clerk; but provided that there is no obligation upon the Management to permit such an arrangement if the requirements of the Company's service are thereby impaired, in the judgment of the Terminal or Division Superintendent.

ACCEPTED

For the Employees:
/s/ G. A. Link
General Chairman
Brotherhood of Railway and Steamship
Clerks, Freight Handlers, Express and
Station Employees

For Each of the Companies:
/s/ C. D. Mackay
Assistant Vice President

APPENDIX H

**Southern Railway System
Office of Vice President, Personnel
P. O. Box 1808
Washington, D. C. 20013
(202) 628-4460**

August 20, 1968. jws/wm

H-351-68

Mr. C. C. Hovis, General Chairman
Transportation-Communication Employees Union
Charlotte, North Carolina

Dear Sir:

In conference here this week, we discussed a number of claims in behalf of regularly assigned employees account their being diverted to perform extra work on assignments other than their own.

In considering claims on the various divisions, it was apparent that the procedure now being followed is not uniform. Therefore, it was agreed that when it is necessary to divert regularly assigned employees under the rules, the following will be applicable in the future:

1. When a regularly assigned employee is used to work other than this regular assignment, he will retain the work week and the rest days of his regular assignment while performing this extra work, and if used on either or both of his assigned rest days he will be compensated at the time and one-half rate for work performed on his regularly assigned rest days.
2. Further, such diverted employee shall have the right to work his regular assignment on the rest days of the position to which diverted, provided those days are work days of his regular assignment, and he will be paid for such work at the straight time rate of his regular assignment.

If this correctly sets forth our understanding, please indicate by signing in the space provided below.

Very truly yours,

/s/ J. W. Staley
Director of Labor Relations

ACCEPTED:

/s/ C. C. Hovis
General Chairman
Transportation-Communication

APPENDIX I

RATE PROGRESSION

Except as provided in (g) below, employees entering service on and after December 15, 1994 shall be paid as follows for all service performed within the first thirty-six (36) calendar months of service:

(a) For the first twelve (12) calendar months of employment, new employees shall be paid 85% of the applicable rates of pay.

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

(c) For the third twelve (12) calendar months of employment, such employees shall be paid 95% of the applicable rate of pay.

(d) Employees who have had an employment relationship with the Carrier and are rehired will be paid at established rates after completion of a total of thirty-six (36) months combined service.

(e) Service in a craft not represented by TCU shall not be considered in determining periods of employment under this rule.

(f) Employees who have had a previous employment relationship with a carrier in a craft represented by TCU and are subsequently hired by another carrier shall be covered by this Article, as amended. However, such employees will receive credit toward completion of the thirty-six (36) month period for any month in which compensated service was performed in such craft provided that such compensated service last occurred within one (1) year from the date of subsequent employment.

(g) Employees of a subsidiary company transferred to the scope of this agreement pursuant to an implementing agreement to which this Company and TCU are both parties, will be governed as to rate progression by the terms of any rate progression agreement that applied to them on the subsidiary company.

APPENDIX J

WAGE GRADE RATES WITH 2012 NATIONAL AGREEMENT INCREASES NORFOLK SOUTHERN 15-Mar-12

WAGE GRADE	4.50% GWI 7-01-09 RATE	2.00% GWI 7-01-10 RATE	2.50% GWI 7-01-11 RATE	4.30% GWI 7-01-12 RATE	3.00% GWI 7-01-13 RATE	3.80% GWI 7-01-14 RATE	3.00% GWI 1-01-15 RATE
1	124.50	126.99	130.16	135.76	139.83	145.14	149.49
2	131.24	133.86	137.21	143.11	147.40	153.00	157.59
3	138.00	140.76	144.28	150.48	154.99	160.88	165.71
4	144.71	147.60	151.29	157.80	162.53	168.71	173.77
5	154.85	157.95	161.90	168.86	173.93	180.54	185.96
6	164.95	168.25	172.46	179.88	185.28	192.32	198.09
7	175.04	178.54	183.00	190.87	196.60	204.07	210.19
8	185.18	188.88	193.60	201.92	207.98	215.88	222.36
9	195.28	199.19	204.17	212.95	219.34	227.67	234.50
10	205.44	209.55	214.79	224.03	230.75	239.52	246.71
11	212.17	216.41	221.82	231.36	238.30	247.36	254.78
12	218.90	223.28	228.86	238.70	245.86	255.20	262.86
13	225.64	230.15	235.90	246.04	253.42	263.05	270.94
14	232.38	237.03	242.96	253.41	261.01	270.93	279.06
15	239.11	243.89	249.99	260.74	268.56	278.77	287.13

The provisions of the July 1, 1991 National Salary Plan, as amended, will remain in full force and effect.

APPENDIX K

JOB STABILIZATION

ARTICLE I – PROTECTED EMPLOYEES

SECTION 1

- (a) Employees (other than seasonal) assigned to a regular position on November 1, 1980, having three (3) or more years of continuous employment relationship in the clerical craft as of November 1, 1980, will become protected employees on November 1, 1980.
- (b) Employees assigned to a regular position on November 1, 1980, having less than three years of continuous employment relationship in the clerical craft on November 1, 1980, will become protected employees on the first of the month immediately following the month in which they acquire three (3) years continuous employment relationship in the clerical craft, unless they are not regularly assigned on the date they are eligible to become protected employees, in which event they will become protected employees on the first of the month immediately following the month when recalled to service and assigned to a regular position in accordance with existing rules of the Clerks' Agreement.
- (c) Employees not regularly assigned as of November 1, 1980, having three (3) or more years of continuous employment relationship in the clerical craft as of November 1, 1980, will become protected employees on the first of the month immediately following the month when recalled to service and assigned to a regular position in accordance with existing rules of the Clerks' Agreement.
- (d) Employees not regularly assigned as of November 1, 1980, having less than three (3) years of continuous employment relationship in the clerical craft as of November 1, 1980, will become protected employees on the first of the month immediately following the month in which they acquire three (3) years of continuous employment relationship in the clerical craft, unless they are not regularly assigned on the date they are eligible to become protected employees, in which event they will become protected employees on the first of the month immediately following the month when recalled to service and assigned to a regular position in accordance with existing rules of the Clerks' Agreement.
- (e) Employees hired on or after April 15, 1986, who acquire six (6) years continuous employment relationship in the clerical craft will become protected employees on the first of the month immediately following the month in which they acquire six (6) years continuous employment relationship in the clerical craft, unless they are not regularly assigned on the date they are eligible to become protected employees, in which event they will become protected employees on the first of the month immediately following the month when recalled to service and assigned to a regular position in accordance with existing rules of the Clerks' Agreement.
- (f) For the purpose of this Agreement, the term "regular position" does not include an advertised temporary vacancy or a short vacancy. However, bulletined extra board positions under Rule E-5 shall be considered as regular assignments.

SECTION 2

In the event of a decline in the Carrier's business in excess of 5% in net revenue ton miles in any calendar month compared with the average of the same calendar month for the preceding two calendar years, the number of protected employees, excluding those whose protective status has been suspended, will be reduced to the extent said decline exceeds 5%. When the number of protected employees is reduced as provided for herein, the junior protected employees will not be entitled to protective benefits. Upon restoration of Carrier's business, employees entitled to protective benefits under this Agreement shall have such rights restored in accordance with the same formula within 15 calendar days.

SECTION 3

Notwithstanding other provisions of this Agreement, the Carrier shall have the right to make force reductions under emergency conditions such as flood, snowstorm, hurricane, tornado, earthquake, fire or strike, provided that operations are suspended in whole or in part and provided further that because of such emergencies the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed. When forces have been so reduced and thereafter operations are restored, employees entitled to preservation of employment must be recalled upon the termination of the emergency. In the event the Carrier is required to make force reductions because of the aforesaid emergency conditions, it is agreed that any decline in net revenue ton miles resulting therefrom shall not be included in any computation of a decline in the Carrier's business pursuant to the provisions of Section 2 of this Article I.

SECTION 4

Nothing in this agreement shall be construed as depriving employees eligible for benefits hereunder of benefits provided under any other protective agreement; however, there will be no duplication or pyramiding of benefits between this and other agreements. In instances where this and other protective arrangements or agreements are applicable to any employee, the Carrier will notify such employee in writing of the options available with respect to the benefits of this agreement or other protective arrangements or agreements, and such employee will have fifteen (15) days thereafter to signify in writing which protective agreement or arrangement will apply.

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

SECTION 1

An employee shall cease to be a protected employee in case of resignation, death, retirement, dismissal for cause in accordance with existing agreements, or he becomes eligible for an annuity at age 65 under the Railroad Retirement Act. The protected status of an employee who fails to obtain or retain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements, or fails to accept employment as provided in this Agreement, or fails to respond to extra work when called, will be suspended until such time as he obtains a regular position. As of the date he occupies such position he will be restored to the status of a protected employee and protected at the rate of the regular position occupied on the date his protected status is restored. If an employee dismissed for cause is reinstated to service, he will be restored to the status of a protected employee as of the date of his reinstatement.

SECTION 2

The protected status of an employee who fails to accept employment in his craft offered him by the Carrier in any seniority district or on any seniority roster throughout Carrier's railroad system as provided in this agreement, will be suspended until he obtains a regular position. As of the date he occupies such position, he will be restored to the status of a protected employee and protected at the rate of the regular position occupied on the date his protected status is restored.

SECTION 3

When a protected employee is entitled to compensation under this Agreement, he may be used in accordance with existing seniority rules for vacation relief, holiday vacancies, or sick relief, or for any other temporary assignments which do not require the crossing of craft lines except as provided in this agreement. Traveling expenses will be paid where they are allowed under existing rules.

SECTION 4

Off-in-force-reduction employees who are entitled to protective benefits under this Agreement, may be offered, in reverse order of seniority, reasonably comparable employment in another class or craft or other employment with the Carrier signatory hereto or a Carrier fully or partially owned by the Carrier signatory hereto which does not require a change in residence for which he is physically qualified, if such employment does not infringe upon the employment or transfer rights of the employees in such other craft or class, and the filling of the vacancy in the other craft or class would require the Carrier to hire a new employee.

SECTION 5

The Carrier may also train off-in-force-reduction employee for such employment or for other employment. In such cases, the employee may be assigned to an on-the-job or classroom training program, during hours designated by the Carrier not to exceed eight (8) hours per day (exclusive of lunch period, if assigned), five days per week. Employee will be compensated at his protected rate or the training rate whichever is higher, except no compensation will be allowed for days the employee is absent. After completion of training, where such is provided, the employee must accept employment in the class or craft or other employment for which he has sufficient fitness and ability.

SECTION 6

The protected status of an off-in-force-reduction employee who refuses to accept employment in another class or craft or other employment as outlined above which does not require a change in residence or who fails to complete the training program, will be suspended until he is recalled to service and assigned to a regular position in accordance with existing rules of the Clerks' Agreement at which time he will be restored to the status of a protected employee and protected at the rate of the position occupied on the date his protected status is restored.

SECTION 7

The Carrier may offer off-in-force-reduction protected employees by written notification, with copy to the National Representative, a lump-sum separation allowance computed in accordance

with Section 9 of the Washington Job Protection Agreement in which case the employee may resign and accept the separation allowance in lieu of all other benefits and protection. The option must be exercised in writing by the employee within 30 days of Carrier's notification. The Carrier will notify the National Representative of the employee's election.

ARTICLE III – IMPLEMENTING AGREEMENTS

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

ARTICLE IV – COMPENSATION DUE PROTECTED EMPLOYEES

SECTION 1

Subject to the provisions of Section 3 of this Article IV, protected employees entitled to preservation of employment who hold regularly assigned positions on November 1, 1980, shall not be placed in a worse position with respect to compensation than the normal rate of compensation for said regularly assigned position on November 1, 1980, or their current protected rate of pay established under the provisions of Mediation Agreement dated April 3, 1965 whichever is higher; provided, however, that in addition thereto such compensation shall be adjusted to include subsequent general wage adjustments.

SECTION 2

Subject to the provisions of Section 3 of this Article IV, those employees who become protected employees in accordance with the provisions of Sections 1(b), 1(c), 1(d), and 1(e) of Article I and entitled to preservation of employment shall not be placed in a worse position with respect to compensation than the normal rate of compensation of the regular position (adjusted to include subsequent general wage adjustments) to which they are assigned on the date they become protected employees.

SECTION 3

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

SECTION 4

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

SECTION 5

A protected employee shall not be entitled to the benefits of this Article during any period in which he fails to work due to disability, discipline, leave of absence, military service, or other absence from the Carrier's service, or during any period in which he occupies a position not

subject to the working agreement (except as provided for in Article II) or his protected status is suspended; nor shall a protected employee be entitled to the benefits of his Article IV during any period when furloughed because of reduction in force resulting from seasonal requirements (including lay-offs during Miner's Holiday and the Christmas Season) or because of reductions made pursuant to Article I, Sections 2 or 3.

SECTION 6

The protective allowance provided in this Agreement for a protected furloughed employee is supplemental to unemployment benefits prescribed by the Railroad Unemployment Insurance Act. Therefore, any protective allowance due protected furloughed employees shall be reduced by the full amount of unemployment benefits received, or to which entitled under the Railroad Unemployment Insurance Act and during the period in which unemployment benefits are due under the Act. The benefits shall be reduced by the amount of earnings in any outside employment obtained during the period in furloughed status.

SECTION 7

The Carrier will furnish an appropriate form to enable protected employees to file claim for protective benefits. The form must be filed within sixty (60) days from the close of the month for which protective benefits are claimed and, if the employee is entitled to the protective benefits claimed, such claim will be allowed.

ARTICLE V – MOVING EXPENSES AND SEPARATION ALLOWANCES

In the case of any transfers or rearrangements of forces for which an implementing agreement has been made, any protected employee in the clerical craft with the Carrier who is requested by the Carrier pursuant to said implementing agreement to transfer to a new point of employment requiring him to move his residence shall be given an election of one of the following options, which must be exercised within seven (7) calendar days from the date of request.

PROTECTED EMPLOYEES WITH 10 OR MORE YEARS OF SERVICE may:

1. Transfer and receive the moving expenses and transfer allowances provided in this Article V;
2. Not transfer and voluntarily suspend the monetary protection provided in this Agreement until such time as he is again assigned to a permanent position;
3. Elect to take a separation allowance equivalent of 360 days' pay at the rate of his last position.

PROTECTED EMPLOYEES WITH 5 YEARS OF SERVICE BUT LESS THAN 10 YEARS OF SERVICE may:

1. Transfer and receive the moving expenses and transfer allowances provided in this Article V;
2. Not transfer and voluntarily suspend the monetary protection provided in this Agreement until such time as he is again assigned to a permanent position;

3. Accept separation pay in the amount of \$10,000.00 (which amount shall be increased effective November 1, 1980, in an amount equal to the straight time annual general wage and C.O.L.A. increases effective that date and those effective thereafter.

PROTECTED EMPLOYEES WITH LESS THAN 5 YEARS OF SERVICE may:

1. Transfer and receive the moving expenses and transfer allowances provided in this Article V;
2. Not transfer and voluntarily suspend the monetary protection provided in this Agreement until such time as he is again assigned to a permanent position.

If the protected employee elects to transfer to a new point of employment requiring a change of residence, such transfer and change of residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Agreement notwithstanding anything to the contrary contained in said provisions and in addition to such benefits shall receive a transfer allowance of eight hundred dollars (\$800) and five working days instead of the "two working days" provided by Section 10(a) of said Agreement.

ARTICLE VI – APPLICATION TO MERGERS, CONSOLIDATIONS AND OTHER AGREEMENTS

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

Where prior to the date of this agreement the Washington Job Protection Agreement (or other agreements of similar type whether applying inter-carrier or intra-carrier) has been applied to a

transaction, coordination allowances and displacement allowances or their equivalents or counterparts, if other descriptive terms are applicable on a particular railroad) shall be unaffected by this agreement either as to amount or duration, and allowances payable under the said Washington Agreement or similar agreements shall not be considered compensation for purposes of determining the compensation due a protected employee under this agreement.

ARTICLE VII – DISPUTES COMMITTEE

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

APPENDIX L

TRAINING TIME

Employees hired under the Carrier's training programs for agent-operators, agency and yard clerks shall not remain in training status in excess of ninety (90) calendar days. This 90-day period may be extended in specific instances by agreement between the National Representative and the Director of Labor Relations.

It is understood that the sixty (60) days probationary period referred to in paragraph (a) of Rule C-1 shall not begin until a trainee establishes seniority and performs compensated service under the Schedule Agreement.

June 16, 1993

Mr. D. L. Steele
General Chairman, TCU
P. O. Box 280
Suffolk, Virginia 23439

Dear Mr. Steele:

This refers to our discussions concerning the coordination of customer service work in the Customer Service Center in Atlanta, Georgia.

During our discussions which included the creation of a new seniority district in Atlanta, a number of questions arose concerning the relationships of the various seniority districts in the Atlanta General Office Buildings. In this regard we agreed:

- I.
 - (a) Employees working on an Atlanta GOB seniority district holding seniority on more than one Atlanta GOB seniority district will have their earliest seniority date from any Atlanta GOB seniority district placed on their current roster. Seniority dates for such employees will be removed from all other Atlanta GOB rosters.
 - (b) Employees holding seniority on one or more Atlanta GOB seniority rosters but not currently working on such rosters, will retain seniority on the roster showing their earliest seniority date and will have their seniority date(s) removed from all other rosters.
 - (c) Seniority rosters reflecting the understanding in Paragraphs (a) and (b) will be posted no later than August 1, 1993 based on the employees' status on July 1, 1993.
- II. Employees may thereafter utilize their seniority date to bid for advertised positions in the following manner:
 - (a) Employees may bid on advertised positions within their current seniority district under existing rules.
 - (b) Employees bidding on positions in other Atlanta GOB seniority districts will be assigned subject to existing rules and will have their Atlanta GOB seniority date dovetailed into their new district and their name will be removed from the district from which they are moving.
 - (c) Employees may thereafter utilize their seniority date to exercise displacement rights in the following manner:

1. Employees may exercise an accrued displacement right to positions on their current seniority district under existing rules.
2. Subject to existing rules, employees may exercise an accrued displacement right to other Atlanta GOB seniority districts if they cannot hold a position on their current district. Employees in the Accounting Department must first displace to positions on seniority districts within the department. An employee must displace the junior employee on a roster. If the employee is not qualified, he/she may then displace the next junior employee on that district if the district contains at least 10 positions available to the employee. On districts with less than 10 positions, the employee may only displace the junior employee.

Very truly yours,

/s/ R. S. Spenski

I CONCUR:

/s/ D. L. Steele
General Chairman, TCU

ATLANTA GOB SENIORITY ROSTERS

ROSTER NUMBER

DEPARTMENT

SRAC 07020000	AGENCY OPERATIONS CENTER
SRAC 07064000	CAR & MISC. ACCOUNTING (INACTIVE)
SRAC 07062000	REVENUE ACCOUNTING/CRB
SRAC 07063000	CUSTOMER & CAR ACCOUNTING
SRAC 07061000	FREIGHT ACCOUNTING
SRAC 07050000	INDUSTRIAL DEVELOPMENT
SRAC 07070000	INFORMATION TECHNOLOGY
SRAC 07084000	MAINTENANCE OF WAY & STRUCTURES
SRAC 07030000	COMMUNICATIONS & SIGNALS
SRAC 11000000	REAL ESTATE & CONTRACT SERVICES
SRAC 71000000	SUPT. OF BUILDINGS
SRAC 07090000	AVP OPERATIONS CONTROL CENTER
NSAC 01036000	PRINT SHOP & MAIL SERVICES
SRAC 07110000	CUSTOMER SERVICE CENTER
SRAC 07020400	CREW MANAGEMENT CENTER
SRAC 07200000	CENTRALIZED YARD OPERATIONS

APPENDIX N

February 21, 1986

Mr. W. M. Flynn, General Chairman
Brotherhood of Railway Clerks
P. O. Box 635
Clarkston, Georgia 30021

Dear Mr. Flynn:

Reference our recent conversation in conference concerning the proper interpretation of Section 7 of Part P – Extra Boards of the November 1, 1980 Supplemental Agreements as it relates to what constitutes a new vacancy.

We agree that the word “vacancy” was intended to mean for the duration the vacancy exists, whether it exists due to an employee being off account sickness, vacation, jury duty, personal leave, etc., or any combination of reasons. In such cases involving a combination of reasons for the vacancy, a new vacancy would not be created.

We further discussed that the above understanding does not change the application of Section 8 of Part P in the creation of a new vacancy when the regular employee does not return after having given notice prior to the end of the tour of duty preceding the rest days.

If this correctly describes our understanding, please sign in the space provided below.

Very truly yours

T. H. Mullenix, Jr.

I concur:

/s/ W. M. Flynn

APPENDIX O

Atlanta, GA – January 21, 1987

LF-383-17

Mr. L. H. Smith, Jr.:
Mr. P. M. Tatem:

Please refer to Mr. Smith's notation of December 2, 1986 on Mr. Noles' letter of November 19, 1986 and your conversations with T. H. Mullenix, Jr. concerning the problems encountered with clerks bidding to jobs in the office buildings shortly after receiving training at Inman Yard.

Attached is copy of a Memorandum Agreement effective February 1, 1987 that will prevent clerks who establish a seniority date at Inman after February 1 from bidding off regular positions at Inman to positions on another seniority district for a period of one year. This arrangement does not prevent a clerk who does not hold a regular position at Inman from making application on a position on another seniority district within the first year after establishing seniority at Inman.

If you have questions, please contact Tom Mullenix at Atlanta extension 2252.

/s/ R. C. Steele, Jr.

cc: Mr. P. R. Rudder
Mr. H. C. Mauney, Jr.

bc: Mr. T. C. Sheller (with attachments)

THM:pso
5337k

MEMORANDUM AGREEMENT

between

SOUTHERN RAILWAY COMPANY

and

**BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES**

In order to provide for a sufficient work force and to provide the necessary relief of regular assignments at Inman Yard, Atlanta, Georgia, it is agreed:

Employees beginning work at Inman Yard having a Georgia Division – Atlanta District, seniority date after the date of this Agreement who stand for a regular assignment at Inman Yard may not bid on a bulletined position on another seniority district in which they hold no seniority for a period of one year after establishing seniority on the Georgia Division – Atlanta District.

Signed at Atlanta, Georgia this first day of February 1987.

FOR THE BROTHERHOOD OF RAILWAY,
AIRLINE AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND
STATION EMPLOYEES:

/s/ W. M. Flynn
General Chairman

FOR THE CARRIERS:

R. C. Steele, Jr.
Assistant Vice President
Labor Relations

Atlanta – August 10, 1987

CS-CL-2-101

Mr. L. H. Smith, Jr.
Mr. P. M. Tatem:

This refers to my letter of January 21, 1987, copy attached, distributing a Memorandum Agreement that prevents clerks who establish a seniority date at Inman from bidding off regular positions at Inman to positions on another seniority district for a period of one year after establishing seniority.

Attached is a letter agreement dated July 10, 1989 changing the limitation from one year to two years.

If you have questions, please contact Tom Mullenix at Atlanta, extension 2282.

/s/ R. C. Steele, Jr.

cc: Mr. P. R. Rudder
Mr. W. C. Stevens, Jr.
Mr. B. L. Williams

bc: Mr. M. R. MacMahon
Mr. T. H. Mullenix, Jr.
Mr. K. J. O'Brien
Mr. O. J. Harris

THM:ps0
5337k

APPENDIX P

MEMORANDUM AGREEMENT

between

SOUTHERN RAILWAY COMPANY

and

TRANSPORTATION COMMUNICATIONS UNION

It is hereby agreed that effective April 1, 1988 incumbents and their successors of the following positions shall be fully excepted from all rules of the TCU Agreement and shall pay to TCU a monthly agency fee in the amount of the monthly dues uniformly assessed to TCU members, including subsequent adjustments thereto, beginning with May 1988 and all subsequent months unless cancelled pursuant to agreement between the parties:

<u>POSITION</u>	<u>INCUMBENT</u>	<u>DEPARTMENT</u>	<u>LOCATION</u>
Customer Account Representative	S. R. Hamby	Accounting	Atlanta
	L. W. White	Accounting	Atlanta
	W. T. Butt	Accounting	Atlanta
	F. A. Heard	Accounting	Atlanta
	K. R. Bishop III	Accounting	Atlanta
	R. A. Grimmett	Accounting	Atlanta
	A. T. Stapleford	Accounting	Atlanta
	M. E. Duffy	Accounting	Atlanta
	J. C. Amado	Accounting	Atlanta
	A. R. Brown	Accounting	Atlanta
	W. T. Landrum	Accounting	Atlanta
	L. A. Whitley	Accounting	Atlanta
	J. M. Gillespie	Accounting	Atlanta
	K. J. Berry	Accounting	Atlanta
	K. R. Garner	Accounting	Atlanta
	B. A. Emery	Accounting	Atlanta
	T. L. Blessard	Accounting	Atlanta
	L. J. Murphree	Accounting	Atlanta
	C. C. Brannon	Accounting	Atlanta
			Accounting
		Accounting	Atlanta
		Accounting	Atlanta
		Accounting	Atlanta

3 Vacancies as of March 1, 1988

It is further agreed that the incumbents and their successors of the following positions shall continue to be fully excepted from all rules of the TCU Agreement and shall pay to TCU a monthly agency fee in the amount of the monthly dues uniformly assessed to TCU members, including subsequent months unless cancelled pursuant to agreement between the parties:

<u>POSITION</u>	<u>INCUMBENT</u>	<u>DEPARTMENT</u>	<u>LOCATION</u>
Customer	C. Walker	Accounting	Atlanta
Account	S. B. Jones	Accounting	Atlanta
Representative	S. U. Storm	Accounting	Atlanta
	C. R. Armstrong	Accounting	Atlanta
	L. L. Richardson	Accounting	Atlanta
	K. L. McDaniel	Accounting	Atlanta
	J. H. Falls	Accounting	Atlanta
	F. D. Osteen, Jr.	Accounting	Atlanta
	C. M. Pattillo	Accounting	Atlanta
	E. P. Ferguson, Jr.	Accounting	Atlanta
	M. C. Brooks	Accounting	Atlanta
	J. A. Lloyd	Accounting	Atlanta
	D. A. Barnes	Accounting	Atlanta
	J. D. Arnhart	Accounting	Atlanta
	P. M. Lawrence	Accounting	Atlanta
	I. K. Washington	Accounting	Atlanta
	G. D. Wooten	Accounting	Atlanta
	M. A. Crawford	Accounting	Atlanta
	L. O. Bacon, Jr.	Accounting	Atlanta
	B. G. Titus	Accounting	Atlanta
	L. H. Martin	Accounting	Atlanta
	G. G. Beech	Accounting	Atlanta
	C. M. O'Shaughnessy	Accounting	Atlanta
	P. L. Mills	Accounting	Atlanta
	C. A. Cooper	Accounting	Atlanta
	D. L. Logan	Accounting	Atlanta
	T. D. Jackson	Accounting	Atlanta
	J. C. Bell	Accounting	Atlanta

Signed at Atlanta, Georgia this 4th day of March 1988.

FOR THE EMPLOYEES:

/s/ D. L. Steele
General Chairman, TCU

FOR THE CARRIER:

/s/ R. C. Steele, Jr.
Assistant Vice President
Labor Relations

December 8, 1988

CS-CL-20

Mr. D. L. Steele
General Chairman, TCU
P. O. Box 635
Clarkston, GA 30021

Dear Mr. Steele:

This refers to the Memorandum Agreement dated March 4, 1988 concerning Customer Account Representative positions and our recent conversations.

The Carrier now has the need to establish fifteen additional Customer Account Representative positions. Such positions will be established pursuant to the conditions of the March 4, 1988 Agreement. This arrangement is without prejudice or precedent and will not be cited in future handling.

If this correctly reflects our understanding for the establishment of these fifteen positions, please indicate your approval by signing below.

Yours truly,

/s/ T. H. Mullenix, Jr.

AGREED:

/s/ D. L. Steele
General Chairman
Transportation Communications Union

APPENDIX Q

April 23, 1998

CL-KNOX-97-5 and 97-6
CL-KNOX-97-2

Mr. D. L. Steele
General Chairman, TCU
P. O. Box 280
Suffolk, VA 23439

Dear Mr. Steele:

This has further reference to your files 97007 and 97027-KNX-C-SR appealing the following claims:

CL-KNOX-97-2

1. Carrier violated the terms of the Clerical Master Agreement dated May 1, 1973, as revised by the 1980 Supplemental Agreement dated November 1, 1980, particularly, but not limited to, Rule A-1 (Scope), G-1, E-5, and others, when it removed the duties of crew hauling from the first shift Porter/Carry All driver, Monday through Friday, effective Tuesday, September 24, 1996, and continuing.
2. Carrier shall now be required to compensate the first out and available extra board Clerk in Zone 4 eight (8) hours' pay, or, in the event the extra board is exhausted, eight (8) hours' pay at the time and one-half rate for the senior, qualified and available Clerk, at his EMR or Wage Grade of the position, whichever is greater, for September 24, 1996 and continuing.

CL-KNOX-97-5

1. Carrier violated the terms of the Clerical Master Agreement dated May 1, 1973, as revised by the 1980 Supplemental Agreement dated effective November 1, 1980, particularly, but not limited to, Rule A-1 (Scope), G-1, G-2, E-5, and others, when it removed the duties of line of road crew hauling from the 3:00 p.m. to 11:00 p.m. Porter/Driver, Thursday through Monday, five days a week, and his/her relief on assigned rest days of Tuesday and Wednesday, two days a week, for a total of seven days a week, commencing Sunday, December 1, 1996, and continuing.
2. Carrier shall now be required to compensate the first out and available Extra Board Clerk in Zone 1 eight (8) hours pay, or, in the event the extra board is

exhausted, eight hours pay at the time and one-half rate for the senior, qualified and available Clerk, at his/her EMR or Wage Grade of the position, whichever is greater, for December 1, 1996 and continuing.

CL-KNOX-97-5

1. Carrier violated the terms of the Clerical Master Agreement dated May 1, 1973, as revised by the 1980 Supplemental Agreement dated effective November 1, 1980, particularly, but not limited to, Rule A-1 (Scope), G-1, G-2, E-5, and others, when it removed the duties of line of road crew hauling from the 11:00 p.m. to 7:00 a.m. Porter/Driver, Sunday through Thursday, five days a week, and his/her relief on assigned rest days of Friday and Saturday, two days a week, for a total of seven days a week, commencing Sunday, December 1, 1996, and continuing.
2. Carrier shall now be required to compensate the first out and available Extra Board Clerk in Zone 1 eight (8) hours pay, or, in the event the extra board is exhausted, eight hours pay at the time and one-half rate for the senior, qualified and available Clerk, at his/her EMR or Wage Grade of the position, whichever is greater, for December 1, 1996 and continuing.

These claims were discussed in conference with Assistant to the General Chairman R. H. Rankin, Labor Relations Officer K. K. Brooks and Assistant Labor Relations Officer R. C. Long on April 8, 1998. Following discussion in conference, the parties mutually agreed that in full and final settlement of these and other crew hauling disputes at this location, the Carrier recognizes that intra-terminal crew hauling work at Knoxville, Tennessee will be performed by TCU clerical employees. The Employees recognize that there may be isolated emergency situations; i.e., an undue train delay, where others may be used to haul crews at Knoxville. Also, the Parties recognize Utility Brakeman utilize vehicles in the normal course of their duties.

It is agreed that if TCU or the Carrier are experiencing a problem with this Agreement, the Parties upon written notice to the other, will promptly meet and make a good faith effort to resolve such problem, giving due regard to the legitimate concerns of both parties. Failing resolution of the problem, the Parties reserve the right to invoke arbitration.

Very truly yours,

J. R. Binau

/s/ By: D. H. Mullen
Assistant Director

cc: S. H. S. – You may close your file

APPENDIX R

Procedure for Determining Employees Qualifications Mediation Agreement Dated April 21, 1932

SETTLEMENT: The management expresses a sympathetic interest in the advancement of all employees and agrees to the following procedure, under the rules in effect, to insure a fair basis for determining qualifications:

(1) When employees are assigned to positions requiring duties with which they are not familiar the supervising officer will upon request furnish the employee at the time of assignment with a written statement giving a general and comprehensive description of the predominant duties and responsibilities, whether supervisory or otherwise, make available all necessary instructions, and from time to time assist the employee with a view to enabling him to qualify to perform the duties thereof but such assistance shall not take precedence over other duties of the officer in charge.

(2) If after a fair trial an employee is disqualified he will be given the reasons therefore, and such disqualifications will debar him from the right to seek to make another displacement. When possible to secure tangible evidence it will be used to support the judgment of the supervising official, and the employee will be entitled to receive a photostat or other copy of such evidence upon request.

(3) In event a hearing is held in connection with a case of this kind either before or after assignment to the position sought the management will insert in the transcript of the hearing a copy of the statement of duties and responsibilities of the position in question, and the employee will insert therein a statement of his education training and experience which he claims have fitted him to undertake the new work. All questions and answers in such hearings will be confined to the clear purpose of establishing the applicant's ability or lack or ability to perform the required duties.

(4) When an employee desires to learn the duties of a position held by a junior employee with a view to making a displacement thereon he will be allowed as a preliminary step in the making of such displacement to study and observe the actual performance of the duties by the incumbent employee who will be permitted to furnish all information desired by the applicant employee in learning the work. It is understood that this student service is to be optional with the applicant and without expense to the carrier.

(5) The procedure herein set up shall not in any manner affect the right of the employees to make displacement or the prerogatives reserved to the management in making assignments as respectively provided in the Clerks Agreement.

For the employees:

(s) S. J. Dunn,
Vice President.

(s) L. W. Reigel,
General Chairman

(s) F. H. Gross,
Secretary-Treasurer

For the Carrier:

(s) J. C. Austin,
Assistant to Vice President

CROSS BID AGREEMENT

BETWEEN

**NORFOLK SOUTHERN CORPORATION
NORFOLK AND WESTERN RAILWAY COMPANY
SOUTHERN RAILWAY COMPANY**

AND THEIR EMPLOYEES REPRESENTED BY

**THE BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES**

It is agreed:

Section 1

(a) Employees holding seniority in the SR General Offices in Atlanta making timely applications for new positions or vacancies in NS Seniority District No. 3, will be assigned, subject to seniority and fitness and ability, when such new positions or vacancies cannot be filled from said seniority district rosters in accordance with applicable rules and agreements.

(b) Employees holding seniority in NS District No. 3 in Atlanta, Georgia making timely applications for new positions or vacancies in the SR General Offices will be assigned, subject to seniority and fitness and ability, when such new positions or vacancies cannot be filled from said seniority district rosters in accordance with applicable rules and agreements.

(c) Employees acquiring positions on another seniority district pursuant to Paragraph (a) above will have their seniority date in the seniority district from which they transferred (NS District No. 3 or SR General Office Seniority District, whichever is appropriate) dovetailed into the roster for the seniority district to which they transferred. Such employees will retain and continue to accumulate seniority on the seniority district from which they transferred or a period equal to their length of service not to exceed six (6) years. Employees who are displaced during said period must exhaust their seniority on the Carrier of displacement subject to fitness and ability rules, before returning to their former seniority district. Employees displacing to their former seniority district after having exhausted their seniority in the district to which they transferred will be subject to recall in accordance with applicable rules and agreements. When recalled, such employees must either return to their former district within seven (7) days or forfeit that seniority.

(d) Employees transferring pursuant to Paragraphs (a) and (b) above, can only return to a position on their former seniority district pursuant to the displacement provisions set forth in Paragraph (c).

Section 2

(a) Employees holding seniority in NW District No. 1 making timely applications for new positions or vacancies in NS Seniority District Nos. 2 or 4, will be assigned, subject to seniority and fitness and ability, when such new positions or vacancies cannot be filled from said seniority district rosters in accordance with applicable rules and agreements.

(b) Employees holding seniority in NS District No. 2 making timely applications for new positions or vacancies in NW District No. 1 or NS District No. 4 will be assigned, subject to seniority and fitness and ability, when such new positions or vacancies cannot be filled from said seniority district rosters in accordance with applicable rules and agreements.

(c) Employees holding seniority in NS District No. 4 making timely applications for new positions or vacancies in NW District No. 1 or NS District No. 2 will be assigned, subject to seniority and fitness and ability, when such new positions or vacancies cannot be filled from said seniority district rosters in accordance with applicable rules and agreements.

(d) Employees who transfer pursuant to this Section 2 will have their seniority date on their former seniority roster (NW District No. 1, NS District No. 2, or NS District No. 4, whichever is appropriate) dovetailed on the roster for the district to which they transfer. Such employees' names and seniority dates will be removed from the seniority roster from which they transferred.

(e) An employee who transfers between NW District No. 1, NS District No. 2, or NS District No. 4, pursuant to this Section 2, may only leave the seniority district to which he or she transferred after exhausting all seniority on that district.

(f) When a bulletined new position or vacancy on NW District 1, NS District 2 or NS District 4 is not filled by an employee in service who is senior to a furloughed employee on any of these three districts, the senior qualified furloughed employee from NW District 1, NS District 2 or NS District 4 will be recalled to fill the position. Furloughed employees failing to return to service within seven (7) calendar days after being notified (by mail or telegram sent to the last address given) or give satisfactory reason for not doing so will be deemed to have forfeited all seniority on NW District 1, NS District 2 and NS District 4. Sections 2(d) and 2 (e) ;will also apply to employees who transfer between NW District 1, NS District 2 or NS District 4 pursuant to this Section 2(f).

(g) Employees holding partially excepted positions on NW District 1, NS District 2 or NS District 4 will not be subject to recall on the other two districts.

Section 3

(a) NW, SR and NS employees not covered by Sections 1 and 2 making timely application for new positions or vacancies advertised on a property on which they have no seniority and NS employees making application for new positions or vacancies

advertised in other NS seniority districts will, subject to seniority and fitness and ability, be assigned thereto when such new positions or vacancies cannot be filled in accordance with applicable rules and agreements.

(b) Employees acquiring positions on another seniority district pursuant to Paragraph (a) above will acquire a seniority date in the seniority district to which they transfer pursuant to applicable rules and agreements and will continue to accumulate seniority in the seniority district from which they transfer. Such transferred employees who are thereafter displaced must exhaust their seniority, subject to fitness and ability rules, before returning to their former seniority district. Employees displacing to the seniority district from which transferred after having exhausted seniority in the seniority district to which transferred pursuant to Paragraph (a) above will be subject to recall in accordance with applicable rules and agreements. When recalled, such employees must either return to their former district within seven (7) days or forfeit that seniority. In the application of Section 3(b) of the April 8, 1987 Cross Bid Agreement, employees transferring to NS Seniority District No. 1 will not be required to exhaust seniority rights to positions requiring a change of residence (as defined in Section 5) in such district before exercising seniority in the district from which they transferred; provided, however, that if they do not exhaust seniority in NS Seniority District No. 1, they will forfeit seniority in such district.

(c) Employees transferring to another seniority district pursuant to Paragraph (a) above, can only return to a position in their former seniority district pursuant to the displacement provisions set forth in Paragraph (b).

Section 4

Employees appointed to partially excepted positions on a property on which they have no seniority and NS employees appointed to partially excepted positions on another NS seniority district will acquire and retain seniority in accordance with applicable rules and agreements. Such transferred employees must exhaust seniority in the seniority district to which they transferred hereunder before they may bid on or displace to positions on other seniority districts.

Section 5

In the event new positions or vacancies on SR, NW, or NS cannot be filled in accordance with applicable rules and agreements, including protective agreements, the senior furloughed NW, SR or NS employee having fitness and ability will be assigned provided a change in residence is not required. Said employee will acquire and retain seniority in accordance with the provisions of Sections 1, 2, or 3 of this Agreement, as amended, whichever is applicable. The following change of residence definition shall apply:

A 'change of residence' shall only be considered 'required' if the new reporting point of the employee would be more than thirty (30) normal highway miles, via the most direct route, from the employee's point of

employment at the time affected, and the new reporting point is farther from the employee's residence than his former point of employment.

Section 6

A furloughed employee may be used for extra and relief work in a seniority district on which he has no seniority, provided that the distance traveled by such employee would not require a change in residence under the application of Section 5 above, if his use does not deprive a furloughed employee(s) in said district of an opportunity to perform such work under applicable rules and agreements. A furloughed employee used for such extra or relief work will not acquire seniority in the district used.

Section 7

Employees moving from one Carrier to another under this Agreement shall be credited with prior service for vacation, personal leave, protective benefits and other benefits which are granted on the basis of qualifying years of service in the same manner as though all such time spent had been in the service of the Carrier to which they moved.

Section 8

Where rules, other agreements and practices conflict with this Agreement, the provisions of this Agreement shall apply. There shall be no duplication or pyramiding of benefits receivable by an employee transferring under this agreement.

Section 9

This Agreement will become effective on the effective date of the establishment of NS District No. 4 at Roanoke. At that time it will supersede the August 17, 1984 Memorandum Agreement as amended.

Signed at Roanoke, VA, this 8th day of April, 1987.

FOR THE BROTHERHOOD OF RAILWAY
AIRLINE AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND
STATION EMPLOYEES:

/s/ W. M. Flynn
General Chairman

/s/ R. H. Rankin
General Chairman

FOR THE CARRIERS:

/s/ R. Spenski
Assistant Vice President
Labor Relations
NORFOLK AND WESTERN
RAILWAY CO.

/s/ R. C. Steele, Jr.
Assistant Vice President
Labor Relations
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
CAROLINA AND NORTHWESTERN
RAILWAY COMPANY
THE TENNESSEE, ALABAMA AND
GEORGIA RAILWAY COMPANY

/s/ T. C. Sheller
Senior Assistant VP Labor Relations
NORFOLK SOUTHERN CORP.

Approved:

/s/ C. J. Neal
International Vice President

July 20, 1990

Mr. R. H. Rankin
General Chairman, TCU
N&W System Board No. 218
3772 Aerial Way Drive, SW
Roanoke, Virginia 24018

Mr. D. L. Steele
General Chairman, TCU
P. O. Box 635
3596 Hill Street
Clarkston, Georgia 30021

Gentlemen:

This will confirm our recent discussions concerning the provisions of the CROSS-BID AGREEMENT signed April 8, 1987, when the Carrier does not receive a bid from an employee in the seniority district in which the position is advertised in either seniority district N&W #1, NS #2 or NS #4 at Roanoke, VA.

Effective August 13, 1990, the Carrier will honor a cross-bid from a senior qualified in-service employee pursuant to the 1987 Cross-bid and Cross Displacement Agreements before recalling the senior qualified furloughed employee from the "pool" of employees at Roanoke. The exception to this method of filling a vacancy will be when a cross-bid is received from an in-service employee who is junior to a furloughed employee in the pool. In this case, the senior furloughed employee from the pool will, subject to being qualified, be assigned.

This revises the present practice of recalling and assigning the senior qualified furloughed employee from the entire pool of furloughed employees if no bids are received from the seniority district. The Carrier will not be held accountable for any claims and/or grievances filed as a result of the application of this understanding.

If this correctly summarizes your understanding please sign below.

Yours truly,

/s/ T. H. Mullenix, Jr.

/s/ R. H. Rankin
General Chairman

/s/ D. L. Steele
General Chairman

April 8, 1987

Mr. W. M. Flynn, General Chairman
Brotherhood of Railway Clerks
P. O. Box 635
Clarkston, Georgia 30021

Mr. R. H. Rankin, General Chairman
Brotherhood of Railway Clerks
N&W System Board No. 218
3140 Chaparral Drive, S.W
Suite C-100
Roanoke, Virginia 24018

Gentlemen:

Southern Railway employees who have transferred to NS at Roanoke prior to November 19, 1986 pursuant to notices served or agreements made subject to General Implementing Agreement No. 9 dated May 19, 1982 and who hold positions on either NS District No. 2 or NS District No. 4 may not be:

- (1) Displaced by NW employees who have acquired or who may acquire seniority on NS District No. 2 or NS District No. 4 by cross bid or cross displacement pursuant to one of the following agreements:
 - (a) August 17, 1984 Memorandum Agreement, as amended;
 - (b) November 19, 1986 Cross-Displacement Agreement;
 - (c) April 8, 1987 Cross-Displacement Agreement;
 - (d) April 8, 1987 Cross-Bid Agreement.
- (2) Displaced by former NW employees who acquired seniority on NS District No. 2 under those agreement listed in (1) above and who subsequently acquire seniority in NS District No. 4 in accordance with the April 8, 1987 Capital Expenditure and Property Accounting Implementing Agreement.
- (3) Displaced as a result of such NW employee exercising displacement rights.

Additionally, such former SR employees cannot be outbid in NS Districts Nos. 2 or 4 by former NW employees who have or who may acquire seniority on those districts pursuant to the agreements referred to above.

Such former Southern Railway employees who transfer to positions in NW Seniority District No. 1 pursuant to the agreements listed in (1) above will automatically forfeit coverage under this Letter Agreement.

Such former Southern Railway employees who transfer to NS District No. 4 in accordance with the April 8, 1987 Capital Expenditures and Property Accounting Implementing Agreement and who subsequently transfer to NS District No. 2, pursuant to the agreements listed in (1) above, will automatically forfeit coverage under this Letter Agreement.

Such former Southern Railway employees on NS District No. 2 on the date of this agreement who subsequently transfer to positions in NS District No. 4 pursuant to the agreements listed in (1) above will automatically forfeit coverage under this Letter Agreement

If the above correctly sets forth our understanding, please signify in the appropriate space below.

Very truly yours,

WE CONCUR:

/s/ R. Spenski
Assistant Vice President
Labor Relations
NORFOLK AND WESTERN
RAILWAY CO.

/s/ W. M. Flynn
General Chairman

/s/ R. H. Rankin
General Chairman

/s/ R. C. Steele, Jr.
Assistant Vice President
Labor Relations
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
CAROLINA AND NORTHWESTERN
RAILWAY COMPANY
THE TENNESSEE, ALABAMA AND
GEORGIA RAILWAY COMPANY

/s/ T. C. Sheller
Senior Assistant VP Labor Relations
NORFOLK SOUTHERN CORP.

Approved:

/s/ C. J. Neal
International Vice President

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