

I _____, acknowledge receipt of a copy of the collective
(employee's name)
bargaining agreement between Union Pacific Railroad Company and the Brotherhood of
Maintenance of Way Employees (Chicago & North Western System Federation), which
became effective November 1, 2001. I understand that one copy is to be provided by
the company. I further understand that any additional copies of this agreement will cost
me \$15.00 per copy, which must be paid prior to receipt of any additional books.

(Employee's Signature)

WITNESS:

(Supervisor's Signature)

AGREEMENT

between

UNION PACIFIC RAILROAD

and the

**BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES
(C&NW SYSTEM FEDERATION)**

**Governing the Wages and Working Conditions of
employees of the classes listed herein
in the
Maintenance of Way
&
Structures Department**

Effective November 1, 2001

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RULE 1 - SCOPE

A. The rules contained herein shall govern the hours of service, working conditions and rates of pay of all employees in any and all subdepartments of the Maintenance of Way and Structures Department, (formerly covered by separate agreements with the C&NW, CStPM&O, CGW, Ft.DDM&S, DM&CI, and MI) represented by the Brotherhood of Maintenance of Way Employees.

B. Employees included within the scope of this Agreement in the Maintenance of Way and Structures Department shall perform all work in connection with the construction, maintenance, repair and dismantling of tracks, structures and other facilities used in the operation of the Company in the performance of common Carrier service on the operating property. This paragraph does not pertain to the abandonment of lines authorized by the Interstate Commerce Commission.

By agreement between the Company and the General Chairman, work as described in the preceding paragraph, which is customarily performed by employees described herein, may be let to contractors and be performed by contractor's forces. However, such work may only be contracted provided that special skills not possessed by the Company's employees, special equipment not owned by the Company, or special material available only when applied or installed through supplier, are required; or unless work is such that the Company is not adequately equipped to handle the work; or time requirements must be met which are beyond the capabilities of Company forces to meet.

In the event the Company plans to contract out work because of one of the criteria described herein, it shall notify the General Chairman of the Brotherhood in writing as far in advance of the date of the contracting transaction as is practicable and in any event not less than fifteen (15) days prior thereto, except in "emergency time requirements" cases. If the General Chairman, or his representative, requests a meeting to discuss matters relating to the said contracting transaction, the designated representative of the Company shall promptly meet with him for that purpose. The Company and the Brotherhood representatives shall make a good faith attempt to reach an understanding concerning said contracting, but if no understanding is reached, the Company may nevertheless proceed with said contracting and the Brotherhood may file and progress claims in connection therewith. (See Appendix "15")

Nothing contained herein shall be construed as restricting the right of the Company to have work customarily performed by employees included within the scope of this Agreement performed by contract in emergencies that affect the movement of traffic when additional force or equipment is required to clear up such emergency condition in the shortest time possible.

- C. 1. The amount of subcontracting, measured by the ratio of adjusted Engineering Department purchased services (such services reduced by costs not related to contracting) to the total Engineering Department budget for the five (5) year period 1992-1996, shall not be increased without employee protective consequences. In the

event that subcontracting increases beyond that level, any employee covered by this Agreement who is furloughed as a direct result of the increased subcontracting shall be provided New York Dock level protection for a dismissed employee, subject to the responsibilities associated with such protection.

2. Existing rules concerning subcontracting which are applicable to employees covered by this Agreement shall remain in full effect.

D. This Agreement shall not apply to the following:

1. Assistant B&B Supervisors, Assistant Roadmasters, or other comparable supervisory officers and those of higher rank.
2. Employees governed by the provisions of existing Agreements between the Company and other labor Organizations, such as Federated Crafts*, Signalmen, Technicians, Clerks, Structural Iron Workers*, etc., when performing work of their assigned craft in the Maintenance of Way Department.

*Track Welders and other employees on that part of the C&NWT formerly the CGW; Track Welders, Structural Iron Workers and other employees on that part of the C&NWT formerly the CStPM&O and M&StL presently represented by the Brotherhood of Maintenance of Way Organization shall continue to be represented by the Brotherhood and work performed by such employees shall continue to come within the scope of this Agreement.

RULE 2 – SUBDEPARTMENTS

The following subdepartments are within the Maintenance of Way and Structures Department.

- A. Bridge and Building Subdepartment
- B. Track Subdepartment
- C. Roadway Equipment Repair Subdepartment

- A. B&B Subdepartment

- 1. B&B & Painter Foreman
- 2. B&B & Painter Assistant Foreman
- 3. Scale Inspectors
- 4. Truck Drivers
- 5. B&B Carpenters
- 6. Masons
- 7. B&B Helpers
- 8. Bridge Tenders
- 9. Bridge Flagmen
- 10. Cooks
- 11. Machine Operators
- 12. Assistant Machine Operators

(On the former Omaha (CStPM&O) structural iron work is performed by B&B Subdepartment employees. See Appendix “1”.)

- B. Track Subdepartment

- 1. Track Supervisors
- 2. Track Foremen
- 3. Assistant Track Foremen
- 4. Truck Drivers
- 5. *Welders
- 6. *Welder Helpers
- 7. Trackmen and Crossing Watchmen
- 8. Machine Operators
- 9. Assistant Machine Operators
- 10. Track Walker

- C. Roadway Equipment Repair Subdepartment – Former CGW Only

- 1. Work Equipment Foremen
- 2. Work Equipment Mechanics
- 3. Work Equipment Helpers

The foregoing listing of positions is for reference and identification purposes only. Such listings do not restrict inclusion of other positions within the scope of this agreement.

The above listed titles do not include employees governed by the provisions of existing agreements between the Company and other labor Organizations. This pertains to all jobs and specifically those identified by an asterisk (*).

RULE 3 – CLASSIFICATION OF WORK

A. An employee below the rank of Assistant Roadmaster directing the work of Foremen and others as well as patrolling and inspecting track and roadway as well as work incidental thereto shall be classified as a Track Supervisor.

B. An employee directing the work of employees and reporting to officials of the Company shall be classified as a Foreman.

C. An employee assigned to assist a Foreman or Track Supervisor in the performance of his duties shall be classified as an Assistant Foreman.

D. An employee assigned to perform the work of constructing, repairing, maintaining or dismantling of roadway and track and other similar type work shall be classified as a Trackman.

E. An employee assigned to construction, repair, maintenance or dismantling of buildings, bridges or other structures including the building of concrete forms, etc., shall be classified as a B&B Carpenter.

F. An employee assigned to mixing, blending, sizing, or applying of paint, kalsomine, whitewash or other preservatives to structures either by brush, spray or other methods, or glazing, including the cleaning or preparation incidental thereto, shall be classified as a B&B Carpenter.

G. An employee assigned to the operation of any welding device used in the performance of such work as repairing, tempering and cutting rails, frogs and switches, bridge welding, and such other welding in the Maintenance of Way Department, shall be classified as a Welder.

H. An employee assigned to perform the work of repairing, dismantling or adjusting roadway equipment and machinery shall be classified as a Work Equipment Mechanic.

I. An employee qualified and assigned to the operation and servicing of machines used in the performance of Maintenance of Way and Structures Department work shall be classified as a Machine Operator.

J. An employee assigned to assist a machine operator shall be classified as an Assistant Machine Operator.

K. An employee assigned to operate a truck used in the performance of Maintenance of Way and Structures Department work shall be classified as a Truck Driver.

L. An employee assigned to the erection, maintenance, or dismantling of steel bridges and to the performance of related bridge iron work, such as bolting and

riveting and rivet heating, shall be designated as a structural iron worker (former CStPM&O).

M. An employee assigned to opening and closing of drawbridges and handling controls that start and stop motors that operate the draw shall be classified as Bridge Tender.

N. An employee assigned to make walking inspections of track, identifying and reporting irregular track conditions, taking corrective action, and making corrections to irregularities shall be classified as a Track Walker.

O. An employee assigned to assist the respective B&B Carpenter, Welder, and Work Equipment Mechanic shall be classified as a Helper.

RULE 4 - SENIORITY

A. Except as otherwise provided in this Rule, seniority of new employees begins at the time an employee's pay starts.

When two or more employees enter the service on the same day in the same class and seniority district, their relative standing on the seniority roster shall be determined by their attained ages, the oldest employee being placed first.

An employee who voluntarily leaves the service of the Company and is re-employed shall be considered a new employee.

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

An employee who has been accepted for employment in accordance with this rule shall not be terminated or disciplined by the Carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the Carrier had timely knowledge of it.

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

D. Rights accruing to employees under their seniority entitle them to consideration for positions in accordance with their relative length of service with the Company.

RULE 5 - SENIORITY DISTRICTS

Seniority Districts are identified as follows:

<u>B&B</u>	<u>Track</u>
B-2	T-2
B-3	T-3
B-4	T-4
B-7	T-7
B-8	T-8
B-9	T-9

Each Seniority District shall be divided into Zones to be known as Zone A, Zone B, etc. An employee whose position is abolished or who is displaced through the exercise of seniority shall not be required to displace into another zone of his seniority district, but shall be privileged to do so. Employees may change their Zone with thirty (30) days advance written notice to the proper Carrier Officer.

Zones of the above seniority districts are identified geographically as set forth in Appendix "8".

Employees shall be restricted from designating as a home zone the following zones of Appendix "8":

Seniority Districts B-7 and T-7	Zone "F"
Seniority Districts B-7 and T-7	Zone "G"

Employees presently listed in the above mentioned zones may continue in that zone with the understanding that should they designate any other zone as their zone, they shall not be able to later return to the original zone. Additionally, as of February 1, 1990, employees currently in zones other than those listed above shall not be allowed to designate one of the above listed zones as their home zone. Other than as provided in this rule, employees may continue to change their seniority zone within their seniority district as provided in Rule 18 E.

RULE 6 - CHANGE IN SENIORITY DISTRICTS

A. A change in operating divisions shall not automatically constitute a change in seniority districts.

In case of a change in operating divisions, the seniority rights of employees affected shall be adjusted by Agreement between the Carrier and the properly constituted committee or General Chairman representing the employees.

- B.
1. The Carrier shall give at least thirty (30) days written notice to the affected employees and their bargaining representative of its desire to combine or realign seniority districts, including all Carriers under common control, specifying the nature of the intended changes. The protection of the Surface Transportation Board shall continue to apply to all such combinations or realignments.
 2. If the parties are unable to reach agreement within ninety (90) calendar days from the serving of the original notice, either party may submit the matter to final and binding arbitration pursuant to the provisions of Article XVI of the Agreement of July 29, 1991.

RULE 7 - SENIORITY LIMITS

A. Separate seniority in the B&B and Track Subdepartments shall be established in the following classes:

B&B Subdepartment

1. B&B Foremen (including Classes 2 & 3)**
2. Assistant B&B Foremen (including Assistant Foremen - Truck Drivers)
3. Truck Drivers*
4. B&B Carpenters (including Masons and Lead Carpenters)*
5. B&B Helpers, Bridge Tenders and Cooks

Track Subdepartment

1. Track Supervisors
2. Track Foremen (including Classes A, 1, 2, and 3)**
3. Assistant Foremen (including Assistant Foremen - Truck Drivers)
4. Truck Drivers*
5. Trackmen and Crossing Watchmen*

* Treated equal in class for promotion purposes.

** Class A - Foremen on track gangs of 18 or more

Class 1 - Foremen on track gangs of less than 18

Class 2 - Section Foremen, Headquartered Maintenance Foremen, and B&B Foremen.

Class 3 – Flagging

B. Supplemental rosters, where applicable, shall be maintained separately for the following classifications for the Seniority Districts identified in Rule 5:

1. Track Machine Operators divided by classes, and Assistant Machine Operators
2. Track - B&B Machine Operators and Assistant Machine Operators
3. Scale Inspectors
4. Welders including Helpers
5. Structural Iron Workers
6. Work Equipment Mechanic
7. Track Walkers

C. A system seniority roster shall be maintained for Heavy System Machine operators.

D. Machine Operators and Assistant Machine Operators shall not establish separate seniority on each type machine. However, when and as need for operators of a particular type machine occurs it shall be the obligation of those holding seniority as Machine Operators to establish to the satisfaction of the Supervising Officer that they are qualified to operate the machine involved. It is understood that an employee shall

be allowed a reasonable opportunity (including assistance when necessary) to demonstrate his ability.

E. Track Machine Operators shall be divided into three categories identified as Class A, Class B and Class C. Existing machines are indicated below divided in three categories.

MACHINE OPERATORS

SOPHISTICATED (CLASS A)

All Tampers utilizing raising and lining capability
CAT09-C Series Production Switch Tamper
Ballast Stabilizer

INTERMEDIATE (CLASS B)

All other Tampers not included above
Tie Injector and Inserter
Ballast Compactor
Ballast Regulator
Tie Shear
Auto Spiker
Joint Straightener
Bolt Master
Marmon Track Patrol
Brush Cutter
Tie Remover/Inserter
Undercutter (Gopher/Switch)
Spiker-Gauger
Dual Rail Broom
Tie Spacer
Track Liner
Tie Bed Scarifier
Adzer
Kershaw Rail Changer (Model 45-5)
Forklift
Anchor Machine
Track Mobile
Holley Plate Placer Model 47
Temco-Tie Plate Distributor (car top)
Nordco (Grabber/Spike Puller)
Dual Anchor Spreader
Dual Anchor Squeezer
Dual Cribber/Adzer
Nordco Model 67 Anchor Remover

SIMPLE (CLASS C)
W-90 Tie Handler
Power Cribber
W-24 Weed Mower
Tie Drill
Discer
Audigage
Rail Vibrator
Joint Oiler
Broom Cribber
Spike Puller
Scrap Loader
Rail Heater
Rail Lifter
Power Wrench
Carbolineum Applicator
W-100 Spike Driver
Nordberg Power Jack
Weed Sprayer
Tamper Skid Mounted Tie Plugger
Holley Spike Reclaimer
Push Car Mounted Chop Saw
Dual Cribber
Rail Gauging Adzer

F. New machines shall be placed in the appropriate category by the Carrier subject to appeal by the General Chairman. If the General Chairman disputes the category selected, the matter should first be handled with the Engineering Department, and if the dispute is not resolved the matter may be appealed to Labor Relations Department.

G. Positions of Machine Operators of Class A, B, and C machines shall be bulletined to all Track Department employees, with preference in assignment first to those in the class, then to those in the next lower class or classes, and finally to Trackmen. If assignment is made from among Trackman applicants, it shall be based upon the oldest retained seniority date.

TRACK - B&B MACHINES

H. The following machines, not listed as Class A, B, or C machines, are used in common in the B&B and Track Subdepartments, i.e., at times on track work, at other times on B&B work. In order to permit the assigned operator to stay with the machine, regardless of the subdepartment in which working, a separate seniority roster shall be established for operators of such machines. Where there are no qualified bidders holding seniority on such roster for such machine operator positions, vacancies shall be bulletined to both B&B and Track Subdepartment employees who shall be eligible to bid for such positions. Assignment to the vacancy shall be based upon the oldest retained seniority date.

Cranes of less than 20-ton maximum lifting capacity
Pettibone Speed Swing
Earth Drill
Blacktop Roller
Car Top Unloader
Crawler Crane
Crawler Loaders and Dozers
Boom Truck
Motor Grader
Tie Cranes
Rubber Tired Tractor
Trencher
Portable Air Compressor (Rail-Mounted)
W-64 Derrick Car
Lo-Boy
Backhoe
Idaho Norland Snow Blower
Articulated Front End Loader
Hydro-Scopic Excavator
Unimog
Fuel Service Truck
Truck With Plows and Salt Spreaders
Skid Loaders with Attachments
Sheep's Foot

SYSTEM MACHINES

I. Heavy machines, such as Jet Snow Blowers, Yard Cleaners, Locomotive Cranes and Pile Drivers, cranes with a lifting capacity of 20-tons or greater and Jordan Ditcher and Spreader operate over the former C&NW property and may work on B&B or Track work or a combination thereof. Due to the nature of their work it is desirable that the operator stay with the machine. A separate seniority roster shall be established for operators of such machines. Where there are no qualified bidders holding seniority on such roster for such machine operator positions, vacancies shall be bulletined to both B&B and Track Subdepartment employees on the former C&NW who shall be eligible to bid for such positions. Assignment to the vacancy shall be based upon their oldest retained seniority date.

J. In the event the machine moves from one seniority district, to another and the operator does not desire to follow the work he shall be granted displacement rights in his home seniority district, and the vacancy shall be re-bulletined as provided above.

K. Bulletin advertising such positions shall show designated headquarters, which shall not be changed more often than once in any calendar year. When position is rebulletined account of vacancy, new bulletin may establish different headquarters than that in previous bulletin.

RULE 8 - SYSTEM TRUCK OPERATORS

A. Trucks assigned to work with Detector Cars will be classified as system and operators of these trucks shall be designated as System Truck Operators and placed under the System Machine Operator Seniority Roster. Occupants of these positions will be compensated at the rate of \$20.01 per hour and be subject to overtime rules. All subsequent general wage increases and COLA allowances will be applicable.

B. Assignment to the position of System Truck Operator shall be made in accordance with Rule 7 I and with Rule 16 J of this agreement. Such employees however shall not be subject to Rule 7 J.

C. Employees assigned to operate trucks behind the detector cars as provided herein must be competent to make running repairs and service, care and maintain the vehicle and its appurtenances and perform other incidental work. The employee must possess any required State and Federal licenses and must be capable of passing any required examinations. Carrier will reimburse the System Truck Operator assigned to these vehicles for the acquisition or renewal costs of any required Operator licenses in connection with the operation of Carrier vehicles.

D. Employees assigned to the position of System Truck Operator, which operates behind the Detector Cars, shall be allowed actual reasonable necessary expenses for meals and lodging when held away from headquarters overnight. Headquarter locations for employees assigned in this type of service will be the location on the railroad nearest to the employee's residence.

RULE 9 – SYSTEM BORING MACHINES

A. The gang established to operate a Pipe Jacking and Boring Machine shall consist of a B&B Foreman, System Boring Machine Operator, and a Common Machine Operator.

B. The B&B Foreman and Common Machine Operator positions may be established to work on two or more seniority districts. These positions shall be bulletined to all employees holding seniority on the seniority districts where the crew is scheduled to work. Assignments will be awarded to the senior applicant in accordance with Rule 16 J of this agreement. Bulletins shall conform to Rule 16 and shall set forth in as much detail as possible the entire season program, including approximate mile post limits of work locations and approximate duration of work at each location.

C. The B&B Foreman and Common Machine Operator shall not be subject to Rule 7 J. They also shall not be subject to displacement solely as a result of moving to a different seniority district. Employees are eligible to bid for bulletined positions advertised in their seniority district, and are subject to displacement by employees in possession of displacement rights in the seniority districts in which the crew was bulletined.

D. Employees assigned to these gangs shall be allowed actual and necessary expenses for meals and lodging when working on days on which the machine is tied up in excess of thirty (30) miles from their home.

E. The B&B Foreman rate of pay shall be \$20.13 per hour and the rate of the Common Machine Operator shall be the applicable rate of the machine assigned to the position.

F. The Carrier may establish alternate work weeks of four consecutive ten hour days with three consecutive rest days in lieu of five eight hour days, or seven consecutive eleven hour days with seven consecutive rest days. The rest days for an alternate work week that may be established will be in accordance with the provisions of Article X of the 1991 National Agreement. The four or seven day assignments shall constitute forty or eighty hours of work, respectively, for vacation and Railroad Retirement Board benefits. This section also will be applicable to the System Boring Machine Operator.

G. The System Boring Machine Operator rate of pay shall be \$18.89 and shall be in accordance with rules relating to System Machines.

H. Incumbents of these positions shall be subject to the travel allowance provisions of Rule 28.

RULE 10 – PLASSER UNDERCUTTER-BALLAST CLEANER MACHINE

A. In order to effectuate the staffing and efficient utilization of the Plasser Undercutter-Ballast Cleaner, three (3) positions shall be established to operate and maintain this machine. One position will be designated as an official's position. The other two positions shall be titled Operator-Mechanic and Assistant Operator-Mechanic and shall be within the scope of the Maintenance of Way Agreement. It is understood that one (1) Operator and one (1) Assistant Operator will be employed for each shift the machine is utilized and it is further understood that an official need not be present or on duty at all times when said machine is being used.

B (1) Individuals assigned to such positions shall establish seniority on a separate seniority roster for "Plasser Undercutter-Ballast Cleaner operators" which is hereby established.

(2) When and if additional positions of Operator-Mechanic or Assistant Operator Mechanic are established or when vacancies occur in existing positions, such positions shall be bulletined and filled on the basis of qualifications and seniority, degree of qualifications to be of first consideration. If all jobs on a shift are bulletined at the same time and no applications are received from individuals with Plasser Undercutter-Ballast Cleaner Machine seniority, the Carrier shall have the right to appoint the Operator Mechanic.

(3) The salary for the Operator-Mechanic shall be \$4395.69 per month and for the Assistant Operator Mechanic \$4250.21 per month, which salary covers the basic 40 hour per week production time plus pre-and-post-production period maintenance work.

(4) Overtime on a minute basis shall be allowed for time spent in production work in excess of the normal 40 hour work week except where rest days are being accumulated. The overtime rate for the Operator-Mechanic shall be \$32.97 per hour, for the Assistant Operator-Mechanic \$31.88 per hour.

C. It is understood that this machine shall operate on the entire former CNWT System and incumbents of Operator-Mechanic and Assistant Operator-Mechanic positions shall be required to move with the machine.

D. It is further understood that this machine may be contracted out to foreign line railroads and CNWT incumbents of Operator-Mechanic and Assistant Operator-Mechanic positions may be required to operate this machine on the foreign line railroad.

E. It is agreed that incumbents of Operator-Mechanic and Assistant Operator-Mechanic positions shall be allowed actual necessary expenses when operating this machine on either the C&NWT or foreign line properties for days on which such machines are tied up in excess of 30 miles from their homes.

F. When the machine is working at points where the employees cannot without difficulty return home each weekend the practice of permitting one employee to be off duty for three days on the weekend will be continued.

G. It is contemplated that incumbents of Operator-Mechanic and Assistant Operator-Mechanic positions may be required to perform service for seven consecutive days, 11 hours per day. When such service is performed, said incumbents will be allowed seven consecutive days off. Such seven-day assignments shall constitute 80 hours of work for vacation and Railroad Retirement Benefit purposes.

H. Although the straight time rate of pay is applicable during the regular 11 hour work period on each of the seven consecutive work days, the hourly rated employees in such service will receive 80 hours' pay for 77 hours of work performed during the seven day work period. Monthly rated employees in such service will continue to receive their respective monthly salaries. Also, all service outside of the regular 11 hour work period and all service performed on any of the seven consecutive rest days will be paid for at the overtime rate (pre and-post-production period maintenance work on Undercutter-Ballast Cleaner excepted).

I. Incumbents of these positions shall be subject to the travel allowance provisions of Rule 28.

RULE 11- TRAVELING CRAWLER/LOADER AND TRAVELING SEMI-CRANE MACHINES

A. In order to effectuate the staffing and efficient utilization of these machines, it is agreed that two (2) positions shall be established to operate and maintain these machines. The two positions shall be titled "Traveling Crawler/Loader Operator" and "Traveling Semi-Crane Operator" and shall be within the scope of the Maintenance of Way Agreement.

B. Individuals assigned to such positions shall establish seniority on System Machine Operators Roster. When and if additional positions of Operators are established or when vacancies occur in existing positions, such positions shall be bulletined and filled on the basis of qualifications and seniority, degree of qualifications to be of first consideration.

C. The salary for the operators shall be \$18.89 per hour.

D. The Job Duties shall be as follows:

Job Duties

Crawler/Loader Operator (Cat. 941 B Specialized)

Operate Crawler/Loader during all operations of line abandonment.

- a) Change any accessories
- b) Lift rail off right of way
- c) Load scrap, plow ties
- d) Smooth right of way
- e) Surface crossings
- f) Perform misc. duties
- g) Sled rail
- h) Maintain assigned equipment

Semi/Crane Operator (GMC 9500 Semi Specialized) Drive and operate crane specially mounted on Semi tractor:

- a) Transport equipment
- b) Load misc. material
- c) Operate crane
- d) Pick up and load rail
- e) Drive other smaller equipment
- f) Perform misc. duties
- g) Maintain assigned machinery on gang

E. It is understood that these machines shall operate on the entire former C&NWT System and incumbents of operators' positions shall be required to move with the machine.

F. It is agreed that incumbents of Operator positions shall be allowed actual necessary expenses when operating this machine on the former C&NWT properties for days on which such machines are tied up in excess of 30 miles from their home.

G. The Abandonment Crews may be worked four (4) ten (10) hour days in lieu of five (5) eight (8) hour days to allow safe traveling weekends for Operators when long distances from home.

H. Incumbents of operator positions may be required to perform service for seven consecutive days, 11 hours per day. When such service is performed, said incumbents will be allowed seven consecutive days off. Such seven day assignments shall constitute 80 hours of work for vacation and Railroad Retirement Benefit purposes. Also, all service outside of the regular 11 hour work period and all service performed on any of the seven consecutive rest days will be paid for at the overtime rate.

I. Incumbents of operator positions shall be subject to the travel allowance provisions of Rule 28.

RULE 12- FORCE REDUCTION

A. When positions are abolished the employees affected shall be given not less than five (5) working days notice in writing prior to the effective date of abolishment, with copy of same furnished to the General and Local Chairmen. Such notice shall include the name of the permanent assignee of the position at the time abolished and the name of the employee filling the position at the time abolished (if different).

B. An employee whose job is abolished or who is displaced is entitled to assistance from designated Carrier Office in determining where he can exercise his seniority.

C. No advance notice to employees before abolishing positions or making force reduction shall be required under emergency conditions, such as, flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph D below, provided such conditions result in suspension of the Company's operations in whole or in part. It is understood and agreed that such force reductions shall 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 worked any portion of the day under such conditions up to a total of four (4) hours, a minimum of four (4) hours shall be allowed; if worked in excess of four (4) hours, a minimum of eight (8) hours shall be allowed. All time under this Rule shall be at pro rata rate.

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

RULE 13 - DISPLACEMENT RIGHTS

Employees whose positions have been abolished or who have been displaced shall have the right to displace employees with less seniority providing they do so within fifteen (15) calendar days of the date their position was abolished or they were displaced. An employee who is absent on vacation, suspension or leave of absence when his job is abolished or he is displaced shall have the same rights to displace, provided such rights are exercised within fifteen (15) calendar days of his return to active service. Junior employees cannot be displaced during the course of a day's work.

NOTE 1: Employee displacing must physically displace an assigned position for at least one day.

NOTE 2: Days worked by employees filling temporary vacancies and unassigned positions that are not bulletined or are pending bulletin shall not extend the fifteen (15) calendar days period specified in the above paragraph.

NOTE 3: The fifteen calendar days referred to in this Rule are exclusive of any authorized vacation, suspension or authorized leave of absence days.

An employee who does not exercise displacement rights within fifteen (15) calendar days shall forfeit such displacement rights and shall thereafter be allowed to return to service only when vacancies occur, new positions are created or forces are increased. Except as otherwise provided, employees shall continue to accumulate seniority during the period they are furloughed.

NOTE: An employee in a higher class may, with the written concurrence of the designated Engineering Department officer and the General Chairman, relinquish his seniority in a higher class and revert to a lower class, in which case his seniority in the lower class is not affected.

RULE 14 - RECALL OF FORCES

A. Employees shall provide the Carrier and General Chairman in writing of any change in mailing address and telephone number. Employees shall be notified in seniority order as their services are needed for bulletined positions for which no applications are received and, when so notified, must return to service within ten (10) calendar days unless prevented by illness or excused by proper authority or forfeit their seniority. A letter or telegram, with copy to General Chairman, to the employee at his last address filed shall constitute proper notice.

A furloughed employee notified under this rule must return to service within the 10 calendar days set forth for jobs in his seniority zone or forfeit his seniority. If an employee is called back for a job outside of his seniority zone and declines to return he shall not lose his seniority but shall forfeit the right to return on basis of seniority; that is, thereafter shall be recalled to service only for bulletined positions for which no applications are received in his seniority zone. A furloughed employee however retains the right to bid for bulletined positions anywhere in his seniority district.

Furloughed employees shall be notified in seniority order as their services are needed for bulletined positions for which no applications are received or assignments made in accordance with Rule 16 A in the following sequence:

- First - In the applicable zone
- Second - In the applicable seniority district

B. 1. All employees who established seniority prior to October 17, 1986, will have their seniority lapse at the end of forty-eight (48) months, if not sooner returned to service.

2. The seniority of any employee whose seniority is established after October 17, 1986 and who is furloughed for 365 consecutive days shall be terminated if such employee has less than three (3) years of seniority. The 365 consecutive days shall exclude any period during which a furloughed employee receives compensation pursuant to an S.T.B. employee protective order or an employee protection agreement or arrangement.

3. Subject to the Company's legal obligations, when hiring maintenance of way employees, the Carrier shall give preference to maintenance of way employees who have been furloughed and who apply for employment during such period of furlough and prior to termination of seniority, provided that such employees are able to meet the physical and other re-employment requirements of the Company.

C. The Company shall have the right to use furloughed employees to perform extra work, and relief work on regular positions during the absence of regular occupants. This provision is not intended to supersede rules or practices that permit employees to place themselves on vacancies or preferred positions in their seniority

districts. It is understood that the furloughed employee shall be used, if the vacancy is filled, on the last position that is to be filled.

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

D. Furloughed employees shall be called in seniority order for extra and relief work. First in the applicable zone and second in the applicable seniority district. Furloughed employees, for purposes of this rule, do not include employees holding displacement rights; however, this shall not preclude such an employee from exercising seniority over junior employees performing extra work and such exercise of seniority shall not extend or otherwise affect any displacement rights held. Junior employees cannot be displaced during the course of a day's work.

RULE 15 - ASSIGNMENTS-PROMOTIONS

Promotion is an advancement from a lower classification to a higher classification within a subdepartment.

Assignments and promotions shall be based on seniority, fitness and ability. Fitness and ability being sufficient, seniority shall prevail.

Employees are entitled to promotion to positions coming within the scope of this Agreement in the Seniority District and Subdepartment in which they hold seniority.

Employees declining promotion shall not lose their seniority in the class in which employed or in lower classes.

Employees accepting promotion and failing to qualify within sixty (60) calendar days, shall return to their former positions. In the event their former position has been filled, the employee filling the position shall return to his former position.

RULE 16 - BULLETINING NEW POSITIONS AND VACANCIES

A. All new or vacant positions of a class coming within the scope of this Agreement, known to be of thirty (30) calendar or more days duration, shall be bulletined for a period of seven (7) calendar days and assigned within three (3) calendar days subsequent to termination of the bulletin.

Positions shall be bulletined in one of the three following manners:

1. Temporary - positions established for more than 30 calendar days but less than 90 days, which are not seasonal in nature.
2. Seasonal - positions that are established to work only during the summer or the winter season. Approximate duration shall be shown.
3. Permanent - in all other cases positions shall be bulletined as permanent.

Employees assigned to positions on bulletins must take position to which assigned within ten (10) calendar days, unless prevented from doing so by illness, leave of absence or other good and sufficient reason, or they shall forfeit rights to that position. Employees shall be released and permitted to move to the new assignment on the following Monday or as soon as provisions can be made for the employee's release, but in no event shall such employee be held on the former position for more than ten (10) calendar days from the effective date of the assignment. Employees failing to comply with these provisions shall be considered furloughed.

Positions are to be bulletined in advance of creation of new position or of anticipated vacancy, where possible. Where not possible to pre-bulletin such positions, bulletin shall be promptly issued when vacancy occurs and, pending assignment, position may be filled under paragraph B hereof. Where it is anticipated a large number of new positions are to be placed into service (such as the start up of seasonal production gangs), it is permissible to pre-bulletin such positions up to two (2) weeks in advance of the normal bulletin date (as prescribed in section G of this rule). The electronic bulletins shall specify that the positions are being pre-bulletined and shall specify the start-up date of the new positions.

B. Vacancies of less than thirty (30) calendar days duration may be filled without bulletining by the senior qualified employees in the district and group making request in writing, consistent with operational requirements.

Vacancies of less than thirty (30) calendar days in machine operator positions shall be filled first by employees holding seniority as Machine Operators but not working as such. If there are no such employees holding seniority as Machine Operators, consideration shall then be given to Track/B&B Department employees who have on file written request with designated Carrier Officer for such consideration, prior

to assignment of others. No seniority shall be established for employees filling these positions on this basis.

C. Positions covered by paragraph B hereof, if extended beyond thirty (30) days shall be bulletined when it becomes evident they shall extend beyond thirty (30) days. Positions bulletined as temporary or seasonal, which become permanent, shall be rebulletined.

D. All advertisement, assignment, correction, and cancellation bulletins shall be issued via an electronic system utilizing toll free telephone numbers provided at the expense of the Carrier. The toll free telephone numbers shall be established to accept calls from the states of Illinois, Iowa, Michigan, Minnesota, Missouri, Nebraska, South Dakota, Wisconsin, and Wyoming. A separate telephone number (not toll free) shall be established for use from other locations.

E. Electronic Bulletins shall describe the position(s) advertised by crew number, location number, and expected duration. The Electronic Bulletins shall also note any deviation to the standard crew consist, rest days, hours of assignments, etc. as outlined in the General Notice. The Electronic Bulletin further shall designate the zone location of the position where the vacancy existed on the advertisement date. Hard copies of advertisement, assignment, correction, and cancellation notices shall be posted at the assembly points of the gangs in the sub-department of employees entitled to consideration in filling positions. However, the Carrier is relieved from the obligation of mailing furloughed employees bulletins.

A written outline of all advertisement, assignment, correction and cancellation bulletins shall be promptly issued to the General Chairman and other brotherhood officers designated by him. In the event an advertised vacancy is canceled before an assignment is made, a cancellation bulletin shall be issued.

F. When more than one vacancy exists and are bulletined, employees shall have the right to bid on all, stating preference.

G. Employees, whether furloughed or actively employed desiring bulletined positions, shall submit their application through the electronic audio system during the advertisement period, which shall be open continuously effective at 3:00 P.M. Central Time each Thursday, and closing at 9:00 A.M. Central Time on the following Tuesday. Once the advertisement period has closed, employees shall not be allowed to withdraw their applications. Assignment shall be issued through the electronic recording system no later than 9:00 A.M. Central Time on the following Friday. Assignments shall be effective at 9:00 A.M. on that Friday. Assignment information shall be available through the electronic recording system until 7:00 A.M. Central Time on the following Tuesday.

H. An employee who is absent from service for vacation purposes during the last five days a position is bulletined, or on leave of absence, and is not accordingly afforded an opportunity to make application for the position shall be permitted to displace the successful applicant provided he is senior and has the qualifications

therefor. Such exercise of seniority must be done within (5) working days upon reporting for work (this includes employees absent account of disciplinary suspension).

I. An employee having exercised seniority in a lower class shall retain and accumulate seniority in such higher class or classes provided positions in the higher class or classes when bulletined as permanent or seasonal (excluding positions bulletined as temporary) in his home zone are filled by qualified applicants. (Qualified applicants are employees retaining seniority in the class or classes or those employees who have qualified on Carrier's promotion examination when agreed upon.) The seniority of an employee, moving to or from a supplemental roster, is not affected by such moves.

When no applications are received from a qualified employee, the three (3) senior active employees holding seniority in that class from that zone, but assigned to a lower class, shall be notified in writing of the "No Bids Received" vacancy and shall have five (5) working days from the date of receiving notice in which to advise the Carrier of his acceptance or rejection of the position and must take the position assigned to no later than the second Monday after notification unless prevented from doing so by illness, leave of absence or other good and sufficient reason. Employees, in seniority order, either rejecting or failing to respond within the five (5) working days shall forfeit their seniority in such class and higher classes.

J. Assignments to new or vacant positions shall be as follows: by assigning the senior qualified applicant of the class in which the vacancy occurs as defined in Rule 7. An employee vacating a position shall not be eligible for assignment to the vacancy created thereby unless there are no other applicants or the position has been filled and is again vacated.

If no such qualified applications are received, then the position shall be filled by assigning the senior qualified applicant of the next lower class, successively, until vacancy is filled.

NOTE: For bulletining Machine Operator positions see Rules 7, 8, 9 10 and 11.

NOTE: Since the rate of pay for foremen of gangs of 18 or more exceeds the rate of pay established for Track Supervisors the provisions of Rule 16 I are waived to the extent that Track Supervisors will not forfeit their seniority as Track Supervisors when awarded positions of foremen on gangs of 18 or more.

RULE 17 - CONCURRENT SENIORITY

A. Men employed as or promoted to B&B Foremen, Assistant B&B Foremen, Truck Drivers, or B&B Carpenters shall be given a concurrent seniority date in all lower classes in the B&B Subdepartment, in accordance with the classes set forth in Rule 7.

B. Men employed as or promoted to Track Supervisors, Track Foremen, Assistant Foremen, or Truck Drivers in the Track Subdepartment shall be given a concurrent seniority date in all lower classes in the Track Subdepartment, in accordance with the classes set forth in Rule 7.

C. All employees holding seniority under this Agreement shall be shown on either the basic B&B roster or basic Track roster with appropriate seniority dates. For the supplemental rosters which include higher classes, the same principle as set forth in sections A and B of this Rule 17 shall apply; i.e., employees shall be given a concurrent seniority date in all lower classes covered by the supplemental roster involved. Employees hired for machines that are utilized in both the Track and B&B Subdepartments shall be required to designate whether they desire their seniority on the basic Track or basic B&B roster.

RULE 18 - SENIORITY ROSTERS

A. Seniority rosters of all employees in each seniority district, showing name, employee number, social security number, title (occupation), location and proper dating shall be posted in places accessible to all employees affected.

B. Rosters shall be revised and posted as of March 1 of each year, and copies thereof shall be furnished the General Chairman and other Brotherhood Officers designated by the General Chairman.

C. Such rosters shall be open to protest to the designated Engineering Department Officer for a period of ninety (90) calendar days from the date of posting.

D. Errors in dating of employees whose names appear on roster for the first time, or errors in carrying forward from previous roster shall be corrected on presentation of proof. Errors not protested within the ninety-day period herein specified cannot thereafter be changed.

E. Employees carried on seniority rosters who are not in active service shall be designated by codes as follows:

- * Retains Seniority Under Rule 13 &14
- # Retains Seniority Under Rule 72
- ** Retains Seniority Under Rule 54
- ## Retains Seniority Under Rule 55
- % Retains Seniority Under Special Conditions-Explain

Another column shall be placed on the seniority roster that shall show the applicable seniority zone or zones for each employee. Each employee shall be identified as to zone or zones on the seniority roster. This can be changed by the employee notifying the designated Carrier Officer, with copy to the General Chairman, to change his seniority zone within the seniority district in accordance with Rule 5. Thereafter the changed zone shall govern unless an employee petitions for a further change.

RULE 19 - DISCIPLINE

A. Any employee who has been in service in excess of sixty (60) calendar days shall not be disciplined nor dismissed without a fair and impartial hearing. He may, however, be held out of service pending such hearing. At the hearing, the employee may be assisted by an employee of his choice or a duly accredited representative or representatives of the Brotherhood. The hearing shall be held within ten (10) calendar days of the alleged offense or within ten (10) calendar days of the date the Carrier has knowledge of the occurrence to be investigated. Decision shall be rendered within ten (10) calendar days after completion of hearing. Prior to the hearing the employee shall be notified in writing of the precise charge against him, with copy to the General Chairman, after which he shall be allowed reasonable time for the purpose of having witnesses and representative of his choice present at the hearing. Two working days shall, under ordinary circumstances, be considered reasonable time. The investigation shall be postponed for good and sufficient reasons on request of either party.

B. When discipline is administered, copy of the discipline notice and the transcript shall be furnished the employee and the General Chairman. Transcripts shall be issued to the General Chairman at the time the discipline notices are issued to the employee, that is, within 10 days of the hearing.

C. An employee dissatisfied with a decision shall have the right to appeal in succession up to and including the highest officer designated by the Company to handle such cases. The right of the employee to be assisted by duly accredited representative of the employee is recognized.

D. If the charge against the employee is not sustained it shall be stricken from the record. If the employee has been removed from position held, reinstatement shall be made with all rights unimpaired and payment allowed for the assigned working hours actually lost while out of service of the Company, at not less than the rate of pay of position formerly held, less earnings in outside employment, or for the difference in rate of pay earned, if in the service. An employee who has earnings from outside employment may deduct from those earnings actual necessary expenses in securing and performing work.

E. An employee notified by the Company to appear as witness at a hearing shall be compensated at his applicable rate of pay for all time missed from his assignment, and at the rate of time and one-half on a minute basis for all time held continuous with his regular assignment. Time shall be considered continuous where the interval of release between completion of assignment and time required to report for hearing is less than one hour. Where required to appear as witness at a hearing at times other than as specified above and on other than rest days, the employee shall be compensated on a minute basis from time ordered to report until released at time and one-half rate, with a minimum of two hours. If used as such on a rest day, the employee shall be allowed a minimum of four hours at time and one-half rate. If the employee is required to travel to another point, the applicable travel time rules shall apply, and he shall be allowed necessary actual expenses.

F. Rule 21, Time Limit on Claims, shall apply to claims under this rule.

RULE 20 - GRIEVANCES

Should an employee feel he has been unjustly dealt with in other than discipline matters, he may make written protest to the designated Carrier Officer, with copy to the General Chairman. If a hearing is requested to develop the facts, same shall be granted within fifteen (15) calendar days and written decision rendered within ten (10) calendar days. If the employee is dissatisfied with the decision same may be progressed in accordance with Rule 21 - Time Limit on Claims.

If protest is sustained and compensatory features are involved, proper adjustment shall be made.

RULE 21 - TIME LIMIT ON CLAIMS

All claims or grievances shall be handled as follows:

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

B. If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the Company 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 state of the handling of a claim or grievance on the property, extend the sixty (60) day period for either a decision or appeal, up to and including the highest officer of the Company designated for that purpose.

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

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

E. This Rule recognizes the right of representatives of the Brotherhood to file and prosecute claims and grievances for and on behalf of the employees they represent.

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

G. This Rule shall not apply to requests for leniency.

RULE 22 - DAY'S WORK

Except as otherwise provided in these Rules, eight (8) consecutive hours, exclusive of meal period, shall constitute a day's work.

RULE 23 - WORK WEEK

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

A. General - Subject to the exceptions contained in this Rule there is hereby established a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with operational requirements; so far as practicable the days off shall be Saturday and Sunday. The work week rules are subject to the following provisions:

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

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

D. Seven-day positions - Where the nature of the work is such that employees shall be needed seven days each week, any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

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

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

F. Deviation from Monday-Friday week - If, in positions and work extending over a period of five days per week, an operational problem arises which the Company contends cannot be met under provisions of paragraph B hereof and requires that some of such 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 Company nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim.

NOTE: The following statement of principles shall be used as a guide in the future application of Rule 23 F:

1. There is no absolute right to make work assignments from Tuesday to Saturday on any positions the duties of which can be reasonably be met in five days as specified in paragraph B of this rule. Paragraph B governs such assignments.
2. Paragraph F, however, permits exceptions to paragraph B under certain conditions.
3. The first condition is that there must be an operational problem that cannot be met under the provisions of paragraph B.
4. The second condition is that the operational problem “requires that some of such employees work Tuesday to Saturday instead of Monday to Friday.”
5. Another condition is that the operational problem and the necessary number of Tuesday to Saturday assignments to meet it must be explained to the duly accredited representative of the employees and an effort made to reach agreement.
6. If the parties fail to agree, the management may then put into effect the assignment it deems necessary to meet the operational problem, but it does so at its risk, because paragraph F gives the employees the right to process as a grievance or claim their contention that the assignment itself is improper.

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 section E of this Rule.
2. Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this Agreement.
3. Efforts shall be made to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
4. Other suitable or practicable plans that may be suggested by either party 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 that 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 to 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 there is a disagreement over the necessity of splitting the rest days on any assignments, the Company may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under provisions of applicable rules, and in such proceedings the burden shall be on the Company to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five days per week.

H. Rest days of extra or furloughed employees - To the extent extra or furloughed men may be utilized, their days off need not be consecutive; however, if they take the assignment of a regular employee they shall 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 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. Weekly overtime - Work in excess of 40 straight-time hours in any work week shall be paid for at one and one-half times the basic straight-time rate except where such work is performed by an 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 paragraph G of this Rule.

Employees worked more than five days in a work week shall be paid one and one-half times the basic straight-time rate for work on the sixth and seventh days of their work weeks, except where such work is performed by an 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 paragraph G of this Rule.

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

K. Service on rest days - Service rendered by employees on rest days shall be paid for under call rules unless relieving an employee assigned to such day in which case they shall be paid under existing rest days rules. Regular assigned rest days shall not be changed except after two days' advance notice to the employee.

L. Work on unassigned days - Where work is required to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employee who shall otherwise not have 40 hours of work that week; in all other cases by the regular employee.

M. Weekend trips - When, in the judgment of the Company, conditions permit and, when the majority of the employees in the gang, including foreman, elect to make weekend trips home, the time lost during regular working hours may be made up outside of regular hours of assignment at pro rata rate.

When a gang is held for emergency, all time in excess of the regularly assigned hours in that work week shall be paid for at overtime rates.

When the majority of the employees in the gang decide to work throughout a holiday instead of taking the day off in order that they may have an additional day at home over the weekend, and the Company approves, they shall be allowed to do so and the time paid for on this holiday shall be at pro rata rate and Rule 61 shall not then apply. When such a gang has worked throughout a holiday at pro rata rate and is held over for an emergency, all time in excess of 32 hours in the work week, in which the holiday occurs shall be paid for at overtime rate.

N. Days Credited - Where an employee's assigned work week is less than 5 days for which 40 hours pay is allowed, he shall for vacation qualifying purposes be credited for five working days for each week. If absent one or more days (but less than the full work week) the 5 days credited shall be reduced one day for each day absent.

O. Alternate Work Weeks – Rail, Tie, and Ballast Crews Established under Rule 47 or 49 – Work weeks may be established consisting of five (5) eight (8) - hour days followed by two (2) consecutive rest days or four (4), ten-(10) hour days followed by three (3) consecutive rest days. The rest days of the work weeks shall include either Saturday or Sunday. However, where there is no Carrier need for weekend work, these crews shall be given both weekend days as rest days.

P. Disputes - Where the Organization disputes the necessity of the Carrier to (1) deviate from Monday – Friday work week as provided in Section F, (2) establish nonconsecutive rest days as provided in Section G, or (3) assign Saturday or Sunday as a workday as provided in Section O, such dispute may be processed as a grievance or claim in accordance with the agreed upon expedited procedure.

RULE 24 - STARTING TIME

A. The starting time of the work period for regularly assigned service (except as provided in Section B) shall not be earlier than 6:00 A.M. and not later than 8:00 A.M., except the starting time may be otherwise arranged by agreement between representatives of the Organization and the Management based on actual service requirements. The starting time shall not be changed for the purpose of taking care of temporary conditions of twelve (12) days or less, nor shall it be changed without first giving employees affected thirty-six (36) hours' notice of such change.

1. Where a single shift is employed, the starting time of such shift shall be not earlier than 6:00 A.M. and not later than 8:00 A.M.
2. Where two shifts are employed, the starting time of the first shift shall be governed by paragraph 1 of this Rule, and the second shift shall start not later than 8:00 P.M.

NOTE: The provisions of paragraphs 1 and 2 of this Rule may be waived by agreement between the appropriate Engineering Department officer and the General Chairman.

3. Where three shifts are employed in continuous service, the starting time of the first shift shall be governed by paragraph 1 of this rule. The spread of each shift shall be eight consecutive hours, including an allowance of twenty minutes for lunch.

B. The starting times for rail, tie and ballast gangs shall be between 5:00 A.M. and 10:00 A.M. and shall not be changed without one working day notice. Other BMW forces assigned to work directly with rail, tie or ballast gangs may be assigned starting times in accordance with this Section B. Changes in starting times shall take effect on the first day of the work week. If a crew's starting or quitting time is such that a convenient restaurant is not open, it shall be the responsibility of the Carrier to provide a meal to those employees at the work site or other place appropriate, convenient and safe to the employees.

C. If an operational problem arises which the Company contends cannot be met under provisions of Sections A and B hereof, and the employees contend to the contrary, and if the parties fail to agree thereon, then the Company may nevertheless put such assignment into effect and, the dispute may be processed as a grievance or claim in accordance with the agreed upon expedited procedures. It is understood that no assignment shall have a starting time between midnight and 5:00 A.M.

RULE 25 - BEGINNING AND ENDING OF DAY

Time of employees shall start and end at designated assembling point. Designated assembling or starting point shall be interpreted as follows:

A. Employees in terminals or fixed headquarters shall have one designated assembly point (tool house) where they shall start and end their day's work. When such employees are required to work away from their headquarters for one or more days, their assembly point shall be at the lodging facility.

B. For employees under the provisions of Rules 47 or 49, the assembly point shall be a location designated by the appropriate supervisor by the end of the previous day. If that point is in excess of thirty (30) highway miles from suitable, available lodging, then travel time and mileage to and from such lodging shall be allowed. The assembly point shall be accessible by automobile and have adequate off-highway parking.

The adequate off-highway parking site must be of sufficient size to accommodate all the required number of vehicles completely off the highway, and the parking area and the access to the parking area should not subject employees' vehicles to unreasonable risks of damage due to road or parking area conditions or to theft or of loss by other means or of becoming immobilized as the result of the road or parking surfaces. The Carrier is required to ensure, within the realm of reasonableness, that the employee's vehicle is not subjected to conditions which would damage the vehicle or subject the employee to personal risk.

GUIDELINES FOR WORK SITE REPORTING UNDER RULE 25 A and B

At what specific locations would paid time commence and end in each of the following circumstances:

Under Rule 25 A:

1. Employees who begin their tour of duty at their regular terminal or fixed headquarters and who are required to remain away therefrom one or more days (nights).

ANSWER: Paid time shall begin at the regular terminal or fixed headquarters and end at the lodging facility on the first day. On succeeding days, paid time shall begin and end at the lodging facility, except on the day they return, paid time shall begin at the lodging facility and end at their regular terminal or fixed headquarters.

Under Rule 25 B:

2. A Carrier designated lodging facility has adequate off highway parking and has been designated as the assembly point. Employees park at the

Carrier designated lodging facility and are transported by Carrier to and from the work site.

ANSWER: Paid time starts and ends at the lodging facility (assembly point).

3. The work site has adequate off highway parking and, therefore, can be properly designated as an assembly point. Employees drive their personal vehicles to and from the Carrier designated lodging facility and the designated assembly point.

ANSWER: Paid time starts and ends at the work site (assembly point), if 30 highway miles or less. If the work site is over 30 highway miles, travel time and mileage to and from such lodging facility shall be allowed.

4. The work site does not have adequate off highway parking and, therefore, cannot be properly designated as an assembly point. Carrier designates a location having adequate off highway parking at the assembly point. Employees drive their personal vehicles between the Carrier designated lodging facility and the designated assembly point. Employees park at the designated assembly point and are transported by the Carrier to and from the work site.

ANSWER: Paid time starts and ends at the assembly point if 30 highway miles or less from the lodging facility. If the assembly point is over 30 highway miles, travel time and mileage to and from such lodging facility shall be allowed.

RULE 26 - CONTINUOUS ASSIGNMENTS

For regular operations requiring continuous hours, eight consecutive hours without a meal period may be assigned as constituting a day's work, in which case twenty minutes shall be allowed in which to eat, without deduction of pay, when the nature of the work permits.

RULE 27 - HOURS PAID FOR

A. Except as provided in Rule 23 M and Rule 30 regularly established daily working hours shall not be reduced below eight hours per day, five days per week, to avoid making force reductions except that the number of days may be reduced in a week in which holidays occur by the number of such holidays.

B. When less than eight hours are worked for convenience of employees, only actual hours worked or held on duty shall be paid for.

RULE 28 – TRAVEL ALLOWANCE

A. (1) At the beginning of the work season employees are required to travel from their homes to the initial reporting location, and at the end of the season they will return home. This location could be hundreds of miles from their residences. During the work season the Carriers' service may place them hundreds of miles away from home at the end of each work week. Accordingly, the Carriers will pay each employee a minimum travel allowance as follows for all miles actually traveled by the most direct highway route for each round trip:

0 to 100 miles	\$ 0.00
101 to 200 miles	\$25.00
201 to 300 miles	\$50.00
301 to 400 miles	\$75.00
401 to 500 miles	\$100.00

Additional \$25.00 payments for each 100 mile increments.

(2) At the start up and break up of a gang, an allowance will be paid after 50 miles, with a payment of \$12.50 for the mileage between 51 and 100 miles.

(3) Carriers may provide bus transportation for employees to their home area on weekends. Employees need not elect this option

(4) For purposes of this section, an employee's Home Station (as defined below) shall be used in lieu of his residence if the employee's residence is located outside of the Carrier's system (i.e., in a state (or location outside the continental United States) that does not contain a line of road directly operated and maintained by the Carrier), except where his residence is closer to the work location than his home station. Home Station for this purpose shall mean a station, town, or city listed in the Carrier's timetable that is located nearest to the employee's residence. (See Appendix "16")

B. For employees required to work over 400 miles from their residences the Carrier shall provide, and these employees shall have the option of electing, an air travel transportation package to enable these employees to return to their families once every three weeks.

Ground transportation from the work site to the away from home airport shall be provided by each Carrier, and on the return trip the Carrier shall provide ground transportation from the away from home airport to the lodging site. In dealing with programmed work, the employees and Carrier may know how long the employees will be required to work beyond the 400 mile range, and the employer can require the employees to give advanced notice of their intention to elect the air transportation option so that the Carrier may take advantage of discounted air fares. Employees must make themselves available for work on at least ninety percent of the regularly scheduled work days during the three week period. And, they will not qualify for the travel allowance set forth in Section 1 during the three week period. Irrespective of the customary meal and lodging entitlement that employees have under their local agreements, when employees elect the air transportation option, they shall be entitled to meals and lodging during the two away-from-home weekends in the three-week cycle and they shall not be entitled to meals and lodging during the third weekend upon which they return home by air transportation.

C. Nothing herein shall be construed to bar the parties from reaching mutual agreement on alternative arrangements.

RULE 29 - AUTHORITY FOR OVERTIME

No overtime shall be worked without authority of a superior officer except in case of emergency where advance authority is not obtainable.

RULE 30 - OVERTIME

Time worked continuous with and following a regular eight-hour period shall be computed on the actual minute basis and paid for at time and one-half rate, with double time on actual minute basis after sixteen hours of work in any twenty-four hour period computed from starting time of employees' regular shift or after sixteen (16) continuous hours of service.

Employees shall be compensated as if on continuous duty in all cases where the interval of release from duty does not exceed one (1) hour.

Employees who under the application of this Rule are being paid double time at the beginning of their regularly assigned work period and continue working shall continue to be paid on the minute basis for actual time worked at double time rate until relieved from duty for at least ten hours. This release is without obligation to compensate such employees to the expiration of assigned hours on such date.

In the application of this Rule to new employees temporarily brought into the service in emergencies, the starting time of such employees shall be considered as of the time they commence work or are required to report.

Example: An employee is regularly assigned 7:00 A.M. to 12:00 Noon and 1:00 P.M. to 4:00 P.M., and performs service as follows:

Begins service at 7:00 A.M. the first day and remains in service until released from service at 7:00 A.M. the second day, for 10 hours rest.

1st day - 7:00 A.M. to 12:00 Noon 1:00 P.M. to 4:00 P.M. - 8 hours straight time.

1st day - 4:00 P.M. to 12:00 M.N. - 8 hours time and one-half rate.

1st day - 12:00 M.N. to 7:00 A.M. - 7 hours double time rate.

2nd day - 7:00 A.M. double time until released for ten (10) hours rest.

RULE 31 - CALLS

A. Employees called to perform work not continuous with regular work period shall be allowed a minimum of two hours and forty minutes at rate and one-half, and if held on duty in excess of two hours and forty minutes shall be compensated on a minute basis for all time worked. When necessary to call employees under this rule, the senior available employees in the gang shall be called.

B. Double time compensation shall be allowed on actual minute basis after sixteen (16) hours of work in any twenty-four (24) hour period, computed from the starting time of employees' regular shift, or after sixteen (16) continuous hours of service.

EXAMPLE 1:

An employee called at 4:00 A.M. Saturday and working through to 6:00 P.M. Sunday:

4:00 A.M. Saturday to 12:00 Noon Saturday8 hrs. time and one-half rate
12:00 Noon Saturday to 8:00 P.M. Saturday8 hrs. time and one-half rate
8:00 P.M. Saturday to 4:00 A.M. Sunday8 hrs. double time rate
4:00 A.M. Sunday to 12:00 Noon Sunday.....8 hrs. double time rate
12:00 Noon Sunday to 6:00 P.M. Sunday.....6 hrs. double time rate

EXAMPLE 2:

Called at 11:00 A.M. Saturday and working through 12:30 P.M. Monday:

1st Day

11:00 A.M. to 7:00 P.M8 hrs. time and one-half rate
7:00 P.M. to 3:00 A.M. Sunday8 hrs. time and one-half rate
3:00 A.M to 11:00 A.M8 hrs. double time rate

2nd Day

11:00 A.M. to 7:00 P.M8 hrs. double time rate
7:00 P.M. to 3:00 A.M. Monday8 hrs. double time rate
3:00 A.M. to 7:00 A.M4 hrs. double time rate

3rd Day

7:00 A.M. Monday to 12:30 P.M5-1/2 hrs. double time rate
(Request of Carrier)
12:31 P.M. Released for ten (10) hours rest.

C. The time of an employee who is notified prior to release from duty to report for work shall begin at the time required to report and end when released at designated headquarters.

An employee called after release from duty shall be allowed up to one hour to report at the employee's headquarters and shall end at the time he returns to designated headquarters.

EXAMPLE:

Employee is called at 8:00 P.M. for immediate service and reports at his headquarters at 8:45 P.M. This employee's time would start at 8:00 P.M.

Employee is called at 8:00 P.M. for immediate service and reports at headquarters at 9:30 P.M. This employ's time would start at 8:30 P.M.

Employee is called at 8:00 P.M. for service at 2:00 A.M. and reports at headquarters at designated time. This employee's time would start at 1:00 A.M.

D. Employees laid off in force reduction and retaining seniority when called back temporarily for special services shall be compensated as follows:

1. When working the full hours of assignment of the gang with which employed shall be paid eight hours at pro rata rate.
2. When called for irregular or part time service outside of gang regular work period, shall be paid as per paragraph A of this Rule.

RULE 32 - SUPERVISORY EMPLOYEES

Monthly rated supervisory employees shall not be additionally compensated for making out necessary reports as a consequence of their position or title. Otherwise, such employees shall be entitled to compensation under applicable rules for work outside regularly assigned hours.

RULE 33 - ABSORBING OVERTIME

Employees shall 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 by him; nor shall he be requested to suspend work and pay during his tour of duty to absorb overtime expected to be worked in the future.

The provisions of this Rule do not supersede the provisions of other rules which permit releasing employees during assigned hours under certain circumstances.

RULE 34 - SERVICE IN ADVANCE OF REGULAR ASSIGNMENT

Employees required to report in advance of regular starting time for work continuous with regular assignment shall be compensated at rate and one-half for such advance time, with minimum of one hour. (See Rules 47 E and 49 G for exceptions.)

RULE 35 - REPORTING AND NOT USED

Except as provided in Rule 12 C, hourly rated employees required to report at the usual scheduled time and place for the day's work, and when conditions prevent such work being performed, shall be allowed a minimum of four (4) hours; if held on duty over four (4) hours, actual time so held shall be paid for.

RULE 36 - SPECIAL SERVICE

Where special work is performed outside of regular work period and extra compensation agreed upon, overtime shall not apply.

RULE 37- EQUAL APPLICATION

The pay of female employees for the same class of work shall be the same as that of men, and their working conditions must be healthful and fitted to their needs.

The provisions of collective bargaining agreements shall be applied to all employees covered by said agreement without regard to race, creed, color, age, sex, national origin, or physical handicap except in those cases where a bona fide occupational qualification exists.

The masculine terminology included in such labor contracts is for the purpose of convenience only and does not designate a sex preference.

RULE 38 - COMPOSITE SERVICE

An employee working one hour or more on higher rated work shall receive the higher rate for the actual time worked. If used four hours or more for such higher rated work on any day, shall be allowed the higher rate of pay for the entire day. When temporarily assigned to a lower rated position his rate of pay shall not be reduced.

An employee coming within the scope of this Agreement required to and performing work during the whole or a part of his daily assignment coming within the scope of other working agreements, carrying a higher rate of pay shall be allowed actual time worked at the higher rate of compensation, with a minimum allowance of one hour.

RULE 39 - PAYMENT BY TIME TICKET

Employees leaving the service of the Company shall be promptly furnished vouchers covering all time due.

Where there is a shortage equal to one day's pay or more in the pay of an employee, a voucher shall be issued to cover the shortage, within two (2) working days.

Consideration shall be given employees with respect to their paychecks being cashed when necessary by reason of their location.

RULE 40 - ATTENDING COURT, INQUEST, ETC.

Employees taken away from their regularly assigned duties at the request of the management to attend court or to appear as witnesses for the Railroad shall be furnished transportation and shall be allowed compensation equal to what would have been earned had such interruption not taken place and, in addition, necessary actual expenses while away from headquarters. Any fees or mileage accruing shall be assigned to the Railroad.

If used in such service on rest day or holiday, employee shall be allowed eight hours at time and one-half rate.

RULE 41 - TRAVEL TIME-MILEAGE-EXTRA AND RELIEF EMPLOYEES

For extra and relief employees, the following shall govern:

A. The Company 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 Company 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 employees are unable to return to their headquarters point on any day they shall be reimbursed for the actual reasonable cost of meals and lodging away from their headquarters point not in excess of \$ 48.00 (7/1/02 = \$52.00, 1/1/05 = \$57.00) per day.

C. An employee in such service shall be furnished with free transportation by the 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 shall be reimbursed for the cost of rail fare if he travels on other rail lines, or the cost of other public transportation used in making the trip; or if he has an automobile which he is willing to use and the Company authorizes him to use said automobile, he shall be paid prevailing automobile mileage rate 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 employees' 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.

RULE 42 - TRAVEL

Except as provide in Rules 41 and 47, employees who are required by direction of the Company to leave their home station shall be allowed actual time for traveling or waiting during regular working hours. All hours worked shall be paid for in accordance with practice at home station. Travel or waiting time during the recognized overtime hours at home station shall be paid for at the pro rata rate. If, during the time on the road, a man is relieved from duty and is permitted to go to bed for five hours or more such relief time shall not be paid for, provided that in no case shall he be paid for a total of less than eight hours each calendar day, when such irregular service prevents the employee from making his regular daily hours at home station.

RULE 43 - PRIVATE AUTOMOBILES, USE OF

Employees willing to and authorized by the Company to use their private automobiles in the performance of their duties for the Company shall be compensated therefore at the prevailing Carrier mileage rate.

RULE 44 - INCAPACITATED EMPLOYEES

Incumbents of positions of Track, Bridge, Highway Crossing Watchmen and Flagmen positions, which do not require manual labor, who have become incapacitated in the service shall not be displaced by a senior employee in possession of displacement rights unless such senior employee would otherwise be furloughed account seniority insufficient to permit him to continue in service.

RULE 45 - MEAL PERIOD

A. A meal period of not less than thirty (30) minutes or more than one (1) hour shall be designated by bulletin and allowed between the ending of the fourth hour and the beginning of the seventh hour after the start of the assignment, except that employees regularly assigned to work eight (8) continuous hours shall be allowed twenty (20) minutes for lunch without deduction in pay between the ending of the fourth hour and the beginning of the seventh hour after the start of the assignment. Such meal period shall not be changed except by giving employees affected thirty-six (36) hours advance notice.

The assigned meal period shall be flexible to the extent of thirty (30) minutes either prior or subsequent to designated time when necessary to clear trains.

B. If a meal period is not afforded at the designated time and all or any portion thereof is worked, the meal period shall be paid for at time and one-half rate and twenty (20) minutes, with pay, in which to eat shall be afforded at the first opportunity.

C. The Company shall arrange to feed men assigned to work at washouts, wrecks and/or emergencies as nearly as practicable once each six (6) hours without expense to the employees or deduction in pay. Meal periods thus afforded shall not terminate continuity of service.

D. When employees represented by the BMW are called out and report for work three (3) hours or more prior to their normal duty time, they shall be given time for a meal within one (1) hour and thirty (30) minutes of the normal starting time without breaking the continuity of service and without expense to the employees.

RULE 46 - MEALS AND LODGING

Employees shall be reimbursed for actual necessary expenses for the cost of meals and lodging incurred while away from their regular outfits or regular headquarters by direction of management as follows:

A. Employees held away from their outfit or headquarters two hours beyond normal quitting time shall be reimbursed for actual necessary expense incurred for the evening meal.

As a matter of practice, in certain situations, when a BMW employee is required to work two hours or more after his regular quitting time and is subsequently relieved without being released while under pay for a meal period, the employee may claim an evening meal expense payment of \$7.00. In such circumstances, it is recognized that no greater expense is appropriate and no receipt for the expense is required.

B. Employees who begin and end their daily tour of duty at their regular outfit or headquarters shall not be reimbursed for the cost of the noonday meal.

C. Employees who begin their tour of duty at their regular outfit or headquarters and who are required to remain away therefrom one or more days (nights) shall be reimbursed for the cost of the evening meal on the first day and for all meals on succeeding days except the evening meal on the day they return provided the return is within two hours of normal quitting time.

RULE 47 - CAMP CARS

The Company shall provide for employees who are employed in a type of service, the nature of which regularly requires them throughout their work week to live away from home in camp cars, camps, highway trailers, hotels or motels as follows:

A. Lodging

1. It shall be the policy to maintain camp cars in a clean, healthful and sanitary condition and to provide sufficient ventilation and air space. All dining and sleeping cars shall be screened when necessary. Permanent camp cars when used for road service shall be equipped with springs consistent with safety and character of car and comfort of employees. If lodging is furnished by the Railroad Company, the bunk cars or other lodging furnished shall include bed, mattress, pillow, bed linen, blankets, towels, soap, washing and toilet facilities. It shall be the duty of the foreman to see that cars are kept in a clean, healthful and sanitary condition.
2. Lodging facilities furnished by the Company shall be adequate for the purpose.
3. If lodging is not furnished by the Company, the employee shall be reimbursed for the actual reasonable expense thereof not in excess of \$ 26.75 (7/1/02 = \$29.00, 1/1/05 = \$32.00) per day.
4. Where the lodging furnished by the Company does not include bed linen and blanket, employees shall be allowed \$.75 per day for each workday their names appear on the payroll for service performed.

An employee not furnished lodging by the Company who owns a trailer and/or pick-up camper may request authorization from the designated Engineering Department officer to provide his own lodging in such vehicle and, if so authorized, shall be allowed \$26.75 (7/1/02 = \$29.00, 1/1/05 = \$32.00) lodging expense per day for each day he performs service. Authorization shall be granted in all instances where the designated Engineering Department officer is convinced the request is legitimate. Such authorization must be in writing and made part of the record. Authorization granted may be revoked in writing for cause.

B. Meals

1. If the Company provides cooking and eating facilities and pays the salary or salaries of necessary cooks, each employee shall be paid a meal allowance of \$7.00 (7/1/02 = \$7.50, 1/1/05 = \$8.00) per day.

2. If the Company provides cooking and eating facilities but does not furnish and pay the salary or salaries of necessary cooks, each employee shall be paid a meal allowance of \$14.25 (7/1/02 = \$15.50, 1/1/05 = \$17.00) per day.
3. If the employees are required to obtain their meals in restaurants or commissaries, each employee shall be paid a meal allowance of \$21.25 (7/1/02 = \$23.00, 1/1/05 = \$25.00) per day.
4. The foregoing per diem meal allowance shall be paid for each day of the calendar week, including rest days and holidays, except that it shall not be payable for work days on which the employee is voluntarily absent from service, and it shall not be payable for rest days if the employee is voluntarily absent from service when work was available for him on the work day preceding or the work day following said rest days or holiday.

C. Travel from one work point to another

1. Time spent in traveling from one work point to another outside of regularly assigned hours or on a rest day or holiday shall be paid for at the straight time rate.
2. An employee who is not furnished means of transportation by the Company from one work point to another and who uses other forms of transportation for this purpose shall be reimbursed for the cost of such other transportation. If he uses his personal automobile for this purpose in the absence of transportation furnished by the Company he shall be reimbursed for such use of his automobile at the prevailing mileage rate. If an employee's work point is changed during his absence from the work point on a rest day or holiday this paragraph shall apply to any mileage he is required to travel to the new work point in excess of that required to return to the former work point.

D. The Company shall furnish an adequate supply of water suitable for domestic use to employees living in its buildings, camps and outfit cars. Where it must be transported and stored, the receptacles shall be adapted to the purpose. At points where ice is furnished employees of other departments, the same consideration shall be given employees covered by this Agreement during such times of the year as deemed necessary.

E. Starting times:

1. Positions on gangs shall have the same starting time.
2. If employees assigned to certain positions on a gang are required to perform preparatory work* in advance of the regular starting

time, they shall be compensated for such advance time at the overtime rate with a minimum of 30 minutes.

*Preparatory work shall consist of fueling machines, servicing machines, machine warm-up, loading material and supplies, establishment of track time, setting up flag protection, and/or preparation of paperwork.

F. Incumbents of these positions shall be subject to the travel allowance provisions of Rule 28.

RULE 48 - CAMP COOKS

Camp Cooks shall be paid an hourly rate. The rates for new positions of cooks shall be in conformity with rates for positions of similar kind, class, and hours of service where created.

Where such positions are paid on an hourly basis compensation shall not be reduced below eight hours per day, five days per week, except for voluntary absence.

Cooks shall be allowed the same number of hours overtime per day worked by the gang.

RULE 49 - INTERDIVISIONAL GANGS

Interdivisional gangs may be established to perform programmed rail and/or tie renewal and ballasting work on (2) adjacent seniority districts. The Carrier may also establish one such gang per calendar year to work on three (3) adjacent seniority districts. Other Interdivisional gangs may be established to perform work on three (3) or more adjacent seniority districts with the concurrence of the General Chairman. Interdivisional gangs when established are subject to the following conditions.

A. Positions shall be bulletined on the seniority districts in which such gangs are scheduled to work to all employees holding seniority on such seniority districts. Assignments shall be made based upon qualifications and upon seniority of applicants on their respective rosters.

B. Bulletins shall conform with Rule 16 and shall set forth in as much detail as possible the entire season program for each gang, including approximate mile post limits of work location and approximate duration of work on each operating division.

C. Employees shall not be in possession of displacing rights solely because of moving to another seniority district, nor shall they be subject to displacement solely because of moving to a different seniority district. Employees are eligible to bid for bulletined positions advertised in their seniority district, and are subject to displacement by employees in possession of displacement rights in the seniority districts in which the gang was bulletined.

D. An employee who has not previously established seniority and who is assigned to such a gang shall select as his seniority district one of the seniority districts on which the gang is scheduled to work and shall advise the designated Engineering Department officer thereof, and of the zone to which he desires said seniority to be attached.

E. Interdivisional gangs shall not be used in lieu of regularly assigned section gangs to perform work customarily performed by said section gangs on their respective section territories.

F. Employees assigned to such gangs shall be furnished meals* and lodging** by the Company when such gangs are working away from their homes and shall be allowed travel time between work points as provided in Rule 47 C. If meals are not furnished, gangs shall be stationed where meals are readily available.

*If meals are not provided by the Company, an employee shall be allowed \$30.10 (7/1/02 = \$32.58, 1/1/05 = \$35.41) per day in lieu thereof.

** An employee may elect to receive the lodging per diem provided under Rule 47 in lieu of Company provided lodging as provided in this Section. The election by the employee shall be made once each calendar year when first eligible for benefits under this rule.

Subsequent changes in the meal allowances in Rule 47 shall be applied proportionately in this rule.

G. Starting Times

1. Positions on gangs shall have the same starting times.
2. If employees assigned to certain positions on a gang are required to perform preparatory work* in advance of the regular starting time, they shall be compensated for such advance time at the overtime rate with a minimum of 30 minutes.

*Preparatory work shall consist of fueling machines, servicing machines, machine warm-up, loading material and supplies, establishment of track time, setting up flag protection, and/or preparation of paperwork.

H. Incumbents of these positions shall be subject to the travel allowance provisions of Rule 28.

RULE 50 - TOOL HOUSES

All tool houses shall be weather tight, equipped with a suitable stove, and individual clothes lockers shall be furnished for regular employees (Not extra or seasonal employees). It shall be the duty of the Foreman to see that tool houses are kept in a clean and orderly condition. Washroom and toilet facilities shall be available.

RULE 51 - EQUIPMENT FURNISHED

The Company shall furnish the employees such tools as are necessary to perform their work.

The Carrier shall provide protective clothing and equipment (except shoes) that it deems necessary for the protection of the safety and health of employees covered by this agreement.

Regularly assigned employees shall be allowed \$3.00 per month each month on which their names appear on the payroll in lieu of furnishing foul weather gear to such employees.

RULE 52 - 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:

A. 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.

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

C. No jury duty pay shall be allowed for any day as to which the employee is entitled to vacation or holiday pay.

D. 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.

E. Except as provided in paragraph F, an employee shall not be required to work on his assignment on days on which jury duty:

1. ends within four hours of the start of his assignment; or
2. is scheduled to begin during the hours of his assignment or within four hours of the beginning or end of his assignment.

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

RULE 53 - BEREAVEMENT LEAVE

A. An employee shall be allowed time not to exceed three (3) working days to handle matters related to or to attend the funeral of a spouse, child, parent, spouse's parent, brother or sister without loss of pay.

QUESTIONS AND ANSWERS

Q-1 Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday purposes?

A-1 No; however, the parties are in accord that bereavement leave non-availability shall 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, shall be considered as the qualifying day for holiday purposes.

Q-2 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-2 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.

RULE 54 - LEAVE OF ABSENCE

A. An employee shall be granted a leave of absence when they can be spared without interference to the service but in no case for a period longer than six (6) months in any twelve (12) consecutive month period except by written permission of the Director of Labor Relations and the General Chairman. Seniority shall not be affected when absent from the service by reason of serving on committees, personal injury, sickness of an employee or his immediate family.

B. An employee who fails to report for duty at the expiration of leave of absence shall be considered out of service.

C. Employees who enter business or engage in other employment while on leave of absence shall forfeit their seniority unless special arrangements shall have been made by agreement between the Director of Labor Relations and the General Chairman.

D. An employee desiring to remain away from service must obtain permission from his Supervising Officer. All authorized absences of thirty (30) calendar days or more shall be in writing and made a matter of record on regularly prescribed form and copy of same shall be furnished the employee and the General Chairman.

E. Employees elected or appointed to full time official positions of the Brotherhood shall be granted leave of absence for the terms of their office. Employees appointed to full time positions with the FRA, DOT or other industry regulatory bodies shall be granted leave of absence.

F. An employee receiving disability annuity under provisions of the Railroad Retirement Act shall retain seniority until he attains the age of 70, but his assigned position shall be bulletined as permanent vacancy. Should he recover sufficiently to resume service prior to reaching the age of 70, he shall be considered as in possession of displacement rights.

RULE 55 - COMMITTEES

Employees serving on committees shall, upon sufficient notice, be granted leave of absence and such free transportation as is consistent with the regulations of the Company, when called for committee work.

RULE 56 - PHYSICAL EXAMINATIONS

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

If an employee should be disqualified upon examination by the Company's physician and he feels that such disqualification is not warranted, the matter may be handled directly with the Director of Labor Relations (Non-Operating). If the matter is not disposed of by such handling, the following shall apply:

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

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

C. The Company and the employee involved shall each defray the expenses of their respective physicians. The fee of the third member of the board, shall be borne equally by the employee involved and the Company. Other examination expenses such as x-ray, electrocardiographs, etc., shall be borne equally by the employee involved and the Company.

If it is concluded that the disqualification was improper, the employee shall be compensated for actual loss of earnings, if any, resulting from such restrictions or removal from service incident to his disqualification.

RULE 57 - PERSONAL INJURY

Employees injured while at work shall not be required to make accident reports before they are given medical attention, but shall make them as soon as practicable thereafter. Employees shall be permitted to return to work without signing release pending final settlement of case.

RULE 58 - TRANSPORTATION

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

RULE 59 - TRANSFERRING HOUSEHOLD GOODS

Employees transferred from one location to another by direction of the Company or in the exercise of their seniority rights shall be entitled to move their household effects without payment of freight charges.

RULE 60 - SERVICE LETTER

When requested in writing, employees leaving the service who have personal records on file with the Company shall be furnished service letters.

RULE 61 - HOLIDAYS

Work performed on rest days and the legal holidays listed below (provided when any of the holidays fall on Sunday the day observed by the nation or by proclamation, shall be considered the holiday) shall be paid for at the rate of time and one-half for time worked or held on duty with a minimum of two (2) hours and forty (40) minutes as per Rule 31. Holiday time is considered all time worked on a shift commencing at or between 12:01 A.M. and 12:00 Midnight of the holiday.

New Year's Day
President's Day
Good Friday

Memorial Day
Fourth of July

Labor Day

Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve, (The Day before
Christmas Day is Observed)
Christmas Day
New Years Eve, (The day before New
Year's Day is Observed)

NOTE: The Holiday Agreement of August 21, 1954, as subsequently amended, is applicable to employees covered by this agreement. For synthesis of current holiday provisions, see Appendix "2".

RULE 62 - VACATIONS

Vacations with pay will be granted to employees covered by this agreement under and in accordance with the terms and provisions of the Vacation Agreement of December 17, 1941, as amended.

- 1 Qualifying Year – 5 days
- 2 Qualifying Years – 10 days
- 8 Qualifying Years - 15 days
- 17 is correct 15 Qualifying Years – 20 days
- 25 Qualifying Years – 25 days

Effective January 1, 1998, employees shall be permitted to take one (1) week of their vacation allowance per year in less than forty (40) hour increments, provided that such vacation day will be scheduled in accordance with existing rules applicable to the scheduling of personal leave days. (See Appendix “3” National Vacation Synthesis)

NOTE: In the computation of continuous service for vacation purposes it is agreed that BMW employees who have had a Leave of Absence to serve on full time positions of the BMW or as an officer of the carrier shall have all time spent in either capacity counted as full service time the same as if they had been working in a job covered by the BMW agreement.

RULE 63 - PERSONAL LEAVE

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

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

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

B. Personal leave days provided in Section A 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 employees utilization of any personal leave days before the end of that year.

C. Personal leave days shall be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.

D. The personal leave days provided in Section A 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 shall apply. The Carrier shall have the right to distribute work on a position vacated among other employees covered by the Agreement with the Organization signatory hereto.

E. The work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave days is considered as the qualifying day for holiday purposes.

RULE 64 - OFF-TRACK VEHICLE INJURIES

The provisions of Article V – “Payments to Employees Injured Under Certain Circumstances” of the Agreement of February 10, 1971, as amended, shall be applicable to employees covered by this Agreement (See Appendix "7").

RULE 65 - SUPPLEMENTAL SICKNESS BENEFITS

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

RULE 66 - PRIOR CONSULTATION

The provisions of the National Mediation Agreement (Case No. A-5987), dated October 7, 1959, shall be applicable to employees covered by this Agreement (See Appendix "10").

RULE 67 - STABILIZATION OF EMPLOYMENT

The provisions of the National Mediation Agreement (Case No. A-7128), dated February 7, 1965, as amended, shall be applicable to employees covered by this Agreement (See Appendix "11").

RULE 68 - HEALTH AND WELFARE

The provisions of the National Health and Welfare Plan negotiated pursuant to the National Agreement of August 21, 1954, as subsequently amended and revised, shall be applicable to employees covered by this Agreement (not reproduced).

The provisions of the National Agreement Early Retirement Plan, negotiated pursuant to the October 30, 1978, National Agreement as subsequently amended and revised, shall be applicable to employees covered by this Agreement (not reproduced).

For the application of the seven (7) calendar days per month eligibility requirements for benefit coverage see Appendix "12".

RULE 69 - EMPLOYEES COVERED BY NATIONAL DENTAL PLAN

Employees covered by this Agreement are included in National Dental Plan effective March 1, 1976, and benefits are set forth in National Agreement dated January 29, 1975, and in booklet form issued by Aetna Life Insurance Company of Hartford, Connecticut, as subsequently amended and revised, shall be applicable to employees covered by this Agreement (not reproduced).

For the application of the seven (7) calendar days per month eligibility requirements for benefit coverage see Appendix "12".

RULE 70 – VISION PLAN

Employees covered by this Agreement are included in the National Vision Plan effective September 26, 1996 as subsequently amended and revised. (Not reproduced).

For the application of the seven (7) calendar days per month eligibility requirements for benefit coverage see Appendix “12”.

RULE 71 - EMPLOYEE INFORMATION

The Carrier shall provide the General Chairman with a list of employees who are hired or terminated, their home address, and Social Security numbers, if available, otherwise the employees identification number. This information shall be limited to the employees covered by this Agreement. The data shall be supplied within thirty (30) calendar days after the month in which the employee is hired or terminated. When the thirty (30) calendar day requirement cannot be met, the matter shall be worked out with the General Chairman.

RULE 72 – RETENTION OF SENIORITY WHEN PROMOTED

- A. 1. An employee of the railroad covered by this agreement, who accepts service with the Brotherhood, Union Pacific Corporation or its subsidiaries in an official or subordinate official capacity or who transfers to supervisory positions shall retain and continue to accumulate seniority in the district from which promoted. Names of employees retaining seniority under this Rule shall continue to be shown on the appropriate seniority roster. Promoted employees shall not be required to obtain a written leave of absence.
2. All employees promoted to official, supervisory, or excepted positions on or after October 17, 1986, from crafts or classes represented by the Brotherhood of Maintenance of Way Employees shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.
3. Employees promoted prior to October 17, 1986, to official, supervisory, or excepted positions from crafts or classes represented by the Brotherhood of Maintenance of Way Employees shall retain their current seniority but shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.
- B. Employees covered by this Rule returning to service under this Agreement may exercise displacement rights by displacing any junior employee in the class in which displacing.

RULE 73 - UNION SHOP

The provisions of the Union Shop Agreement dated December 12, 1952, and the Dues Deduction Agreement dated June 19, 1974, shall be applicable to employees covered by this Agreement, (See Appendices "4" and "5").

RULE 74 - PAYROLL DEDUCTION

The provision of the October 30, 1978 Agreement provide for voluntary political contributions. This Agreement is attached hereto as Appendix "6".

RULE 75 - ENTRY RATES

A. Employees entering the service of the Carrier on positions covered by this Agreement shall be paid at 90 percent of the applicable rates of pay (including COLA) for the first 12-calendar months of employment and shall be paid at 95 percent of the applicable rates of pay (including COLA) for the second 12-calendar months of employment for all service performed on positions covered by this Agreement.

B. Employees who have had an employment relationship with Union Pacific and are rehired shall be paid at the established rates after completion of a total of 24 months combined service.

C. Service in a craft not represented by the Brotherhood of Maintenance of Way Employees shall not be considered in determining periods of employment under this Rule.

D. Employees who have had a previous employment relationship with a Carrier in a craft represented by the Brotherhood of Maintenance of Way Employees and is subsequently hired by Union Pacific shall be covered by this rule. However, such employee shall receive credit toward completion of the 24-month period for any month in which compensated service was performed in such craft provided that such compensated service last occurred within one year from the date of employment by Union Pacific.

E. Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension, or dismissal shall not count toward completion of the 24-month period.

F. This Rule shall not apply to Foremen, Track Supervisors, System Scale Inspectors, and Machine Operators (receiving monthly, 901, 902, or 903 rates of pay).

Note: The rate progression provisions shall not be waived until an employee has qualified on the position. It is further understood that once an employee qualifies on a machine covered by the terms of this agreement, entry rates will also be waived when assigned to any machine covered herein.

G. For the period of time an employee is covered by the rate progression provisions, such employee shall be credited with two months of employment for each month in which he performs compensated service provided (1) not more than twelve months of service shall be credited in any twelve (12) consecutive month period, (2) such employee renders compensated service for a minimum of eighty (80) days before such employee can advance into the next rate progression category and (3) an employee cannot advance into the next rate progression category until at least twelve (12) months after establishing seniority or after receiving a rate progression increase under this rule.

RULE 76 - TRANSFERS

A. Except as provided in Article III of the February 7, 1965 Agreement, as amended, employees shall not be permanently transferred from one seniority district to another seniority district.

B. An employee may be temporarily transferred by the direction of the Company for a period not to exceed six (6) months from one seniority district to another, and he shall retain his seniority on the district from which transferred. Such employee shall have the right to work temporarily in his respective rank on the district to which transferred, if there are no qualified available employees on the district. The six (6) month period may be extended by agreement between the Company and the General Chairman. When released from such service the employee shall return to his former position.

RULE 77 – INTRA-CRAFT WORK JURISDICITON

Employees shall be allowed to perform incidental tasks which are directly related to the service being performed and which they are capable of performing, provided the tasks are within the jurisdiction of the collective bargaining agreement. Compensation shall be at the applicable rate of the employee performing the service and shall not constitute a basis for any time claims by other employees. This provision is not intended to alter the establishment and manning of work forces accomplished in accordance with existing agreement, seniority, scope, and classification rules.

RULE 78 – 401-K RETIREMENT THRIFT PLAN

Consistent with all applicable laws, the Carrier shall offer to eligible employees covered by this agreement a 401(k) retirement plan subject to the following conditions:

- A. The plan shall be the existing Union Pacific Employee 401(k) Retirement Thrift Plan currently in effect for agreement employees.
- B. Employee participation is voluntary.
- C. Employees may contribute to the Plan by use of payroll deduction.
- D. The Plan is non-contributory on the Carrier's part but the Carrier shall pay the administrative cost of the Plan.
- E. An eligible employee is defined as an employee in active service with one (1) year or more of continuous service with the Carrier.

These provisions may be changed only by the mutual consent of the parties.

RULE 79 – SYSTEM SCALE INSPECTORS

A. System Scale Inspectors work primarily involves the inspection of former C&NW and industry-owned scales for structural and/or mechanical problems which may affect the accuracy of said scale throughout the entire former C&NW system. This work includes scheduling and testing activities with industry and governmental agencies, making calibration adjustments and such repairs as are necessary to return a scale to an accurate weighing condition, operating scale test cars, preparing reports and making recommendations as directed about required maintenance, coordinate in assisting in the supervision of B&B Crews with regards to construction, maintenance and renovation activities. The System Scale Inspectors shall also periodically inspect new scale construction projects to ensure conformity to plans and shall assist in and coordinate the installation of new scale components.

B. System Scale Inspectors are monthly rated. As of the date of this Agreement their rate shall be \$19.71 per hour.

C. System Scale Inspectors shall have a headquarter point designated by bulletin and shall cover a territory generally described by the bulletin. However, it is understood by the parties that the Systems Scale Inspectors have system-wide seniority rights and may travel to and perform service at any location on the former C&NW. These employees shall be entitled to expenses in accordance with Rule 46 of the current Agreement.

D. A system seniority roster, similar to that maintained currently for System Heavy Machine Operators, shall be maintained for the System Scale Inspectors.

E. Where there are no qualified bidders holding seniority on such roster for available positions, vacancies shall be bulletined to B&B sub-department employees on the entire railroad who shall be eligible to bid for such positions. In such cases assignments shall be made in accordance with Rules 15 and 16.

F. Nothing contained herein shall be construed as assigning any work exclusively to System Scale Inspectors.

RULE 80 - INTERMITTENT SERVICE

No assigned hours shall be designated for employees performing intermittent service requiring them to work, wait or travel as governed by available transportation or character of their work, where hours cannot be definitely regulated. Not more than eight hours work within a period of twelve hours, with not more than one release from duty (exclusive of meal period) is comprehended within this Rule.

RULE 81 – 10901 TRANSACTIONS

A. The railroad should provide at least 60 days notice of intent to sell or lease a line of railroad to a purchaser under 49 U.S.C. 10901. During the 60 day period, the parties shall meet upon the request of the Organization to discuss the planned transfer. The transaction agreement between the Carrier and the purchaser should obligate the purchaser to give priority hiring consideration to employees of the Carrier who work on the line. Further, the agreement between the Carrier and the purchaser should obligate the purchaser to assume a neutral stance in any union organizing effort undertaken by the Organization. Should any recommendation in this paragraph be deemed contrary to the Railway Labor Act, the remaining recommendations shall continue in full force and effect.

B. The Carrier shall provide affected employees priority employment rights for other positions on the Carrier, both within craft and in other crafts where qualified. For access to positions within craft, the parties shall, at the request of the Organization, develop a system seniority roster for use in such transactions in the same manner as that provided in the UTU and BLE national settlements. In addition, employees securing positions on the selling Carrier which require a change of residence shall be eligible for up to \$5,000 in relocation allowance, again in the same manner as provided in the UTU and BLE settlements.

C. Employees who secure a position with the buyer should be provided with an opportunity to return to the Carrier during the first 12-month period. Employees displaced by the sale shall have recall rights on the Carrier's property, as a minimum, for a period equal to their company seniority.

RULE 82 - AGREEMENT-FURNISHING COPIES

This schedule shall be printed by the Company and employees affected thereby shall be provided with a copy upon request. New employees shall be provided a copy thereof upon completion of their sixty (60) day probationary period.

RULE 83 - AGREEMENT-CHANGES IN

The foregoing rules constitute in their entirety an Agreement between the Union Pacific Railroad Company and the Brotherhood of Maintenance of Way Employes and supersedes existing agreements between the Brotherhood of Maintenance of Way Employes and the former Chicago and North Western Transportation Company, and no portion thereof shall be amended, revised or annulled except by mutual agreement between the General Director of Labor Relations of the Company and the General Chairman of the Brotherhood, or by the serving of thirty (30) days written notice of either party on the other and handling in accordance with the provisions of the Railway Labor Act, as amended.

This Agreement becomes effective November 1, 2001.

Signed this 31st day of October, 2001 in Omaha, Nebraska.

**FOR THE
BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYES:**

**FOR THE
UNION PACIFIC RAILROAD COMPANY**

General Chairman

General Director of Labor Relations

Approved: Vice President

OMAHA, NEBRASKA

MEMORANDUM OF AGREEMENT
BETWEEN
THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY
AND
THE STRUCTURAL IRON WORKERS ORGANIZATION
AND
THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
RELATING TO
THE STRUCTURAL IRON CREW HEADQUARTERED AT THE TWIN CITIES

A. Manning - So long as the Chicago and North Western Transportation Company headquarters a Structural Iron Crew at the Twin Cities to perform Structural Iron Work (including the former CStPM&O and M&StL territories and other territories), that crew shall be manned from the ranks of employees of the Structural Iron Workers Organization and the Brotherhood of Maintenance of Way Employees on the basis of a formula of 50% SIWO employees to 50% BMWWE employees, excluding the foreman of the crew who shall be selected from the ranks of the Structural Iron Workers Organization.

For example, the following would apply as the work force might increase or decrease:

Table with 3 columns: No. of Employees (excluding the Foreman), No. SIWO, and NO.BMWE. Rows show employee counts from 2 to 8.

B. Territory – All members of the crew covered by this Agreement will ordinarily perform required service within the normal territory of this crew (the Northern and Western Divisions). It is however understood that when circumstances require, they will meet the needs of the service over the entire system the same as other structural iron crews.

- C. The employes on this crew will retain their respective seniority as SIWO or BMWWE employes and will be compensated and perform service under the rules and agreements of their respective Organizations, except to the extent revised by this Agreement, however, rules concerning safety applicable to Structural Iron Workers on a job shall be similarly applicable to BMWWE employe or employes on the crew covered by this Agreement.

- D. In the event no BMWWE employees of Seniority District B-7 make application for a BMWWE position provided for in this Agreement, such position will be bulletined to B&B employees throughout the entire system and assignment made based upon the oldest attained seniority date.

- E. This Agreement resolves all issues relating to the subject of rights of BMWWE employes to Structural Iron Work of the Chicago and North Western Transportation Company, except that for any period of time during which the Company abolishes the Structural Iron Crew at the Twin Cities, the respective positions of the parties as to this matter as they existed prior to this Agreement and rules and agreements as they were in effect prior to this Agreement are restored.

Signatures not reproduced.

Dated September 9, 1987.

NATIONAL HOLIDAY AGREEMENT SYNTHESIS

The following represents a synthesis in one document, for the convenience of the parties, of the current Holiday provisions of the National Agreement of August 21, 1954, and amendments thereto provided in subsequent National Agreements.

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

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

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

(c) Subject to the applicable qualifying requirements in Section 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 pending the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, noncompliance with a union shop agreement, or disapproval of application for employment.

(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.

Section 2.

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

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

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

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

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

Effective January 1, 1976, after application of the cost-of-living adjustment effective that date, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours' pay to their annual compensation (the rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. That portion of such 8 pro rata hours' pay which derives from the cost-of-living allowance will not become part of basic rates of pay except as provided in Article II, Section 1(d) of the Agreement of January 29, 1975. The sum of presently existing hours per annum plus 8, divided by 12, will establish a new hourly factor for purposes of applying cents-per-hour adjustments in such monthly rates of pay and computing overtime rates.

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

1/3; and as a result of the addition of Christmas Eve as a holiday, effective January 1, 1976, increased to 176.

Section 3.

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

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

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

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

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

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

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

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

Section 4.

Provisions in existing agreements with respect to holidays in excess of the eleven (11) holidays referred to in Section 1 hereof shall continue to be applied without change.

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, to Veterans Day and to Christmas Eve in the same manner as to other holidays listed or referred to therein.

(b) All rules, regulations, or practices which provided 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.

(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, and/or a vacation day.

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

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

Section 6.

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

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 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.

NATIONAL VACATION AGREEMENT SYNTHESIS

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 subsequent National Agreements.

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.

Section 1.

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

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

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

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

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

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

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

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

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

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

(j) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered 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 or which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a

vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he so qualifies for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

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

Section 2.

(Not reproduced here as it has no application to employees represented by the Brotherhood of Maintenance of Way Employees).

Section 3.

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

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

Section 4.

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

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

(b) The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of

employees in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time.

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

Section 5.

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

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

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.

Section 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 7.

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

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

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

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

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

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

Section 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, or noncompliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

Section 9.

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

Section 10.

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

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief

worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

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

Section 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 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 thereof 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 will be compensated in accordance with regular relief rules.

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

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

Section 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, provide that such changes or understandings shall not be inconsistent with this Agreement.

Section 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 Carrier's 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 15.

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

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 as made by the parties, 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.

UNION SHOP AGREEMENT

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

IT IS AGREED:

Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carriers now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the Organization party to this Agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this Agreement, and thereafter shall maintain membership in such Organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive 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 service in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of employment, be considered as new employees for the purposes of applying this Agreement.

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

(d) Employees who retain seniority under the rules and working conditions agreements of their class or craft, who are members of an Organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions agreement of that class or craft temporarily perform work in another class of service shall not be required to be members of another Organization party hereto whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service 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 assessment (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Agreement, dues, fees, and assessments shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

Section 5.

(a) Each employee covered by the provisions of this Agreement shall be considered by a Carrier to have met the requirements of the agreement unless and until such Carrier is advised to the contrary in writing by Registered or Certified Mail, Return

Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this Agreement and who the Organization therefor claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and the Organizations involved and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the Carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this Agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by Registered or Certified 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 therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Organization, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

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

(b) The Carrier shall determine on the basis on the evidence produced at the hearing whether or not the employee has complied with the terms of this Agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the Organization shall be promptly advised thereof in writing by Registered or Certified 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 herein-after provided or unless the Carrier and the Organization agree otherwise in writing.

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

or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

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

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

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

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

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

representatives who are authorized to receive and serve the notices described in this Agreement.

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

Section 6.

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

Section 7.

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

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

Section 8.

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the Carrier under the provisions of this Agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; Provided, however, that this section 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 noncompliance with the provisions of this Agreement shall be regarded as having terminated his employee relationship for vacation purposes.

Section 10.

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

(b) The provisions of subsection (2) of this section shall not become effective unless and until the Carrier and the Organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amount withheld, and any other matters pertinent thereto.

Section 11.

This agreement shall become effective on the 31st day of March 1953, and is in full and final settlement of notices served upon the Carrier by the Organizations,

signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement between the Union Pacific Railroad Company and those employees represented by each of the Organizations signatory hereto. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

**DEDUCTION AGREEMENT
BETWEEN
CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY
AND
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES**

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 Chicago and North Western Transportation Company and employes represented by the Brotherhood of Maintenance of Way Employes, hereinafter referred to as the "Brotherhood," shall be made effective July 1, 1974.

1. (a) Subject to terms and conditions hereinafter set forth, the Employer will without cost to the Brotherhood or employes affected, deduct from the wages of said employes, membership dues, initiation fees, and assessments (excluding fines and penalties) which are uniformly required as a condition of the employes acquiring and/or retaining membership in the Brotherhood upon their written authorization in the form agreed upon by the parties hereto, copy of which is attached, designated "Attached A" and made a part thereof. The Brotherhood will furnish at their expense a sufficient supply of "Attachment A," form DD-5A(BMW).

(b) The Brotherhood shall assume full responsibility for the procurement and execution of said forms by employes and for the delivery of said forms to the officer or officers designated by the employer. The Transportation Company shall have the right to have Form DD-5A(BMW) amended or changed if it becomes necessary to do so in order to carry out the terms and conditions of this agreement or to express the intention of the parties in a more effective manner.

(c) The General Chairman shall, no later than the fifth day of the month in which deductions are made give the Officer or Officers designated by the Employer written notification of any special assessments or changes in amounts of fees or dues; however, the dues 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 fifth day of the month in which such deductions are to be made.

(b) The designated officer of the Brotherhood shall furnish to the Employer an initial statement (Attachment B, Form DD-5C(BMW)) by lodges, in alphabetical order, certified by him, showing deductions to be made from each such member, such statement to be furnished together authorization forms to cover not later than the fifth day which the deductions become effective. Subsequent monthly deductions will be based on the initial statement, plus a monthly statement (Attachment B, Form D D-5C(BMW)) showing additions and/or deletions or adjustments, furnished in the same manner as the initial

statement required hereby. (Currently effective lists and assignment forms need not be resubmitted.)

3. Said deductions made in accordance with the provisions hereof shall be remitted by check to the officer or the Brotherhood as may be designated by the General Chairman by the 25th day of the month following the month in which deductions are made accompanied by an alphabetical deductions list (in triplicate) for each local lodge each month. Such list will include the employee's name, social security number, the amount of deductions from the pay of each employe and the total amount of money deducted for each lodge. Said deductions will be made only from wages earned in the second payroll period of such months, which will be for dues of the member for the following month. If earnings be for dues of the member for the following month. If earnings of the employes are insufficient in the second payroll period to permit the full amount of the Brotherhood's deduction, no deductions will be made for that month.

4. The following payroll deductions as a minimum will have priority over the Brotherhood 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 employe until the Employer has been furnished with a proper written assignment to the Brotherhood 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 the union shop agreement, or of this Agreement.

6. Responsibility of the Employer under this Agreement shall be limited to the amount actually deducted from wages of employes pursuant to this Agreement and the Employer shall not be responsible financially or otherwise for failure to make deductions or for improper or inaccurate deductions. Any questions arising as to the correctness of the amount deducted shall be handled between the employe involved and the Brotherhood.

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

8. This Agreement shall become effective July 1, 1974 and unless terminated under Section 7 hereof, shall continue in effect until changed under the provisions of the Railway Labor Act, as amended. This Agreement replaces in its entirety the existing Dues Deductions Agreement.

Signed at Chicago, Illinois this 19th day of June 1974.

**FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYES;**

**FOR THE CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY**

/s/ S. C. Zimmerman
General Chairman, C&NW Proper

/s/ W. J. Fremon
Director of Labor Relations
(Non-Operating)

/s/ F. M. Larson
General Chairman, former
CStPM&O and former M&StL

/s/ C. E. Gerhart
General Chairman, former CGW

/s/ F. H. Funk
General Chairman, former MI

APPROVED:

/s/ O. M. Berge
Vice President

BMWE2

ATTACHMENT A

DUES DEDUCTION AUTHORIZATION

To:

Union Pacific Railroad Company
General Director Disbursements
1416 Dodge St.
Omaha, Nebraska, 68179

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

I hereby authorize and direct my employer, Union Pacific Railroad Company, to deduct from my wages the amount of initiation fees and assessments (exclusive of fines and penalties) and membership or periodic dues uniformly required as a condition of my acquiring and retaining membership in said Brotherhood beginning with wages earned in the second period payroll for the month of _____, 20____, and to pay all such amounts to the Brotherhood officer designated by the General Chairman of said Brotherhood all in accordance with the Dues Deduction Agreement dated June 19, 1974 between said Brotherhood and said Railroad Company of which I am familiar. The amount to be deducted from my wages is as follows:

For the second period of _____ to be \$ _____
(month)
and \$ _____ each month thereafter.

Date

Signature

FORM DD-5A(BMW) (reverse side)

ATTACHMENT A

PLEASE PRINT OR TYPE

Name _____
Last First Middle Social Security Number

Street City State Zip Code

Lodge No. _____ Card No. _____ Date of Employment _____

Seniority District No. _____ Title of Position _____

Employee No. _____ Work Location _____

FORM DD-5C (BMW)

ATTACHMENT B

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

General Director Disbursements
Union Pacific Railroad Company
1416 Dodge St.
Omaha, Nebraska, 68179

Deduction
Code No. 751

The following additions and deletions are to be effective with the deductions to be made from the 2nd period of _____, 20 _____ wages.

Lodge No	Employee No.	Name			Ded. Amount	Adj. Amount
		Last	First	Mid. Init.		

_____ Date

_____ Signature

INSTRUCTIONS

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

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

4. Cancellation of Deductions

Enter all information as for new deductions except that the amount of deduction to be cancelled must be shown in the "Amount" column under "Delete."

5. Adjustment of Deductions

Enter in columns provided the lodge number, employe number and name. In the "Adj. Amount" column, enter the amount to be adjusted. This amount shown for the month indicated will be handled as a one-time deduction and will be deducted in addition to the current monthly dues deduction previously authorized.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY
AND THE
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
AMENDING THE
DUES DEDUCTION AGREEMENT OF JUNE 19, 1974**

Whereas, under Article X of the Agreement of October 30, 1978 between the National Carriers' Conference Committee and the Brotherhood of Maintenance of Way Employes it was agreed that each railroad and the Organization would reach an understanding or agreement to modify their union dues deduction agreement to provide for monthly dues deductions; and

Whereas, by agreement of August 31, 1979 between the National Carriers' Conference Committee and the Brotherhood of Maintenance of Way Employes it was agreed that each railroad and the Organization would modify their union dues deduction agreements to provide for deductions for voluntary political contributions.

Effective December 1, 1979 the existing Dues Deduction Agreement of June 19, 1974 is further amended to provide for deduction of employes' voluntary political contributions in addition to membership dues, initiation fees and assessments, subject to the following terms and conditions;

- (a) The Carrier will deduct from the wages of employes voluntary political contributions upon their written authorization in the form (individual authorization form) agreed upon by the parties hereto, copy of which is attached, designated "Attachment C" and made a part hereof.

Voluntary political contributions will be made monthly from the compensation of employes who have executed a written authorization providing for such deductions. The first such deduction will be made in the month following the month in which the authorization is received. Such authorization will remain in effect for a minimum of twelve (12) months and thereafter until cancelled by thirty (30) days advance written notice from the employe to the Brotherhood by Registered Mail. The Brotherhood will promptly transmit such cancellation to the Carrier. Changes in the amount to be deducted will be limited to one change in each 12-month period and any change will coincide with a date on which dues deduction amounts may be changed under the dues deduction agreement.

- (b) The General Chairman or his designated representative shall furnish the Carrier, with copy to appropriate units of the Brotherhood, an initial statement (Attachment "D") by lodges, in alphabetical order and certified by him, showing the amounts of deductions to be made from each employe, such statement to be furnished together with individual authorization forms to cover, and payroll deductions of such amounts will

commence in the month immediately following. Subsequent monthly deductions will be based on the initial statement plus a monthly statement (Attachment "D") showing additions and/or deletions furnished in the same manner as the initial statement required hereinabove.

- (c) Monthly voluntary political contribution deductions will be made from wages at the same time that membership dues are deducted from the employee's paycheck.
- (d) Concurrent with making remittance to the Organization of monthly membership dues, the Carrier will make separate remittance of voluntary political contributions to the Treasurer, Maintenance of Way Political League, together with a list prepared in accordance with the requirements of the Dues Deduction Agreement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.
- (e) The following payroll deductions as a minimum will have priority over the Brotherhood deduction as covered by this Section 4:

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, amounts due the Carrier by the individual; and union dues.

If earnings of the employes are insufficient in the second payroll period to permit the full amount of the Brotherhood's deduction, no deduction will be made for that month.

- (f) The requirements of this agreement shall not be effective with respect to any individual employe until the employer has been furnished with a written authorization of assignment of wages of such monthly voluntary political contribution, and then only to the extent permitted by law.

Signed at Chicago, Illinois this 19th day of November, 1979.

**FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYES;**

**FOR THE CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY**

/s/ W. C. Jorde
General Chairman

/s/ W. J. Fremon
Director of Labor Relations
(Non-Operating)

FORM DD-5AP (BMW)

ATTACHMENT "A"

INDIVIDUAL AUTHORIZATION FORM

**Voluntary Payroll Deductions
Maintenance of Way Political League**

Union Pacific Railroad Company
General Director Disbursements
1416 Dodge St.
Omaha, Nebraska, 68179

I hereby authorize and direct my employer the Union Pacific Railroad Company, to deduct from my pay the sum of \$ _____ for each month in which compensation is due me, and to forward that amount to the Maintenance of Way Political League. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the Organization's Political League are not conditions of member ship to the Union or of employment with the Carrier; that the Organization's Political League will use the money it receives to make political contributions and expenditures in connection with Federal, State and Local elections.

It is understood that this authorization will remain in effect for a minimum of 12 months; and, thereafter, I may revoke this authorization at any time by giving the Carrier and the Organization 30 days advance written notice of my desire to do so.

Signed at _____
this _____ day of _____ 20____

(Personal Signature)

bmwe3(3)

FORM DD-5AP(BMW) (reverse side)

ATTACHMENT A

PLEASE PRINT OR TYPE

Name _____
 Last First Middle Social Security Number

 Street City State Zip Code

Lodge No. _____ Card No. _____ Date of Employment _____

Seniority District No. _____ Title of Position _____

Employee No. _____ Work Location _____

BMWE3(4)

FORM DD-5CP (BMW)

ATTACHMENT "B"

To:

Deduction Code No. 766

General Director Disbursements
Union Pacific Railroad Company
1416 Dodge St
Omaha, Nebraska, 68179

Pursuant to the Political Contributions Addendum to the dues deduction agreement between the Brotherhood and Union Pacific Railroad Company, the following is a list of names of employees for whom deductions shall be made effective the last pay period of _____, 20_____.

Wage deduction Authorization Forms (DD-5AP-BMW) for these employes are enclosed.

Lodge No	Employee No.	Name		Amount		Change Amount	
		Last.	Initial	Add	Delete	From	To

Date

General Chairman

BMWE3(5)

ATTACHMENT B (REVERSE)

INSTRUCTIONS

1. Enter the month and year in which the deductions are to be effective.
2. Enter the lodge number in the space provided.

3. New Deductions:

Enter in columns provided the employee number, name, and amount to be deducted. The amount to be deducted must be shown in "Amount" column under "Add". Each new authorization must be accompanied by a properly executed form. DD-5AP-BMW "Political Deduction Authorization".

4. Cancellation of Deductions:

Enter all information as for new deductions except that the amount of deduction to be cancelled must be shown in the "Amount" column under "Delete".

5. Changes in the Amount of Deductions:

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

6. Transfers:

When members are transferring from one lodge to another, they should be handled the same as Items 3 and 4 above.

BMWE (6)

OFF TRACK VEHICLE

**MEDIATION AGREEMENT A-89853
DATED FEBRUARY 10, 1971 AS AMENDED**

ARTICLE V:

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 Article.

(A) Covered Conditions

This article is intended to cover accidents involving employees covered by this Agreement while such employees are operating, riding in, boarding, or alighting from off-track vehicles authorized by the Carrier and any accident which occurs while an employee is under pay.

(B) Payments to be Made

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

(1) Accidental Death or Dismemberment

The Carrier will provide for loss of life or dismemberment occurring within 120 days 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	300,000
Loss of One Hand and One Foot	300,000
Loss of One Hand and Sight of One Eye	300,000
Loss of One Foot and Sight of One Eye	300,000
Loss of One Hand or One Foot or Sight of One Eye	150,000

A "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 Group Policy Contract GA23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the Carrier.

(3) Time Loss

The Carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the Carrier for time actually lost, subject to 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 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(D) Exclusions

Benefits provided under paragraph B shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt threat, 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 the 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 Article V 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 of any other law; provided, however, that any amount received by such employee or his personal representative under this Article 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 Article.

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

It is understood that no benefits or payments will be due on 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 V of the Agreement of February 10, 1971,

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

Savings Clause

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

UNION PACIFIC RAILROAD COMPANY

January 24, 1997

Mr. L. R. Fenhaus
General Chairman, BMWWE
45743 308th St.
Wakonda, S. D. 57073

Dear Sir:

This refers to your letter of January 14, 1997, concerning Article X "OFF-TRACK VEHICLE ACCIDENT BENEFITS" of the BMWWE National Agreement of September 26, 1996. In your correspondence you refer to the Memorandum of Understanding dated May 18, 1972 and request that the officer who is to handle all off-track vehicle accident claims be designated.

If a claim is to be made for "OFF-TRACK VEHICLE ACCIDENT BENEFITS", such claim is to be submitted to the Manager of Claims who would be handling the individual's case.

Yours truly,

Wayne. E. Naro
Director Labor Relations
Maintenance of Way/Signal

Seniority Districts B-2 and T-2

ZONE A

Nevada to Millerton
Bondurant to Des Moines
Des Moines to Slater
Slater to Woodward
Des Moines to Perry
Perry to Dawson
Des Moines

ZONE B

Goldfield to Estherville
Bricelyn to Allendorf
Belmond to Forest City
Dows to Clarion
Rolfe to Albert City
Lake Mills to Somers
Clarion to Fort Dodge
Grand Junction to Mallard
Ames to North Burt
Fort Dodge to Evanston

ZONE C

Northwood to Rosemount
Northwood to Manchester
Butterfield to Hanlontown

ZONE D

Nevada to Northwood
Mason City to Rockwell
Clarksville to Coulter
Oelwein to Waterloo
Iowa Falls to Alden
Alexander to Kanawha
Kesley to Hanlontown
Cedar Falls Junction to Cedar Falls
Clear Lake Junction to Clarion
Sabula to LeCrescent

ZONE E

Millerton to Kansas City

Seniority Districts B-3 and T-3

ZONE A

Flagg to Clinton (MP 6.9)
Nelson to Broadmoor

ZONE B

Geneva (MP 38.1) to Flagg
Rockford Line
Byron Line
Troy Grove Line
Freight Part of West Chicago Yard (See Map)

ZONE C

Broadmoor to East St. Louis
Molitor Junction to Middle Grove
Peoria Junction to Peoria

Seniority Districts B-4 and T-4

ZONE A

Clinton, (MP 6.9) to Colo
Beverly - Cedar Rapids - Otis
Marshalltown to Eddyville
Marshalltown to Steamboat Rock

ZONE B

Colo to East Missouri Valley, (MP 327.2)

ZONE C

East Missouri Valley, (MP 327.2) to Fremont
Missouri Valley to Council Bluffs
Council Bluffs to Omaha
Sioux City to California Junction

Seniority Districts B-7 and T-7

ZONE A

Sioux City to Lake Crystal

ZONE B

Merriam to Lake Crystal
Merriam to Montgomery

ZONE C

Baldwin to Elroy
Menomonie Junction to Menomonie
Norma to Cameron
Levis to Black River Falls
Adams to Tunnel City

ZONE D

South Itasca to Superior – Duluth

ZONE E

St. Paul to Baldwin
Lakeland Junction to Stillwater
Western Avenue, St. Paul to Merriam
East Minneapolis

ZONE F

Mankato (MP 2.0) to Tracy (MP 227.2)

ZONE G

Tracy (MP 227.2) to Huron (MP 361.0)
Sioux Valley Junction to Watertown

NOTE: Rule 18 E of the June 1, 1985 Agreement is hereby amended so the employees will be restricted from designating as a home zone the following zones of this Appendix:

Seniority Districts B-7 and T-7 Zone F
Seniority Districts B-7 and T-7 Zone G

Employees presently listed in the above mentioned zones may continue in that zone with the understanding that should they designate any other zone as their zone, they will not be able to later return to the original zone. Additionally, as of February 1, 1980, employees currently in zones other than those listed above will not be allowed to designate one of the above listed zones as their home zone.

ZONE H

Winona to Tower CK
Grand Crossing to La Crosse

Seniority Districts B-8 and T-8

ZONE B

Valley to Siding K
Kenosha (MP 52.2) to Ives (MP 64.5)
Lake Bluff to Tower "KO"
Kenosha to K. D. Junction

ZONE C

Ives to St. Francis
Siding K to St. Francis
St. Francis to Fond du Lac
Butler to Clyman Jct.
Belton to Jefferson Jct.

ZONE D

Clyman to Adams
Watertown to Fond du Lac

ZONE E

Tiffany to Elroy via Janesville
Watertown to Fort Atkinson
Harvard to Tiffany

ZONE F

Duck Creek to Powers
Oconto to Oconto Falls
Tavil to Eland

ZONE G

Wiscona to Tavil
Sheboygan to Plymouth

ZONE H

Eland to Marshfield
Kelly to Rothschild

ZONE I

Former Ore Division for Track and B&B forces

Seniority Districts B-9 and T-9

ZONE A

Freight Operations

ZONE B

Lead to West Chicago Yard
Suburban Part of West Chicago Yard (See Map)
West Line (MP 0.0) to Geneva (MP 38.1)

ZONE C

Northwest Line (MP 2.8) to Harvard (MP 63.1)

ZONE D

North Line (MP 0.6) to Kenosha (MP 52.2)

MAP OF WEST CHICAGO YARD

APPENDIX "9"

<u>POSITION</u>	<u>PPC</u>	<u>7/1/01</u>
Mach Opr Sys	208-901	18.89
Asst Mach Opr Sys	209-906	17.83
Buc Opr Mech	215	4395.69
Asst Buc Opr Mech	216	4250.21
B&B Gen Scale Insp	300	19.71
General Track or B&B Frmn	200	20.13
Track Sup	201	19.87
Frmn Class A	202	20.13
Frmn Class 1	203	19.63
Frmn Class 2	204	19.15
Flagging Frmn	205	19.04
Asst Frmn TD	206	18.02
Track Walker	207	17.29
Machine Opr B	210-903	18.26
Machine Opr A	211-902	18.57
Asst Mach Opr	212-906	17.83
Machine Opr C	213-904	17.96
Machine Opr C	214-905	17.62
Trackman	217	16.91
Welder	218	19.50
Welder Helper	219	17.30
Truck Driver Com	221-902	18.57
Machine Opr Com	222-902	18.57
Machine Opr Com	223-903	18.26
Machine Opr B	226-904	17.96
Truck Driver Com	224-903	18.26
Mach Opr Com	225-904	17.96
B&B Gen Frmn	301	20.13
B&B Frmn	302	19.15
B&B Project Frmn	303	19.42
B&B Asst Frmn	304	18.22
B&B Carpenter	305	17.92
B&B Lead Carpenter	306	18.14
B&B Carpenter Helper	307	16.84
Truck Driver	308	18.02
Bridge Tender	309	16.84
Adzer-B	210-903	18.26
Adzer Cribber-B	210-903	18.26
American Crane Sys	208-901	18.89
American Crane with Pile Driver Sys	208-901	18.89
Anchor Knocker-B	210-903	18.26
Anchor Machine-B	210-903	18.26
Anchor Spreader-B	210-903	18.26
Anchor Squeezer-B	210-903	18.26
Asst Buc Opr Mech	216	4250.21
Asst Mach Opr	212-906	17.83
Auto Spiker-B	210-903	18.26

APPENDIX "9"

Backhoe-Com	223-903	18.26
Ballast Compactor-B	210-903	18.26
Ballast Regulator-B	210-903	18.26
Bear Saw-B	210-903	18.26
Bolt Machine-C	214-905	17.62
Boom Truck-Com	221-902	18.57
Buc Opr Mech	215	4395.69
C Frame-A	211-902	18.57
Car Mover Track Mobile-B	210-903	18.26
Car Top Plate Distr-B	210-903	18.26
Car Top Unloader-Jimbo-Com	223-903	18.26
Cat 09 Plasser-A	211-902	18.57
Clipper-Production-B	210-903	18.26
Crane Under 20 Ton-Com	222-902	18.57
Crane 20 Ton + with Hy-rail	208-901	18.89
Crane 20 Ton +	208-901	18.89
Crawler Backhoe-Com	222-902	18.57
Crawler Dozer - 953 Cat-Com	222-902	18.57
Crawler Loader with 10 Yd Dump-Com	222-902	18.57
Crawler Loader Cat Material Handler-Com	222-902	18.57
Cribber (Dual Anchor)-B	210-903	18.26
D-Clipper-Production-B	211-902	18.57
Dual Anchor Machine-B	210-903	18.26
Dual Broom-B	210-903	18.26
Dump Truck-10 Yard-TD	308/228	18.02
Dump Truck-10 Yard-with spreader & or plow-Com	221-902	18.57
Forklift-B	210-903	18.26
Front End Loader-Com	222-902	18.57
Fuel Truck-Com	224-903	18.26
Gantry Crane-Com	222-902	18.57
Gopher Undercutter-B	210-903	18.26
Holly Plate Placer-B	226-904	17.96
Hydro Scopic Excavator-Gradeall-Com	222-902	18.57
Hy-rail Crane under 20 ton-Com	222-902	18.57
Jackson 3300 Jr Tamper-B	210-903	18.26
Jackson 925-B	210-903	18.26
Jordan Ditcher-Sys	208-901	18.89
Jr E S Tamper-B	210-903	18.26
Low Boy-Com	221-902	18.57
Motor Grader-Burro-Com	223-903	18.26
Off Track Brush Cutter-B	210-903	18.26
Off Track Crane under 20 ton-Com	222-902	18.57
Ohio Crane-Sys	208-901	18.89
Ohio Crane with Pile Driver-Sys	208-901	18.89

On Track Brush Cutter-B	210-903	18.26
On Track Crane under 20 ton-Com	222-902	18.57
On Track Crane 20 ton + -Sys	208-901	18.89
Pandrol Clip Applicator-B	210-903	18.26
Pettibone Fork-Com	223-903	18.26
Pipe Jacking Boring Machine-Sys	208-901	18.89
Plasser Ballast Stabilizer-A	211-902	18.57
Plate Plucker-C	213-904	17.96
Plater (Rail Gang)-C	213-904	17.96
Power Jack-Nordberg-C	214-905	17.62
Power Wrench-C	214-905	17.62
Pregauger-C	214-905	17.62
Production Tamper-A	211-902	18.57
Rail Clipper-B	210-903	18.26
Rail Heater-C	214-905	17.62
Rail Lifter-C	214-905	17.62
Rail Mounted Track Saw-C	213-904	17.96
Rubber Crawler Tractor with Disc- Com	222-902	18.57
Rubber Tired Loader/Backhoe-Com	222-902	18.57
Rubber Tired Tractor-Com	225-904	17.96
Scrap Loader-C	214-905	17.62
Self Propelled Sheep's Foot-Com	223-903	18.26
Skid Steer Loader-Com	223-903	18.26
Snow Blower-Jet-Sys	208-901	18.89
Snow Blower-Idaho Norland-Com	222-902	18.57
Spiker Gauger-Nordberg-B	210-903	18.26
Spike Grabber (Puller)-B	210-903	18.26
Spike Reclaimer-C	213-904	17.96
Swing Loader-Com	222-902	18.57
Tie Axe Machine-B	210-903	18.26
Tie Bed Scarifier-B	210-903	18.26
Tie Crane-Magnet-Com	223-903	18.26
Tie Drill-C	214-905	17.62
Tie Inserter-B	210-903	18.26
Tie Plugger (Gooper)-B	210-903	18.26
Tie Remover-B	210-903	18.26
Tie Remover Inserter-B	210-903	18.26
Tie Spacer-B	210-903	18.26
Track Mobile-Car Mover-B	210-903	18.26
W 100 Spike Driver-C	214-905	17.62
Weed Mower-C	213-904	17.96
Yard Cleaner-Sys	208-901	18.89
System Truck Operator/Test Car Boom Truck	230	20.02

<u>System Gang Rates of Pay</u>	<u>PPC</u>	<u>7/1/01</u>
Group 26: Track Subdepartment		
(a) System Extra Gang Frmn		
Sys Steel Gang Frmn	601	22.18
Sys Concrete Tie Gang Frmn	602	21.65
Sys Tie & Ballast Gang Frmn	603	21.18
Sys Tie Gang Frmn	604	21.18
Sys Switch Gang Frmn	605	21.18
Sys Curve Gang Frmn	606	21.18
Sys Distributing Gang Frmn	607	21.18
Sys Pick Up Gang Frmn	608	21.18
Sys Material Frmn	610	21.18
(b) Sys Asst Extra Gang Frmn		
Sys Asst Frmn	616	18.89
(c) Sys Gang Track Machine Operator		
Sys Track Machine Operator (TMO) (Track Liner, Track Undercutter 25- feet, Tie Injector, TKO, Gantry Cranes, Clip Applicator Machine, Clip Remover Machine, Production Clip Applicator, Tie Adzer/Ballast Kribber(TABK), Ballast Compactor, Track Broom)	631	18.72
Sys Track Stabilizer	632	18.83
System Tamper Operator	633	19.02
Sys Ballast Regulator Operator	634	19.02
Sys Speed Swing Operator	635	19.02
(d) System Gang Truck Operator/Bus		
Sys Gang Truck Operator Frmn	620	21.53
Sys Gang Semi Truck Operator***	627	20.02
Sys Gang Truck Operator***	625/622/623	18.72
Sys Gang Bus Operator	621	18.72

*** Note: if the vehicle is equipped with hy-rail and the incumbent is qualified on hy-rails—a \$.20 differential is paid to the incumbent (PPC 624 for Two Tons & 626 for Semi's)

Special Power Tool Machine PPC Operator (SPTMO)		<u>7/01/01</u>
Sys Special Tool Machine Operator (Rail Centralizer/Liner, Concrete Clip Applicator Manual, Concrete Clip Remover)	643	18.07
Sys Tie Handler Operator	651	18.48
System Spike Driver Operator (Spike Driver Gauger, Spike Driver Automatic, Spike Driver Auto Single, Spike Driver Single Gauge)	652	18.48
Sys Crib Adzer Operator	653	18.62
Sys Heat/Cool Operator	654	18.62
Sys Abrasive Rail Saw Operator	655	18.26
Sys Spike Puller Operator (Spike Puller Dual, Spike Puller Dual-Dual)	656	18.26
Sys Ride On Adzer Operator	657	18.26
Sys Rail Heat Treater	648	18.30
Roadway Power Tool Machine Operator (PTMO)		
Sys Rdwy Power Tool Machine Opr	644	17.22
Sys Tie End Remover Operator	660	17.58
Sys Compressor Operator	661	17.96
Sys Power Jack Operator	662	17.70
Sys Ballast Router Operator	663	17.96
Sys Rail Lifter & Liner Operator	664	17.70
Sys Cribber Operator	665	18.26
Sys Spike Anchor Plucker Operator	666	17.70
Sys Spike Pickup Unit Operator	667	17.70
Sys Spike Retreiver Operator	668	17.70
Sys Tie Plate Plucker Operator	669	17.96
Sys Dun-Rite Gauger Operator	670	17.70
Sys Adzing Machine Op (CR, DAC)	671	18.26
Sys Tie Bed Scarifier Operator	672	18.26
Sys Track Air Operator	673	18.26
Sys Tie Saw Operator	674	18.02
Sys Anchor Applicator Operator	675	18.26
Sys Concrete Tie Rail Gauger Op	676	17.62
Sys MORP Operator	677	17.62
Sys Power Tie Spacer Operator	678	18.26
Sys Plate Centering Machine Op	679	17.96

<u>System Gang Rates of Pay</u>	<u>PPC</u>	<u>7/01/01</u>
Roadway Power Tool Operator (PTO)		
Sys Roadway Power Tool Operator (Power Tamper, Track Drills, Air Hammers, Heater Car, Bronco Tractor)	645	17.12
Sys Power Wrench Operator	681	17.96
Sys Spike Driver Operator (off-compressors)	682	17.70
Sys Tie Plate Broom Operator	683	17.70
Sys Tie Plug Inserter	684	17.70
Sys Tie Coater (Skunk) Operator	685	17.70
Sys Spike Pullers (SPH)	686	18.02
Roadway Power Tool Machine Helper		
Sys Roadway Power Tool Mach Hlpr	689	17.83
Track Laborers		
Sys Track Laborer	641	16.91
Sys Tongman	642	17.22
Group 27: Track Subdepartment		
Group 27:		
Sys In-Track Welding Frmn	696	21.18
Sys Welding Frmn Arc/Thermite	609	21.18
Sys Arc/Thermite Welder	646	19.50
Sys Track Welder - Machine	698	18.63
Sys Track Welder Helper	649	17.30
Group 20: Roadway Equipment Subdepartment		
(a) Roadway Equipment Operator		
<u>Roadway Equipment Operator Class I</u>	970, 971 972, 975 977	20.26
(DTL (5 cu yd +), Loco Crane 35 ton + Rough Terrain Crane 35 ton + Truck Crane 10 ton + Brandt Power Unit		
Sys Buc Operator Mechanic**	978	4395.69
Assistant Buc Operator Mechanic	979	4250.21
**See agreement on BUC Operators for overtime rules		

<u>SYSTEM GANG RATES</u>	<u>PPC</u>	<u>7/01/01</u>
<u>OF PAY</u>	980-987	19.52
<u>Roadway Equipment Operator</u>		
<u>Class II</u>		
(Loco Crane < 35 ton, Burro Crane, Undercutter (40 ft), Rough Terrain Crane < 35 ton, Multi Crane, Scrap Loading Crane, Crawler Backhoe, Gradall, Crawler Excavator, Dragline, Grader Patrol > 30,000 lbs, Bulldozer 235 HP +, Wagon Crane, Rubber Tire Scraper, OH Rail Crane, Material Handler > 8000lb. Capacity, Pettibone 360 Speed Swing)		
<u>Roadway Equipment Operator</u>	990	18.94
<u>Class III</u>		
(Ditcher, Dragline < 3/4 cu yd, Grader Patrol < 30,000 lbs., Bulldozer < 235 HP, DTL, 5 cu yd cap, Jet Mobile Snow Blower, Railcar Mover, Ditcher Spreader, Compactor, Service Truck, Water Truck > 8,000 gallon, Brush Cutter, Ditchwitch with Concrete Saw Sys DTL less than 5 cu yd cap	639	19.02
(b) Roadway Equipment Helper		
Roadway Equipment Helper	689	17.83

1959 MEDIATION AGREEMENT

This Agreement made this 7th day of October, 1959, by and between the participating Carriers listed in Exhibits A, B, and C, attached hereto and made a part hereof, and represented by the Eastern, Western, and Southeastern Carriers' Conference Committees, and the employees of such Carriers shown thereon and represented by the Brotherhood of Maintenance of Way Employees.

WITNESSETH:

IT IS AGREED:

ARTICLE I – PRIOR CONSULTATION

In the event a Carrier decides to effect a material change in work methods involving employes covered by the rules of the collective agreement of the Organization party hereto, said Carrier will notify the General Chairman thereof as far in advance of the effectuation of such change as is practicable and in any event not less than fifteen (15) days prior to such effectuation. If the General Chairman or his representative is available prior to the date set for effectuation of the change, the representative of the Carrier and the General Chairman or his representative shall meet for the purpose of discussing the manner in which and the extent to which employes represented by the Organization may be affected by such change, the application of existing rules such as seniority rules, placement, and displacement rules and other pertinent rules, with a view to avoiding grievances arising out of the terms of the existing collective agreement and minimizing adverse affects upon the employes involved.

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

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

ARTICLE II – RATES OF PAY

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

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

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

ARTICLE III – RATES OF PAY OF NEW POSITIONS AND ADJUSTMENT OF RATES OF PAY OF SUPERVISORY EMPLOYES COVERED BY THE RULES OF THE COLLECTIVE AGREEMENT BETWEEN THE PARTIES HERETO WHERE DUTIES AND RESPONSIBILITIES HAVE ALLEGEDLY BEEN EXPANDED.

- (a) If a new position is established for which a rate of pay has not been agreed upon, the Carrier will in the first instance establish a rate which is commensurate with the duties, responsibilities, characteristics and other requirements of said position. If the General Chairman does not agree that the rate of pay so established is commensurate with the duties, responsibilities, characteristics, and other requirements of the position, he shall so notify the Carrier and thereupon the duly authorized representative of the Carrier shall meet with the General Chairman or his representative for the purpose of mutually agreeing upon a rate which will be satisfactory to both parties. In the event of failure to reach a mutual agreement on the subject, it will be submitted to arbitration in accordance with paragraph (c) of this Article.
- (b) If, as the result of change in work methods subsequent to the effective date of this agreement, the contention is made by the General Chairman that there has been an expansion of duties and responsibilities of supervisory employes covered by the rules of the collective agreement between the parties hereto resulting in a request for wage adjustment and a mutual agreement is not reached disposing of the issue thus raised, the matter will be submitted to arbitration in accordance with paragraph (c) of this Article.
- (c) The submissions to arbitration provided for in paragraphs (a) and (b) of this Article shall be under and in accordance with the provisions of the Railway Labor Act; shall be between the individual Carrier and the system committee of the Organization representing employes of such Carrier; and shall be governed by an arbitration

agreement conforming to the requirements of the Railway Labor Act which shall contain the following provisions:

- (1) shall state that the Board of Arbitration is to consist of three members;
- (2) shall state specifically that the question to be submitted to the Board for decision shall be limited to the single question as to whether the rate established by the Carrier should be continued or whether the rate suggested by the General Chairman should be adopted or whether an intermediate rate is justified; and that in its award the said Board shall confine itself strictly to decision as to the question so specifically submitted to it;
- (3) shall fix a period of ten (10) days from the date of the appointment of the arbitrator necessary to complete the Board within which the said Board shall commence its hearings;
- (4) shall fix a period of thirty (30) days from the beginning of the hearings within which the said Board shall make and file its award; provided, that the parties may agree at any time upon the extension of this period;
- (5) shall provide that the award shall become effective on the date that it is rendered and the rate awarded shall continue in force until changed or modified pursuant to the provisions of the Railway Labor Act.

MEDIATION AGREEMENT, CASE NO. A-7128

DATED FEBRUARY 7, 1965

between

RAILROADS REPRESENTED BY THE

NATIONAL RAILWAY LABOR CONFERENCE

and the

EASTERN, WESTERN AND SOUTHEASTERN CARRIERS' CONFERENCE
COMMITTEES

and their employees represented by the following organizations,

through the

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

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

(As amended by Article XIX of the agreement of September 26, 1996 between the National Carrier's Conference Committee and the Brotherhood of Maintenance of Way Employees.)

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

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

IT IS AGREED:ARTICLE I – PROTECTED EMPLOYEESSection 1 –

All employees, other than seasonal employees, who were in active service and who have or attain ten (10) or more years' of employment relationship will be retained in service subject to compensation as hereinafter provided unless or until retired, discharged for cause, or otherwise removed by natural attrition. For the purpose of this Agreement, the term "active service" is defined to include all employees working, or holding an assignment, or in the process of transferring from one assignment to another (whether or not the date on which such ten or more years of employment relationship is acquired was a work day). An employee who is not regularly assigned on the date the employee is otherwise eligible to achieve protected status under this Section will be deemed to be protected on the first day assigned to a regular position in accordance with existing rules of the BMW E Agreement.

Section 2 –

Seasonal employees, who had compensated service during each of the years 1995, 1996 and 1997, who otherwise meet the definition of "protected" employees under Section 1, will be offered employment in future years at least equivalent to what they performed in 1997, unless or until retired, discharged for cause, or otherwise removed by natural attrition.

Section 3 –

In the event of a decline in a carrier's business in excess of 5% in the average percentage of both gross operating revenue and net revenue ton miles in any 30-day period compared with the average of the same period for the years 1963 and 1964, a reduction in forces in the crafts represented by each of the organizations signatory hereto may be made at any time during the said 30-day period below the number of employees entitled to preservation of employment under this Agreement to the extent of one percent for each one percent the said decline exceeds 5%. The average percentage of decline shall be the total of the percent of decline in gross operating

revenue and percent of decline in net revenue ton miles divided by 2. Advance notice of any such force reduction shall be given as required by the current Schedule Agreements of the organizations signatory hereto. Upon restoration of a carrier's business following any such force reduction, employees entitled to preservation of employment must be recalled in accordance with the same formula within 15 calendar days.

Section 4 –

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

Section 5 –

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

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

Section 1 –

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

Section 2 –

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

Section 3 –

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

ARTICLE III – IMPLEMENTING AGREEMENTS

Section 1 –

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

Section 2 –

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

Section 3 –

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

Section 4 –

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

Section 5 –

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

ARTICLE IV – COMPENSATION DUE PROTECTED EMPLOYEES

Section 1 –

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

Section 2 –

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

Section 3 –

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

Section 4 –

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

Section 5 –

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

Section 6 –

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

ARTICLE V – MOVING EXPENSES AND SEPARATION ALLOWANCES

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

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

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

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

ARTICLE VI – APPLICATION TO MERGERS, CONSOLIDATIONS AND OTHER AGREEMENTS

Section 1 –

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

Section 2 –

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

Section 3 –

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

Section 4 –

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

ARTICLE VII – DISPUTES COMMITTEE

Section 1 –

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

Section 2 –

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

Section 3 –

Disputes shall be submitted to the committee by notice in writing to the Chairman of the National Railway Labor Conference and to the Chairman of the Employees' National Conference Committee, signatories to this agreement, who shall within 10 days of receipt of such notice, designate the members of their respective committees who shall serve on the committee and arrange for a meeting of the committee to consider such disputes as soon as a panel referee is available to serve, and in no event more

than 10 days thereafter. Decision shall be made at the close of the meeting if possible (such meeting not to continue for more than 5 days) but in any event within 5 days of the date such meeting is closed, provided that the partisan member 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 question so specifically submitted to it.

Section 4 –

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

Section 5 –

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

ARTICLE VIII – EFFECT OF THIS AGREEMENT

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

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

ARTICLE IX – COURT APPROVAL

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

SIGNATURES NOT REPRODUCED

1996 National Agreement

September 26, 1996

#6

Mr. Mac A. Fleming
President
Brotherhood of Maintenance
of Way Employes
26555 Evergreen Road
Suite 200
Southfield, MI 48076-4225

Dear Mr. Fleming:

This will confirm our understanding with respect to the application of the seven (7) calendar days per month eligibility requirement for benefit coverage under the health and welfare, dental and vision plans. The understanding is as follows:

1. Nothing contained in this letter shall in any way add to, diminish or alter existing rights and/or obligations of both Carriers and employees with regard to eligibility requirements for benefit coverage for employees going on furlough, furloughed or returning from furlough.

2. An employee whose assignment commences on one (1) calendar day and ends on the following calendar day shall be deemed to have rendered compensated service on one (1) calendar day. This remains true even if the employee works overtime on that assignment during the following calendar day unless

(a) such employee's overtime on the following calendar day continues into his/her regularly scheduled work hours; or

(b) the employee's overtime on the following calendar day occurs on his/her rest day and such overtime continues into the hours of what would have been the employee's regular work day, based on the employee's assignment immediately preceding the rest day, had the rest day been a regular work day.

In the event 2(a) or 2(b) occurs the employee shall be deemed to have rendered compensated service on two (2) calendar days. If the overtime continues uninterrupted for more than two (2) calendar days, the same principles will apply in determining for purposes of benefit eligibility the number of calendar days on which the employee shall be deemed to have rendered compensated service.

3. An employee whose assignment commences on one (1) calendar day and ends on the following calendar day, and who then works another assignment during that following day shall be deemed to have rendered compensated service on two (2) calendar days.

4. An employee who works (or who reports to work but is instructed not to work by Carrier because of inclement weather) on an eight (8) hours day's assignment shall be deemed to have rendered compensated service on one (1) calendar day for each calendar day s/he works such assignment or reports to work for such assignment but is instructed not to work because of inclement weather. An employee who works (or who reports to work but is instructed not to work by Carrier because of inclement weather) on a ten (10) hours day's assignment in lieu of an eight (8) hour day's assignment will be deemed to have rendered compensated service on one and one-quarter (1.25) calendar days for each calendar day s/he works such assignment or reports to work for such assignment but is instructed not to work because of inclement weather. Similarly, an employee on assignment where the regular work day is programmed to consist of more than eight (8) hours (e.g. 9, 11, 12, 13 hours) shall be deemed to have rendered compensated service on one and on a fraction of another calendar day worked, on the same principle as described above.

5. An employee called in to work on his/her rest day shall be deemed to have rendered compensated service on one (1) calendar day.

6. A new employee who reports for duty on the first day allowed, who has less than seven (7) calendar days on which s/he is assigned to work remaining in the month, will be eligible for benefits in the following month provided the employee works all regularly assigned days in such month.

7. The change in eligibility requirements is not intended to alter current practices with respect to whether vacations, holidays, personal leave days, bereavement leave and jury duty are considered as days of compensated service for purposes of the health, dental and vision plans.

8. An employee who is called to military duty to respond to an emergency (e.g. The Gulf War) and as a result is not able to meet the seven (7) day eligibility requirement shall remain eligible for benefits for four (4) months after the month in which compensated service was last performed.

9. An employee who is suspended, dismissed or retires and, consequently, does not meet the seven (7) calendar days per month eligibility requirement shall receive the same extension of coverage as such person received prior to such change.

10. Any lapse in benefits occurring as a result of this eligibility change shall not continue beyond the month so affected, provided such employee meets the eligibility requirements governing the immediately following month.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

SIGNATURES NOT REPRODUCED

IMPLEMENTING AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

The U.S. Department of Transportation, Surface Transportation Board ("STB") approved the merger of the Union Pacific Corporation ("UPC"), the Union Pacific Railroad Company/Missouri Pacific Railroad Company (collectively referred to as "UP") and the Southern Pacific Rail Corporation, Southern Pacific Transportation Company ("SPT"), St. Louis Southwestern Railway Company ("SSW"), SPCSL Corp., and the Denver & Rio Grande Western Railroad ("D&RGW") (collectively referred to as "SP") in Finance Docket 32760. In approving this transaction, the ("STB") imposed New York Dock labor protective conditions.

Subsequent to the above, an Implementing Agreement was imposed under New York Dock Conditions on October 15, 1997, and made effective January 1, 1998, for the consolidation of system operations on UPRR, SPRR, WPRR and D&RGW territories to be subject to the Collective Bargaining Agreement between the UPRR and the Brotherhood of Maintenance of Way Employees (BMWE). While the legitimacy of the Imposed Agreement was being challenged through the Petition For Review process of the ("STB") the Carrier suggested another meeting be held to discuss, again, the possible extension of the seniority territory for all UPRR system gangs to include that of the Chicago and North Western Transportation Company (C&NW).

In order to achieve the benefits of operational changes made possible by the transaction; to resolve all disputes associated with the Implementing Agreement imposed with the arbitral award of October 15, 1997; and to extend the seniority territory of all UPRR system gangs to include that of the C&NW:

IT IS AGREED the Implementing Agreement of October 15, 1997 will be canceled and replaced in its entirety by the language specified hereinafter:

Section 1.

Effective January 1, 1998 all system gang operations listed hereinafter were combined on UPRR, WPRR, SPRR¹ and D&RGW territories and have been subject to the Collective Bargaining Agreement between UPRR and BMWE;

¹ As used in this document, "SPRR" refers only to the "Western Lines" of the Southern Pacific Transportation Company.

SYSTEM OPERATIONS (See Side Letter No. 1)

System Steel Gang Work	System Curve Gang Work
System Switch Gang Work	System Welding/Glue Gang Work
System Tie and Ballast Gang Work	System Rail and Concrete Tie Gang Work
System Surfacing & Lining Gang Work	System New Construction Gang Work
System Pick-Up and Distribution Gang Work	

Effective June 1, 1998, the territory and employees of the (C&NW) will be added to and made part of these consolidated system gang operations.

Section 2.

(A) UPRR, WPRR, SPRR and D&RGW employees with seniority dates of June 1, 1998 or earlier who had a right based on their seniority to work on system-type operations within their respective territories; and C&NW employees with seniority dates of June 1, 1998 or earlier who had a right based on their seniority to work on Interdivisional gangs on C&NW territory, will have their name and seniority dates dovetailed onto the UPRR System Gang seniority rosters for the following fourteen (14) classifications, as applicable: (See Side Letter No. 2)

GROUP 20: ROADWAY EQUIPMENT SUBDEPARTMENT

- (a) Roadway Equipment Operator
- (b) Roadway Equipment Helper

GROUP 26: TRACK SUBDEPARTMENT (See Side Letter No. 3)

- (a) System Extra Gang Foreman
- (b) System Assistant Extra Gang Foreman
- (c) System Gang Track Machine Operator
- (d-1) System Gang Truck Operator Foreman
- (d-2) System Gang Semi-Truck Operator
- (d-3) System Gang Truck Operator/Bus
- (e) System Extra Gang Laborer:
 - Special Power Tool Machine Operator (SPTMO)
 - Roadway Power Tool Machine Operator (RPTMO)
 - Roadway Power Tool Operator (PTO)
 - Track Laborer

GROUP 27: TRACK SUBDEPARTMENT (See Side Letter No. 4)

- (a-1) System In-Track Welding Foreman
- (a-2) System Welding Foreman Arc/Thermite
- (b) System Arc/Thermite Track Welder
- (c) System Track Welder ? Machine
- (d) System Track Welder Helper

(B) UPRR division/district personnel who did not have seniority in Group 20, 26, or 27 prior to January 1, 1998, will be given a seniority date of 1-1-98 and dovetailed onto the rosters identified in Section 2 (A), as applicable. UPRR division/district personnel hired subsequent to January 1, 1998, who do not have seniority in Group 20, 26, or 27 prior to June 1, 1998, will be given a seniority date of 6-1-98 and dovetailed onto the rosters identified in Section 2(A), as applicable. The ranking order of these Section 2(B) employees will be determined by ranking the employees with the superior home division/district seniority dates from corresponding rosters first.

(C) In the event two or more employees from different seniority rosters have identical seniority dates on the consolidated roster, preference on ranking order will be given to the employee with the senior hire date in the Maintenance of Way Department. If the matter is left unresolved at that point, the ranking order will be determined on the basis of relative age of the employees involved by ranking the oldest employee senior.

Section 3.

(A) All employees listed on the combined rosters established under Section 2 will have their hire date in the Maintenance of Way Department listed next to their seniority date. Further, these employees will also have their division/district seniority dates listed that qualified them to be placed on such combined rosters. The UPRR, D&RGW, WPRR and SPRR employees will have a "home road" designation listed next to their name to reflect the railroad on which they were hired and/or hold other Maintenance of Way Department seniority. C&NW employees will have a "home road/region"² designation listed next to their name to reflect the home road and region on which they were hired and/or hold other Maintenance of Way Department seniority. The following are the home road/region designations that will be used and an example of the information that will be shown for each employee on the roster:

<u>Railroad</u>	<u>Home Road Designation</u>
UPRR	U
C&NW	C(E) or C(W)
SPRR	S
WPRR	W
DRGW	D

EXAMPLE

<u>DESIGNATION</u>	<u>NAME</u>	<u>SOCIAL SECURITY</u>	<u>SENIORITY DATE</u>	<u>HIRE DATE</u>	<u>QUALIFYING DATE</u>
S	BROWN JC	520-48-0901	7-16-73	2-8-71	7-16-73

² C&NW home region territories are "C(E)" which represents Districts 3, 8 and 9, and "C(W)" which represents Districts 2, 4 and 7.

(B) All employees hired subsequent to June 1, 1998, to fill Group 20, 26 or 27 positions will establish seniority on the applicable system seniority roster, pursuant to Rule 15 (a) of the UPRR/BMWE Collective Bargaining Agreement. Such employees will have a home road designation listed next to their name on the roster which will reflect the railroad territory upon which their employment commenced.

(C) Employees hired for a division or district assignment subsequent to June 1, 1998, who later establish seniority in Group 20, 26 or 27, will have a home road designation listed next to their name that reflects the railroad territory where division or district seniority is held.

(D) Home road designations for employees who possess Group 20, 26 or 27 seniority will only be changed when the employees establish division or district seniority on a railroad territory other than that formerly designated. In such cases, the home road designation on the roster(s) will be changed to reflect the railroad territory where division or district seniority is established. This language does not prohibit employees from holding seniority on more than one home road. No employee, however, will be allowed to hold seniority on more than two (2) home roads.

(E) Employees regularly assigned to Group 20, 26 or 27 positions will not be subject to force assignment to a position on any home road territory. Employees holding seniority on two (2) home roads, who are not assigned to a Group 20, 26 or 27 position, will be considered as furloughed employees of the home road(s) upon which they are not filling an assignment.

Section 4.

(A) When employees with home road designations and seniority dates of June 1, 1998 or earlier apply for bulletined Group 20, 26, and 27 positions, assignments will be handled as follows:

- (1) When bids are received from only C, S, W, and/or D designated employees, the employee listed on the applicable seniority roster with the superior seniority date/ranking will be assigned.
- (2) When bids are received from only U designated employees, the employee listed on the applicable seniority roster with the superior seniority date/ranking will be assigned.
- (3) When bids are received from U designated employees, as well as C, S, W, and/or D designated employees, the senior U designated applicant and the senior employee among the C, S, W, and D designated applicants will be identified, and the employee with the senior hire date will be assigned.

(B) The exercise of seniority displacement rights by these employees will be controlled by the same principles explained in Section 4(A).

Section 5.

(A) Employees covered by this agreement with a seniority date of 1-1-98 or earlier may fill Group 20, 26, or 27 positions that have assembly points outside their home road and/or region territory, however, such employees will not be required to do so to protect seniority and benefits under this or any other agreement. Further, such employees of the UPRR, WPRR, D&RGW and SPRR will not be force assigned or recalled to positions with an assembly point outside their home road territory; and such employees of the C&NW will not be force assigned or recalled to positions with an assembly point outside their home region territory.

(B) Employees with a seniority date of 1-1-98 or earlier assigned to Group 20, 26 or 27 positions who are not agreeable to moving with their assignment and having an assembly point off their home road/region territory, must personally notify their supervisor at least ten (10) working days prior to their assignment leaving their home road/region territory. If given orally, written confirmation of same will be promptly furnished and, in any event, before the employees vacate their assignment. Employees, who do not provide such notice, may be required to travel and assemble for work off their home road/region territory and release from their assignment would, then, be controlled by (C) below, or the normal provisions of the Collective Bargaining Agreement. (See Side Letter No. 5)

(C) Employees with a seniority date of 1-1-98 or earlier assigned to Group 20, 26 or 27 positions, who did not vacate their assignment under Section 5. (B), may vacate their assignment under this provision and exercise seniority if their assembly point is located off their home road/region territory and is in excess of five hundred (500) normal roadway traveled miles from their respective home station by the most direct route. Such employees must personally provide ten (10) working days notice to their supervisor before vacating their assignment. If given orally, written confirmation of same will be promptly furnished and, in any event, before the employees vacate their assignment. If prior to vacating their assignment the assembly point is changed to a location which is not outside their home road/region territory, or the employees involved rescind their notice to the supervisor in writing, the employees' notice and scheduled departure will be canceled. While it is recognized the employees must be released no later than the close of shift of the tenth (10th) work day after notice has been given, the supervisor and the employee involved may agree to a date of release prior thereto.

For the application of this provision only, the term “home station” means the employee’s residence except in instances where the residence is located off-line or off the employee’s home road/region territory in which case the home station will be an on-line station identified in the Carrier’s timetable that is within the employee’s home road/region territory and nearest the employee’s point of residence. (See Side Letter No. 6)

(D) Employees who apply for and accept positions or exercise seniority to positions off their home road/region territory, may not vacate their assignment as specified in paragraph (C).

(E) Employees, who vacate their assignment under this section and choose to exercise seniority, will be restricted to exercising seniority displacement rights in accordance with the applicable agreement to positions that have assembly points within their home road/region territory.

Section 6.

(A) Except as provided in Sections 4. And 5., all new Group 20, 26 or 27 positions or vacancies that are to be filled, will be bulletined and assigned in accordance with Rule 20 of the UPRR/BMWE Collective Bargaining Agreement. In connection with employees seeking promotion and their first assignment/seniority date in Group 20, 26 or 27, it is agreed such bulletined positions will be assigned to the applicant with the senior date in the Maintenance of Way Department who possesses sufficient fitness and ability. These assignments will be made without regard to the home road on which such seniority is held.

(B) Except as provided in Section 4. And 5., employees filling Group 20, 26 or 27 assignments whose position is abolished or who are displaced will be governed by Rule 21 of the UPRR/BMWE Collective Bargaining Agreement, if they choose to exercise seniority to fill a Group 20, 26 or 27 position thereafter. In all other cases, employees will be governed by the Collective Bargaining Agreement of the home road territory to which seniority is exercised.

(C) Employees assigned to system-type operations identified in Section 2(A) will be governed by Rule 22 of the UPRR/BMWE Collective Bargaining Agreement for the purpose of seniority retention on system seniority rosters.

(D) Rule 23 of the UPRR/BMWE Collective Bargaining Agreement will be amended to read as follows and all employees possessing Group 20, 26 or 27 seniority will be governed by Rule 23 (a), (b), (d), (e) and (f). (See Side Letter No. 7.)

RULE 23 – RESTORATION OF FORCE

- (a) Furloughed employees assigned to positions pursuant to Rule 20 (E) must return to service in the seniority class to which recalled within seven (7) calendar days after receiving a recall notice in writing by certified mail at the last address of record.
- (b) A furloughed employee's failure to report within the time requirements of (a) for a Group 20, 26 or 27 assignment will result in the forfeiture of all seniority in Group 20, 26 and 27.
- (c) A furloughed employee's failure to report within the time requirements of (a) for an assignment in any group not identified in (b) will result in the forfeiture of all seniority in the Maintenance of Way Department. (This paragraph (c) does not apply to C&NW, D&RGW, SPRR and WPRR employees)
- (d) The forfeiture of seniority requirements of (b) and (c) will not be applied if satisfactory reason for not reporting in a timely fashion is given, or an extension of the time limit specified in (a) is agreed to by the Director Labor Relations and General Chairman involved. Satisfactory reason for failing to report has reference to sickness or other reasons over which the employee has no control.
- (e) Employees regularly assigned to a lower class who are recalled to a higher seniority class must return to such higher class at the first opportunity or forfeit seniority therein. Such employees will be released to report to the higher class position on the first day of the assignment's regular work week or as soon as provisions can be made, but, in no event, will the employee be held on the former position for more than ten (10) calendar days from date of assignment.
- (f) Furloughed employees returning to service to accept Maintenance of Way Department Group 20, 26 or 27 assignments who have at least five (5) days unused vacation entitlement, will, upon request, be issued a loan voucher in the amount of \$100, \$200 or \$300 to facilitate their return to service. Such loans will be interest free and deductions for repayment of at least \$50 from the borrowing employees' pay vouchers will be made commencing with the employees' second pay voucher issued subsequent to their return to service. Deductions greater than the fifty dollar minimum may be authorized by the employees.

Employees receiving such loans who have no more than five (5) days unused vacation remaining in the calendar year, will not be allowed to take vacation time until the loan repayment is complete. If for whatever reason,

the loan repayment is not complete by the end of the calendar year, the unpaid portion of the loan will be deducted from the employee's payment for the year's unused vacation time.

Section 7.

(A) Employees filling any Group 20, 26 or 27 position(s) for a period of six (6) months or more as specified hereinafter, will receive one dollar (\$1.00) for each hour they received straight time compensation during the entire six-month period and beyond as applicable. This one dollar (\$1.00) allowance is not subject to future general wage increases or cost of living allowances unless agreed to otherwise. (See Side Letter No. 8.)

(B) Employees' time under (A) of this section will be bridged from one position to another if;

- (1) such employees continue to fill a Group 20, 26 or 27 position,
- (2) such employees do not apply for and accept assignment to a bulletined position of a lower rate of pay than that vacated; and
- (3) such employees do not apply for and accept assignment on another gang for a bulletined position of the same rate of pay as that vacated.

(C) Employees assigned to a Group 20, 26 or 27 position who are displaced by senior employees or as a result of their position being abolished may:

- (1) elect to receive one dollar (\$1.00) for each hour they received straight time compensation during the period they satisfied the eligibility requirements of this section even though the period involved may be less than six (6) months; or
- (2) exercise seniority pursuant to Rule 21 of the UPRR/BMWE Collective Bargaining Agreement to another Group 20, 26 or 27 position and all time of the former position and the new position will be bridged for purposes of receiving payment under this section.

These two (2) options relate to the application of this section and do not eliminate other privileges of displaced employees relative to the exercise of seniority to their home road(s) provided under the terms of the applicable Collective Bargaining Agreement.

(D) Payment for a qualifying six-month period will be made within sixty (60) days of the end of that period. Payment for any time during which an employee

continues to satisfy the eligibility requirements of this section following and continuous with a qualifying six-month period will be made semi-monthly with the issuance of the employee's regular pay vouchers. Employees electing to receive payment under (C)(1) will be required to make written application to:

Assistant Director NPS
Union Pacific Railroad Company
1416 Dodge Street PNG 06
Omaha, Nebraska 68179

Applications, which will be supplied by the Carrier, must specify the beginning and ending dates of the period for which payment is requested. Payments under (c) (1) will be made within sixty (60) days of the date the employee makes written application.

Section 8.

Respective rates of pay for positions assigned to the system operations listed herein will be established at the highest prevailing rates being allowed Maintenance of Way employees filling similar respective assignments on the UPRR, SPRR, WPRR, C&NW, or D&RGW Rates of pay established under this provision will be subject to all future general wage increases, including cost of living allowances (COLAs).

Section 9.

All service performed by employees on any of the territories identified in this Agreement which is part of their continuous employment relationship in the Maintenance of Way Department will be combined for vacation, personal leave, entry rates and other present or future benefits that are granted on the basis of qualifying time of service in the same manner as though all such time had been spent in the service subject to one Collective Bargaining Agreement.

Section 10.

(A) Implementation of this Agreement, as it relates to C&NW employees and territory, will not occur until:

- (1) the Carrier and the Union agree, in writing, that they have reviewed and approved the seniority rosters for distribution;
- (2) such rosters have been distributed pursuant to Rule 17 of the UPRR/BMWE Collective Bargaining Agreement prior to implementation subject to a ninety-day employee seniority protest period that will commence on the implementation date of this agreement; and

- (3) A complete copy of this Implementing Agreement and the current UPRR/BMWE Collective Bargaining Agreement is printed and distributed to all UPRR, SPRR, WPRR, D&RGW and C&NW employees possessing Group 20, 26 and 27 seniority. (Employees who already possess a copy of a UPRR/BMWE Collective Bargaining Agreement, need not be furnished another one by the Carrier.)

(B) The Carrier and Union's review of the seniority rosters and the agreement specified in (A) (1), deals with how the rosters have been assembled and not the data shown for each employee which will be subject to protest by each employee pursuant to (A) (2). Additionally, there will be no restrictions on further protests submitted during the normal seniority protest period scheduled for 1999 with regard to the consolidated listing of the employees with their seniority and ranking on the Group 20, 26 and 27 seniority rosters.

Section 11.

(A) Since none of the employees of the SPRR, WPRR, D&RGW, C&NW and those identified in Section 2(B) possessed seniority in Group 20, 26 or 27 prior to the effective date of this agreement, and because such employees may not have desired to possess same, these employees will be given a one-time opportunity to voluntarily relinquish all seniority awarded them as a result of this agreement. Such employees electing to exercise this option must, within ninety (90) calendar days following the implementation date of this agreement, send written notification of their decision to relinquish the newly acquired Group 20, 26 and 27 seniority to:

Assistant Director NPS
Union Pacific Railroad Company
1416 Dodge Street PNG06
Omaha, Nebraska 68179

(B) Subsequent to January 1, 1998, some employees have voluntarily relinquished the Group 20, 26 and 27 seniority awarded to them under the New York Dock arbitration award of October 15, 1997. Due to the changes outlined in this agreement, such employees will be given a one-time opportunity to reinstate that seniority. Employees electing to exercise this option must, within the same ninety-day period outlined in (A), send written notification to the Carrier Officer identified above of their decision to reinstate their seniority. Those who do not exercise this option will receive no other opportunity to reinstate that seniority. Future establishment of Group 20, 26 or 27 seniority will be governed by the applicable terms of UPRR/BMWE Collective Bargaining Agreement.

(C) It is understood that the employees awarded a seniority date of 1-1-98 or earlier as a result of this agreement who do not elect to retain Group 20, 26 and 27

seniority pursuant to (A) or (B) of this section, will not, as a result thereof, impair or jeopardize any protection or benefits to which they may now and in the future be entitled under any protective conditions or agreement.

Section 12.

(A) The New York Dock employee protective conditions will be applicable to this transaction. There will be no duplication of benefits by an employee under this Agreement and any other agreements or protective arrangements.

(B) If employees are entitled to protection as a result of this transaction, the following will apply,

- (1) Not later than the twenty-fifth day of the month following the month for which benefits are claimed, each "dismissed" employee will provide the Carrier with the following information for the month in which he/she is entitled to benefits;
 - (a) the day(s) claimed by such employee under any unemployment act, and
 - (b) the day(s) each employee worked in other employment, the name(s) and addresses of the employer(s) and the gross earnings made by the employee in such other employment.
- (2) If dismissed employee has nothing to report under this Section account not being entitled to benefits under any unemployment insurance and having no earnings from other employment, such employee will submit, within the time period provided for in Section 12(B)(1), the appropriate form stating "Nothing to Report." This can be submitted by letter or on Form 32179 provided by the Carrier. The claim is to be submitted to:

Supervisor Protection Administration
1416 Dodge Street, MC PNG 06
Omaha, Nebraska 68179
- (3) The failure of any dismissed (furloughed) employee to provide the information required in this Section will result in the withholding of all protective benefits for the month in question pending receipt of such information for the employee.
- (4) Any "displaced" employees will file an initial claim with the Supervisor Protection Administration at the address set forth in

Section 12(B)(2) above. If an employee is determined to be eligible for displacement allowances, the employee will be paid a differential allowance for each month in which he/she is entitled. Such employee need not file any additional forms unless he/she becomes furloughed. In such an event, the employee will be subject to the requirements of a dismissed employee as set forth above.

Section 13.

This Agreement will constitute the required agreement as provided in Article I Section 4 of the New York Dock employee protective conditions. Further, this agreement represents final settlement of all notices served to this date under the New York Dock Conditions concerning the extension of the seniority territory for all UPRR system gangs and resolution of all disputes associated with the October 15, 1997 arbitral award connected thereto. Any claims or disputes arising from the application of this Agreement or the protective conditions referred to in Section 12 will be handled directly between the General Chairman and Director of Labor Relations.

Section 14.

The parties will not refer to this Agreement or any part of it in any subsequent judicial or administrative proceedings, negotiations or any other forum other than those concerned with adjudicating disputes arising under this Agreement. This agreement will become effective on the 1st day of August, 1998.

FOR THE ORGANIZATION:

/s/ David D. Tanner
General Chairman, BMW E

/s/ Wm. F. Gulliford
General Chairman, BMW E

/s/ D. E. McMahon
General Chairman, BMW E

/s/ Leon R. Fenhaus
General Chairman, BMW E

APPROVED:
/s/ R. B. Wehrli
Vice President, BMW E

/s/ E. L. Torske
Vice President, BMW E

FOR THE CARRIER:

/s/ W. E. Naro
General Director Labor Relations

/s/ D. A. Ring
Director Labor Relations

UNION PACIFIC RAILROAD COMPANY

Mr. David D. Tanner
General Chairman/BMWE
P. O. Box 850
100 East Sage Street
Lyman, Wyoming 82931

Mr. David E. McMahon
General Chairman/BMWE
Alhambra-Jay Building
930 Alhambra Blvd., Suite 260
Sacramento, California 95816-4426

Mr. Leon R. Fenhaus
General Chairman/BMWE
45743 308th Street
Wakonda, South Dakota 57073-6313

Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

This is in reference to the Implementing Agreement providing for the consolidation of system gang operations on UPRR, WPRR, SPRR, C&NW and D&RGW territories effective June 1, 1998.

Concern exists that by listing the specific types of system gang operations in Section I of the implementing agreement, disputes may arise concerning the performance of gauging work by system gangs. To clarify this issue, it is agreed that the performance of gauging work by system gangs is acceptable when:

- (1) It is directly connected to and within the limits of system steel, curve, or switch replacement projects, or system new construction work
- (2) It is being done in immediate preparation for a system tie renewal project
- (3) The class of track is being upgraded necessitating more spikes in the tie plates.

All other gauging work will be performed as normal by local maintenance forces.

If the foregoing correctly sets forth the understanding reached in conference, please sign in the space below.

Yours truly

W. E. Naro
General Director Labor Relations

AGREED:

APPENDIX "13"
Side Letter No. 1

/s/ D. D. Tanner
General Chairman, BMW

/s/ D. E. McMahon
General Chairman, BMW

/s/ L. R. Fenhaus
General Chairman, BMW

/s/ W. F. Gulliford
General Chairman, BMW

APPROVED:

/s/ R. B. Wehrli
Vice President, BMW

/s/ E. L. Torske
Vice President, BMW

UNION PACIFIC RAILROAD COMPANY

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General Chairman/BMWE
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Wakonda, South Dakota 57073-6313

Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

This is in reference to the Implementing Agreement providing for the consolidation of system gang operations on UPRR, WPRR, SPRR, C&NW, and D&RGW territories effective June 1, 1998.

During our discussion of this matter, it was agreed C&NW seniority, based upon C&NW Rule 2, will be dovetailed in the appropriate UPRR System Gang seniority rosters, as shown in the current UPRR Appendix X, in the following manner:

<u>C&NW CLASSIFICATION</u>	<u>UPRR GROUP</u>	<u>UPRR CLASSIFICATION</u>
Track Foreman	Group 26(a)	System Gang Foreman
Assistant Track Foreman	Group 26(b)	System Asst Extra Gang Foreman
Class A&B Track Machine Operators (Superior Date Only)	Group 26(c)	System Track Machine Opr
Common Machine Operator*	Group 26(d-2)	System Gang Semi-Truck Opr
Truck Driver (Track)	Group 26(d-3)	System Truck Operator/Bus

*Only those Common Machine Operators who were licensed to operate, and were at one time assigned by bulletin to a low boy semi-trailer truck.

APPENDIX "13"
Side Letter No. 2

Trackman	Group 26(e)	System Extra Gang Laborer Spcl Power Tool Mach Opr Rdwy Power Tool Mach Opr Rdwy Power Tool Opr Track Laborer
Common & System Operators (Superior Date only)	Group 20(a)	Roadway Equipment Opr
Common & System Operators (Superior Date Only)	Group 20(c)	Roadway Equipment Helper
Track Welder	Group 27(b)	Track Welder
Track Welder Helper	Group 27(d)	Track Welder Helper

If the foregoing correctly sets forth the understanding reached in conference, please sign in the space provided below.

Yours truly,

W. E. Naro
General Director Labor Relations

AGREED:

/s/ D. D. Tanner
General Chairman BMW

/s/ D. E. McMahon
General Chairman BMW

/s/ L. R. Fenhaus
General Chairman BMW

/s/ W. F. Gulliford
General Chairman BMW

APPROVED:

/s/ R. B. Wehrli
Vice President (BMW)

/s/ E. L. Torske
Vice President (BMW)

UNION PACIFIC RAILROAD COMPANY

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Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

In connection with the recent discussions concerning the Implementing Agreement for the establishment of the Consolidated System Gangs working under the Union Pacific BMWE Collective Bargaining Agreement, it is agreed to revise Group 26 as follows:

Group 26

- (a) System Gang Foreman
- (b) System Gang Assistant Foreman
- (c) System Gang Track Machine Operator
- (d-1) System Gang Truck Operator Foreman
- (d-2) System Gang Semi Truck Operator
- (d-3) System Gang Truck/Bus Operator
- (e) System Extra Gang Laborer:
 - Special Power Tool Machine Operator (SPTMO)
 - Roadway Power Tool Machine Operator (RPTMO)
 - Roadway Power Tool Operator (PTO)
 - Track Laborer

Seniority rosters for Group 26(a), (b), (c), (d-3) and (e) as established by the Implementing Agreement will remain unchanged.

The initial seniority roster for the new Class (d-1), System Gang Truck Operator Foreman, will be established by dovetailing the seniority dates of all employees who retain seniority on any comparable Truck Operator Foreman seniority rosters from the UPRR, SPWL, WPRR, D&RGW, and C&NW prior to the effective date of this Agreement. In the event two or more employees from different seniority rosters have identical seniority dates, the employees will be ranked first by service dates within the (BMWE) craft, then, if the service dates are the same, on the basis of relative age of the employees involved by ranking the oldest employee senior. This will not affect the respective ranking of employees with identical seniority dates on their former seniority rosters.

It was also agreed that there would only be one position of System Gang Truck Operator Foreman assigned to each System Gang.

The initial seniority roster for the new Class (d-2), System Gang Semi Truck Operator, will be established by dovetailing the seniority dates of all employees who retain seniority on comparable Semi Truck Operator seniority rosters from the UPRR SPWL, WPRR, D&RGW and C&NW prior to the effective date of this Agreement. In the event two or more employees from different seniority rosters have identical seniority dates, the employees will be ranked first by service dates within the BMWE craft, then, if service dates are the same, on the basis of relative age of the employees involved by ranking the oldest employee senior. This will not affect the respective ranking of employees with identical seniority dates on their former seniority rosters.

In addition to semi trucks with standard trailers, an employee assigned to a Class (d-3) position pulling a trailer, and associated with System Gang assignments, which requires a Class A Commercial Drivers License (CDL) will also be bulletined and assigned to Class (d-2).

System Gang Group 26 (d-2) Semi-Trailer Truck Operator assignments will only encompass work associated with the system gang operations identified in Section 1 of the Implementing Agreement. Such assignments will not involve work of the current Group 15 (b) Semi-Trailer Truck Operators associated with, but not limited to, System Work Equipment Shops and System Material Stores.

Where the provisions of this Agreement conflict with the terms of any other agreement, this agreement will apply. Any other issues which are not specifically addressed herein, will be governed by the terms of the current Collective Bargaining Agreement.

APPENDIX "13"
Side Letter No. 3

This Agreement will remain in effect until canceled, modified or superseded pursuant to the provisions of the Railway Labor Act, as amended. If the above correctly sets forth the parties understanding in this regard please affix your signature in the space provided below.

Yours truly,

W. E. Naro
General Director Labor Relations

AGREED:

/s/ D. D. Tanner
General Chairman BMW

/s/ D. E. McMahon
General Chairman BMW

/s/ L. R. Fenhaus
General Chairman BMW

/s/ W. F. Gulliford
General Chairman BMW

APPROVED:

/s/ R. B. Wehrli
Vice President (BMW)

/s/ E. L. Torske
Vice President (BMW)

UNION PACIFIC RAILROAD COMPANY

Mr. David D. Tanner
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Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

In connection with the recent discussions concerning the Implementing Agreement for the consolidation of System Gangs working under the Union Pacific BMWE Collective Bargaining Agreement, and our discussions concerning the employees assigned and working in the various Welder Classifications, it was agreed to revise and establish additional classes within Group 27 as follows:

Group 27

(a-1) System In-Track Welding Foreman	18.73	28.10
(a-2) System Welding Foreman Arc/Thermite	18.73	28.10
(b) System Arc/Thermite Track Welder	17.17	25.76
(c) System Track Welder-Machine	16.36	24.54
(d) System Track Welder Helper	15.12	22.68

All welding positions will be bulletined and assigned under Seniority Group 27 for System Gang operations. Employees who have been assigned to Welding positions in Seniority Group 26 and employees who have established Division or District Welding seniority will be dovetailed into Group 27 Welding Classifications. In addition, the position of System Welding/Glue Gang Foreman in Group 26 will be eliminated.

As a result of our discussions, it was agreed the Consolidated System Gang Rosters in Group 27 will be revised as follows:

(a-1) System In-Track Welding Foreman

No change.

(a-2) System Welding Foreman Arc/Thermite

- (1) All Group 26 System Gang Foreman with System Field Weld-Glue Gang qualifications with the "U" designation will have their seniority dates dovetailed to Group 27(a-2).
- (2) All employees with the designation of "S" or "W" who possess seniority as a Welder Foreman on a Southern Pacific Western Lines or former Western Pacific seniority roster, respectively, will have their seniority dates dovetailed to Group 27(a-2).
- (3) All employees with the designation of "D" who possess seniority as a Welder Foreman on a Denver and Rio Grande Western seniority roster will have their seniority dates dovetailed to Group 27(a-2).
- (4) All employees with the designation of "C" who possess seniority as a Welder Foreman on a Chicago and North Western seniority roster will have their seniority dates dovetailed to Group 27(a-2).
- (5) All employees who possess seniority in Group 14(a) on a Union Pacific Division Seniority Roster, but did not possess a Group 26(a) seniority date with Welder Foreman qualifications, prior to the effective date of the Implementing Agreement will be dovetailed to the Group 27(a-2). Seniority roster with a January 1, 1998 seniority date.

(b) System Arc Welder/Thermite Welder

- (1) All Union Pacific Group 26(a) System Gang Laborers who possess a qualification as a Thermite Welder or Arc Welder with the "U" designation will have their Laborer seniority dates dovetailed to Group 27(b)
- (2) All employees with the designation of "S" or "W" who possess seniority as a Welder on a Southern Pacific Western Lines or former Western Pacific seniority roster, respectively, will have their seniority dates dovetailed to Group 27(b)

- (3) All employees with the designation of "D" who possess seniority as a Welder on a Denver and Rio Grande Western seniority roster will have their seniority dates dovetailed to Group 27(b)
 - (4) All employees with the designation of (c) who possess seniority as a Welder on a Chicago and North Western seniority roster will have their seniority dates dovetailed to Group 27(b)
 - (5) All employees who possess seniority in Group 14(b), (c) or (d) on a Union Pacific Division Seniority Roster, but did not possess a Group 26(e) seniority date with Arc Welder or Thermite Welder qualifications prior to the effective date of the Implementing Agreement, will be dovetailed to the Group 27(b) seniority roster with a January 1, 1998 seniority date.
- (c) System Track Welder-Machine:
- No change.
- (d) System Welder Helper:
- (1) All Union Pacific Group 26(e) System Gang Laborers who possess a qualification as a Welder Helper with the "U" designation will have their Laborer seniority dates dovetailed to Group 27(d)
 - (2) All employees with the designation of "S" or "W" who possess seniority as a Welder Helper on a Southern Pacific Western Lines or former Western Pacific seniority roster, respectively, will have their seniority dates dovetailed to Group 27(d)
 - (3) All employees with the designation of "D" who possess seniority as a Welder Helper on a Denver and Rio Grande Western seniority roster will have their seniority dates dovetailed to Group 27(d)
 - (4) All employees with the designation of "C" who possess seniority as a Welder Helper on a Chicago and North Western seniority roster will have their seniority dates dovetailed to Group 27(d)
 - (5) All employees who possess seniority in Group 14(g) on a Union Pacific Division Seniority Roster, but did not possess a Group 26(e) seniority date with Welder Helper qualifications prior to the effective date of the Implementing Agreement, will be dovetailed to the Group 27(d) seniority roster with a January 1, 1998 seniority date.

APPENDIX "13"
Side Letter No. 4

In the event two or more employees from different seniority rosters have identical seniority dates, the employees will be ranked first by service dates within the BMW E craft, then, if service dates are the same, on the basis of relative age of the employees involved by ranking the oldest employee senior. This will not affect the respective ranking of employees with identical seniority dates on their former seniority rosters.

Employees who only possessed seniority in the Welding Classifications prior to January 1, 1998 will only be given seniority dates on the classifications within Group 27 on the Consolidated System Rosters. Such employees, who had been accorded a seniority date within the Group 26 Consolidated System Rosters, will have their seniority dates removed from the Group 26 Consolidated System Rosters unless seniority in other classifications of Group 26 has been established subsequent to January 1, 1998.

In connection with this Agreement, it is understood that work associated with Group 27 assignments will only encompass work in conjunction with installation or renewal of rail by System Gangs (i.e. Steel Gangs, Curve Gangs, Switch Gangs, Concrete Tie Gangs, New Construction Gangs).

Where the provisions of this Agreement conflict with the terms of any other agreement, this agreement will apply. Any other issues which are not specifically addressed herein, will be governed by the terms of the current Collective Bargaining Agreement. This Agreement will remain in effect until canceled, modified, or superseded pursuant to the provisions of the Railway Labor Act, as amended. If the above correctly sets forth the parties understanding in this regard please affix your signature in the space provided below.

Yours truly,

W. E. Naro
General Director Labor Relations

AGREED:
/s/ D. D. Tanner
General Chairman BMW E

/s/ D. E. McMahon
General Chairman BMW E

/s/ L. R. Fenhaus
General Chairman BMW E

/s/ W. F. Gulliford
General Chairman BMW E

APPROVED:

/s/ R. B. Wehrli
Vice President BMW E

/s/ E. L. Torske
Vice President/BMW E

UNION PACIFIC RAILROAD COMPANY

Mr. David D. Tanner
General Chairman/BMWE
P. O. Box 850
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Mr. David E. McMahon
General Chairman/BMWE
Alhambra-Jay Building
930 Alhambra Blvd., Suite 260
Sacramento, California 95816-4426

Mr. Leon R. Fenhaus
General Chairman/BMWE
45743 308th Street
Wakonda, South Dakota 57073-6313

Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

This is in reference to the Implementing Agreement providing for the consolidation of system gang operations on the UPRR, WPRR, SPRR, C&NW and D&RGW territories effective June 1, 1998.

In connection with our discussions regarding Section 5. (B), concern was raised regarding its application for an employee accepting a Group 20, 26 or 27 position assembling within his home road/region territory that is leaving that territory in less than ten (10) working days from the date of his arrival on the gang.

It was agreed that in such a case involving an employee who is not agreeable to moving with his assignment and having an assembly point outside his home road/region territory, such employee will be allowed to vacate his assignment when it leaves his home road/region even though he was unable to provide the ten (10) working days notice specified in Section 5. (B).

If the foregoing correctly sets forth the understanding reached in conference, please sign in the space provided below.

Yours truly

W. E. Naro
General Director Labor Relations

AGREED:

/s/ D. D. Tanner
General Chairman, BMWE
/s/ L. R. Fenhaus
General Chairman, BMWE

/s/ D. E. McMahon
General Chairman, BMWE
/s/ W. F. Gulliford
General Chairman, BMWE

APPROVED:

/s/ R. B. Wehrli
Vice President, BMWE

/s/ E. L. Torske
VicePresident, BMWE

UNION PACIFIC RAILROAD COMPANY

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Wakonda, South Dakota 57073-6313

Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

This is in reference to the Implementing Agreement providing for the consolidation of system gang operations on the UPRR, WPRR, SPRR, C&NW, and D&RGW territories effective June 1, 1998.

Under Section 5.(C), the following provision exists:

“For the application of this provision, the term ‘home station’ means the employee’s residence except in instances where the residence is located off-line or off the employee’s home road/region territory in which case the home station will be an on-line station identified in the Carrier’s timetable that is within the employee’s home road/region territory and nearest the employee’s point of residence.”

Concern was raised that an employee’s home station as defined above could change without relocating his point of residence when trackage upon which his home station is located has been abandoned, leased or sold.

In consideration of this fact and concern, it is agreed an employee’s home station will not change when trackage upon which his home station is located has been abandoned, leased or sold. The employee’s home station will change only when his point of residence is relocated. For those employees who accept a relocation allowance in connection with an abandonment, lease or sale of trackage, the above provision of Section 5.(C), will be applicable.

This understanding applies to all past and future abandonments, leases and sales of trackage, except for those which occurred prior to an employee entering service.

APPENDIX "13"
Side Letter No. 6

If the foregoing correctly sets forth the understanding reached in conference, please sign in the space provided below.

Yours truly

W. E. Naro
General Director Labor Relations

AGREED:

/s/ D. D. Tanner
General Chairman,
BMW

/s/ D. E. McMahon
BMW General Chairman,

/s/ L. R. Fenhaus
General Chairman, BMW

/s/ W. F. Gulliford
General Chairman, BMW

APPROVED:

/s/ R. B. Wehrli
Vice President, BMW

/s/ E. L. Torske
Vice President, BMW

UNION PACIFIC RAILROAD COMPANY

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General Chairman/BMWE
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Wakonda, South Dakota 57073-6313

Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

This is in reference to our discussions concerning the Implementing Agreement for the establishment of the Consolidated System Gangs working under the Union Pacific BMWE Collective Bargaining Agreement, and the rules relative to recall to Group 20, 26 or 27 positions under the terms of the Collective Bargaining Agreement.

During our discussions, it was agreed that a standard letter for the recall of employees to Group 20, 26 or 27 positions on the Consolidated System Gangs would be utilized. Therefore, the following letter will be utilized for recall purposes:

Certified Mail
Return Receipt Requested

Mr. _____
SSN _____
Address _____
City, State, Zip Code _____

In accordance with the provisions of the Implementing Agreement for the establishment of Consolidated System Gangs, you are hereby recalled to Consolidated System Gang service as a _____ with headquarters of _____, on Gang Number _____, effective _____, _____. The starting time of the Gang is _____ M.

Per the terms of the Agreement, if you are a furloughed employee, you must return to service within seven (7) calendar days after receipt of this notice or you will be considered as having forfeited all seniority you have in Groups 20, 26 and 27.

APPENDIX "13"
Side Letter No. 7

If you are regularly assigned in a lower classification and being recalled to a higher classification, you must return to such higher class at the first opportunity or forfeit seniority in the classification to which you are being recalled. Normally, you will be released from your former position to report on the first date of the assignment's regular workweek, or as soon as provisions can be made. Your Supervisor or Manager may hold you on your former position for no more than ten (10) calendar days from the date of assignment.

You should immediately contact my office to advise of your intentions at Telephone 1-800-____ - _____. Any questions concerning your recall should likewise be directed to the above telephone number. You also should immediately contact this office to determine if you will require a physical examination in accordance with the "Union Pacific Railroad Medical Rules".

Assistant Director NPS
Mail Code PNG06
1416 Dodge Street
Omaha, Nebraska 68179-0001

Also, where the provisions of this Agreement conflict with the terms of any other agreement, this agreement will apply. Any other issues which are not specifically addressed herein, will be governed by the terms of the current Collective Bargaining Agreement between the Union Pacific Railroad and the Brotherhood of Maintenance of Way Employees. This Agreement will remain in effect until canceled, modified, or superseded pursuant to the provisions of the Railway Labor Act, as amended. If the above correctly sets forth with the parties understanding in this regard please affix your signature in the space provided hereinafter.

Yours truly

W. E. Naro
General Director Labor Relations

AGREED:

/s/ D. D. Tanner
General Chairman, BMWE

/s/ D. E. McMahon
General Chairman, BMWE

/s/ L. R. Fenhaus
General Chairman, BMWE

/s/ W. F. Gulliford
General Chairman, BMWE

APPROVED:

/s/ R. B. Wehrli
Vice President, BMWE

/s/ E. L. Torske
Vice President, BMWE

UNION PACIFIC RAILROAD COMPANY

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Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

This is in reference to the Implementing Agreement providing for the consolidation of system gang operations on UPRR, WPRR, SPRR, D&RGW and C&NW territories effective June 1, 1998, specifically Section 7. Which deals with the payment of one dollar (\$1.00) for each hour Group 20, 26 and 27 employees received straight time compensation during a qualifying six-month period and beyond, as applicable.

It is agreed that the provisions of Section 7 of the June 1, 1998 Implementing Agreement will replace Section 7 of the imposed Implementing Agreement of October 15, 1997 effective January 1, 1998. Further, the provisions of the new Section 7 will be applied retroactively with an effective date of January 1, 1998.

If the foregoing correctly sets forth the understanding reached in conference, please affix your signatures in the spaces provided below.

Yours truly
W. E. Naro
General Director Labor Relations

AGREED:
/s/ D. D. Tanner
General Chairman, BMWE
/s/ L. R. Fenhaus
General Chairman, BMWE

/s/ D. E. McMahon
General Chairman, BMWE
/s/ W. F. Gulliford
General Chairman, BMWE

APPROVED:
/s/ R. B. Wehrli
Vice President, BMWE

/s/ E. L. Torske
Vice President, BMWE

UNION PACIFIC RAILROAD COMPANY

Mr. David D. Tanner
General Chairman/BMWE
P. O. Box 850
100 East Sage Street
Lyman, Wyoming 82931

Mr. David E. McMahon
General Chairman/BMWE
Alhambra-Jay Building
930 Alhambra Blvd., Suite 260
Sacramento, California 95816-4426

Gentlemen:

This is in connection with the recent discussions concerning the Implementing Agreement for the establishment of the Consolidated System Gangs working under the Union Pacific BMWE Collective Bargaining Agreement, specifically Section 2 of that Agreement.

In our discussions, the concern was expressed relative to the Union Pacific employees who were transferred to the Southern Pacific Western Lines (hereinafter referred to as SPRR) Los Angeles Seniority Division and who also retained UPRR seniority pursuant to the Agreement dated September 30, 1997. These employees, prior to their transfer, had the opportunity to bid positions on Union Pacific System Gangs and establish seniority pursuant to the Union Pacific BMWE Collective Bargaining Agreement. Prior to the Implementing Agreement effective January 1, 1998 SPRR employees were assigned to System or Regional Gangs based on their Division seniority dates. It was apparent that dovetailing these transferred employees into the Consolidated System Rosters as SPRR employees would be improper because of their retention of UPRR Division and District seniority.

Therefore, it was agreed that employees who transferred to the SPRR from the UPRR pursuant to the September 30, 1997 Agreement would be considered part of the group of employees identified under Section 2.(B) of the Implementing Agreement for the establishment of Consolidated System Gangs. Further, these employees will retain the home road designation of "U" as outlined in Section 3 of the Implementing Agreement. Such handling, which may result in the changing of a seniority date will not be subject to further protest and the Carrier will not be liable for any claims or seniority protests arising out of the changes made pursuant to this Agreement.

If the foregoing correctly sets forth the understandings reached in conference, please sign in the space provided below.

Yours truly,

W. E. Naro
General Director Labor Relations

AGREED:
/s/ D. D. Tanner
General Chairman BMWE

/s/ D. E. McMahon
General Chairman BMWE

APPROVED:
/s/ R. B. Wehrli
Vice President (BMWE)

UNION PACIFIC RAILROAD COMPANY

Mr. David D. Tanner
General Chairman/BMWE
P. O. Box 850
100 East Sage Street
Lyman, Wyoming 82931

Mr. Leon R. Fenhaus
General Chairman/BMWE
45743 308th Street
Wakonda, South Dakota 57073-6313

Gentlemen:

This is in reference to the Implementing Agreement providing for the consolidation of system gang operations on UPRR, WPRR, SPRR, C&NW and D&RGW territories effective June 1, 1998, specifically Section 2 of that Agreement.

In our discussions, concern was expressed relative to the Chicago & North Western Employees whose seniority was dovetailed into the Union Pacific Nebraska Division and Eastern District seniority rosters and who also retained C&NW District 4 seniority pursuant to the Agreement dated May 14, 1997 and effective June 1, 1997.

It was agreed that such C&NW District 4 employees would be considered part of the group of employees identified under Section 2.(A) and 2.(B) of the Implementing Agreement for the establishment of Consolidated System Gangs. These employees will require dovetailing in the Group 20, 26 and 27 rosters with both "CW" and "U" designations where applicable. Such designation on the seniority roster will be indicated as "CU"

Further, it was agreed that such employees in active service making application for Group 20, 26 and 27 positions would be considered according to the designation reflecting the respective Collective Bargaining Agreement they are employed under at the time of application. Such employees in furlough status making application for a Group 20, 26 and 27 position would be considered according to the designation reflecting the respective Collective Bargaining Agreement they were employed under prior to furlough.

In applying Section 2(J) of the Agreement dated May 14, 1997, it was agreed any District 4 employees who are working on Consolidated System Gangs on January 1, 2003 would retain both "CW" and "U" (CU) designations until such time they return to employment on a District or Division assignment. The "home road" designation would then reflect the applicable railroad territory.

If the foregoing correctly sets forth the understanding reached in conference, please sign in the space below.

Yours truly

APPENDIX "13"
Side Letter No. 10

AGREED:

W. E. Naro
General Director Labor Relations

/s/ D. D. Tanner
General Chairman, BMW

/s/ L. R. Fenhaus
General Chairman, BMW

APPROVED:

/s/ R. B. Wehrli
Vice President, BMW

/s/ E. L. Torske
Vice President, BMW

UNION PACIFIC RAILROAD COMPANY

Mr. David D. Tanner
General Chairman/BMWE
P. O. Box 850
100 East Sage Street
Lyman, Wyoming 82931

Mr. David E. McMahon
General Chairman/BMWE
Alhambra-Jay Building
930 Alhambra Blvd., Suite 260
Sacramento, California 95816-4426

Mr. Leon R. Fenhaus
General Chairman/BMWE
45743 308th Street
Wakonda, South Dakota 57073-6313

Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

This is in reference to our discussions concerning the Implementing Agreement for the establishment of the Consolidated System Gangs working under the Union Pacific BMWE Collective Bargaining Agreement, and the rules relative to recall to positions under the terms of the Collective Bargaining Agreement.

Pursuant to Rule 23 of the Collective Bargaining Agreement recalls to higher rated positions, in most cases, has been based on the higher rate of pay. The language of the Implementing Agreement states, *? Respective rates of pay for positions assigned to the system operations listed herein will be established at the highest prevailing rates being allowed Maintenance of Way employees filling similar respective assignments...? .* As a result of incorporating this language, certain positions within a Group or classification were established with a higher rate of pay than previously paid. Concern was expressed that the Carrier would recall employees to the Consolidated System Gangs from like positions due to the new rates of pay.

Therefore, it was agreed that employees will not be recalled to like classifications which now have different rates of pay (i.e. Track Machine Operator to Track Machine Operator). For example, in applying this Understanding, the Carrier will not recall a TKO Operator to a Ballast Regulator Operator position when it is necessary to assign positions pursuant to Rule 20 (e).

Where the provisions of this Agreement conflict with the terms of the current Collective Bargaining Agreement, this agreement will apply. Any other issues which are not specifically addressed herein, will be governed by the terms of the current Collective Bargaining Agreement.

This Agreement will remain in effect until canceled, modified, or superseded pursuant to the provisions of the Railway Labor Act, as amended. If the above correctly

sets forth the parties understanding in this regard please affix your signature in the space provided below.

Yours truly

W. E. Naro
General Director Labor Relations

AGREED:

/s/ D. D. Tanner
General Chairman, BMW

/s/ D. E. McMahon
General Chairman, BMW

/s/ L. R. Fenhaus
General Chairman, BMW

/s/ W. F. Gulliford
General Chairman, BMW

APPROVED:

/s/ R. B. Wehrli
Vice President, BMW

/s/ E. L. Torske
Vice President, BMW

UNION PACIFIC RAILROAD COMPANY

Mr. David D. Tanner
General Chairman/BMWE
P. O. Box 850
100 East Sage Street
Lyman, Wyoming 82931

Mr. David E. McMahon
General Chairman/BMWE
Alhambra-Jay Building
930 Alhambra Blvd., Suite 260
Sacramento, California 95816-4426

Mr. Leon R. Fenhaus
General Chairman/BMWE
45743 308th Street
Wakonda, South Dakota 57073-6313

Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

This is in reference to the Implementing Agreement providing for the consolidation of system gang operations on UPRR, WPRR, SPRR, C&NW and D&RGW territories effective June 1, 1998.

Concern was raised that while Section 4. Of the Implementing Agreement satisfactorily dictates which employees will receive preference on most assignments in the exercise of seniority (i.e. bidding & bumping), it was determined Section 4. was not suitable for controlling Group 26(d-3) Truck Operator assignments. The problem stems from the fact that D&RGW employees have no such classifications or seniority for same under the terms of their Collective Bargaining Agreement.

In view of this fact and concern, it is agreed that D&RGW employees who possess DOT/CDL Non-Semi-Trailer Truck Operator qualifications and Track Subdepartment seniority on the effective date of the Implementing Agreement, and were at one time assigned to an Extra Gang or Roadmaster District Truck Operator position after their last hire date, will be given a Group 26(d-3) seniority date identical to the effective date of the Implementing Agreement and ranked with other D&RGW employees added to the roster in the order of their earliest seniority date in the Track Subdepartment. Further, all Group 26(d-3) assignments will be handled as follows:

(A) BIDDING

- (1) When bids are received from only "C", "S", and "W" designated employees, the employee listed on the applicable seniority roster with the superior seniority date/ranking will be assigned.

- (2) When bids are received from only "U" designated employees, the employee listed on the applicable seniority roster with the superior seniority date/ranking will be assigned.
- (3) When bids are received from only "D" designated employees, the employee listed on the applicable seniority roster with the superior seniority date/ranking will be assigned.
- (4) When bids are received from designated employees of more than one of the groups listed under (1), (2) and (3), the senior applicant of each group will be identified, and the employee with the senior hire date will be assigned.

(B) BUMPING

The exercise of seniority displacement rights by these employees will be controlled by the same principles explained in (A).

If the foregoing correctly sets forth the understanding reached in conference, please sign in the space below.

Yours truly

W. E. Naro
General Director Labor Relations

AGREED:

/s/ D. D. Tanner
General Chairman, BMW

/s/ D. E. McMahon
General Chairman, BMW

/s/ L. R. Fenhaus
General Chairman, BMW

/s/ W. F. Gulliford
General Chairman, BMW

APPROVED:

/s/ R. B. Wehrli
Vice President, BMW

/s/ E. L. Torske
Vice President, BMW

UNION PACIFIC RAILROAD COMPANY

Mr. David D. Tanner
General Chairman/BMWE
P. O. Box 850
100 East Sage Street
Lyman, Wyoming 82931

Mr. David E. McMahon
General Chairman/BMWE
Alhambra-Jay Building
930 Alhambra Blvd., Suite 260
Sacramento, California 95816-4426

Mr. Leon R. Fenhaus
General Chairman/BMWE
45743 308th Street
Wakonda, South Dakota 57073-6313

Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

This is in reference to the Implementing Agreement providing for the consolidation of system gang operations on UPRR, WPRR, SPRR, C&NW and D&RGW territories effective June 1, 1998, specifically Section 2(B).

During our discussions of the Seniority Rosters for the employees accorded a January 1, 1998 seniority date in Groups 20, 26 and 27 we determined the Carrier Gang Management System could only accommodate 999 names with a common or like seniority date. With the number of employees being granted a common seniority date in any classification in a Group, it was agreed the remaining employees with the common seniority date of January 1, 1998 in any classification would be listed and ranked on the applicable seniority roster with a seniority date of January 2, 1998. It was agreed employees who have the January 2, 1998 seniority date will be treated, for the purposes of this Implementing Agreement, as possessing a January 1, 1998 seniority date.

As the roster adjusts itself in the future, for whatever reason, the Carrier will periodically change the January 2, 1998 seniority dates to January 1, 1998 seniority dates until such time as the January 2, 1998 seniority dates are eliminated through attrition. No seniority rankings will be changed as a result of this adjustment in seniority dates.

If the foregoing correctly sets forth the understanding reached in conference, please sign in the space below.

Yours truly
W. E. Naro
General Director Labor Relations

AGREED:
/s/ D. D. Tanner
General Chairman, BMWE
/s/ L. R. Fenhaus
General Chairman, BMWE

/s/ D. E. McMahon
General Chairman, BMWE
/s/ W. F. Gulliford
General Chairman, BMWE

APPROVED:
/s/ R. B. Wehrli
Vice President, BMWE

/s/ E. L. Torske
Vice President, BMWE

UNION PACIFIC RAILROAD COMPANY

Mr. Leon R. Fenhaus
General Chairman/BMWE
45743 308th Street
Wakonda, South Dakota 57073-6313

Dear Sir:

In connection with the recent discussions concerning the Implementing Agreement for the establishment of the Consolidated System Gangs working on the UPRR, SPWL, D&RGW and C&NW territories under the Union Pacific BMWE Collective Bargaining Agreement.

In our discussions we addressed the Chicago & North Western (C&NW) Seniority District 3 and Seniority District 8 employees whose seniority was previously dovetailed into the Seniority District 9 seniority rosters while retaining C&NW Seniority District 3 or Seniority District 8 seniority rights pursuant to the terms of the Agreement effective January 25, 1993.

It was agreed that in applying Section 5 of the Agreement effective January 25, 1993, any Seniority District 3 or Seniority District 8 employees who are working on Consolidated System Gangs on January 24, 1999 and who still retain seniority on a Primary and Secondary Seniority District will be considered as working on their Primary Seniority District and will have their seniority dates removed from the Secondary Seniority District Rosters.

Where the provisions of this Agreement conflict with the terms of the current Collective Bargaining Agreement, this agreement will apply. Any other issues which are not specifically addressed herein, will be governed by the terms of the current Collective Bargaining Agreement. This Agreement will remain in effect until canceled, modified, or superseded pursuant to the provisions of the Railway Labor Act, as amended. If the above correctly sets forth the parties understanding in this regard please affix your signature in the space provided below.

AGREED:

Yours truly

/S/ L.R. Fenhaus

W. E. Naro
General Director Labor Relations

APPROVED:

/s/ E. L. Torske
Vice President (BMWE)

UNION PACIFIC RAILROAD COMPANY

Mr. Leon R. Fenhaus
General Chairman/BMW
45743 308th Street
Wakonda, South Dakota 57073-6313

Dear Sir:

In connection with the recent discussions concerning the Implementing Agreement for the establishment of the Consolidated System Gangs working on the UPRR, SPWL, D&RGW and C&NW territories under the Union Pacific BMWE Collective Bargaining Agreement.

It was agreed that the Consolidated System Gang Agreement does not restrict the Carrier's right to perform the same type of work in accordance with Rule 47 – Camp Cars or Rule 49 Interdivisional Gangs of the Chicago & North Western Collective Bargaining Agreement. It is understood that if Interdivisional Gangs are established in accordance with the Chicago & North Western Agreement the only types of work to be performed are Programmed Rail and/or Tie Renewal and Ballast work.

Where the provisions of this Agreement conflict with the terms of the current Collective Bargaining Agreement, this agreement will apply. Any other issues which are not specifically addressed herein, will be governed by the terms of the current Collective Bargaining Agreement. This Agreement will remain in effect until canceled, modified, or superseded pursuant to the provisions of the Railway Labor Act, as amended. If the above correctly sets forth the parties understanding in this regard please affix your signature in the space provided below.

Yours truly

W. E. Naro
General Director Labor Relations

AGREED:

/s/ L. R. Fenhaus

APPROVED:

/s/ E. L. Torske
VicePresident(BMWE)

**CONSOLIDATED SYSTEM GANG RATES OF PAY
EFFECTIVE AS OF DATE OF IMPLEMENTATION**

POSITION CLASSIFICATION	PPC	ST TIME	OVERTIME
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GROUP 26: TRACK SUBDEPARTMENT

(a) System Extra Gang Foreman

System Steel Gang Foreman	601	19.67	29.51
System Concrete Tie Gang Foreman	602	19.18	28.77
System Tie & Ballast Gang Foreman	603	18.73	28.10
System Tie Gang Foreman	604	18.73	28.10
System Switch Gang Foreman	605	18.73	28.10
System Curve Gang Foreman	606	18.73	28.10
System Distributing Gang Foreman	607	18.73	28.10
System Pick Up Gang Foreman	608	18.73	28.10
System Material Foreman	609	18.73	28.10

(b) System Assistant Extra Gang Foreman

System Assistant Foreman	616	16.60	24.90
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(c) System Gang Track Machine Operator

System Track Machine Operator (Track Liner Track Undercutter 25 ft Tie Injector TKO Gantry Cranes Clip Applicator Machine Clip Remover Machine Production Clip Applicator Tie Adzer/Ballast Kibber(TABK) Ballast Compactor Track Broom)	631	16.44	24.66
System Track Stabilizer	632	16.54	24.81
System Tamper Operator	633	16.72	25.08
System Ballast Regulator Operator	634	16.72	25.08
System Speed Swing Operator	635	16.72	25.08

POSITION CLASSIFICATION	PPC	ST TIME	OVERTIME
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(d) System Gang Truck Operator/Bus

System Gang Truck Operator Foreman	620	19.06	28.59
System Gang Semi Truck Operator***	627	17.65	26.48
System Gang Truck Driver***	625	16.44	24.66
System Gang Bus Operator	621	16.44	24.66

***Note: If the vehicle is equipped with hy-rails and the incumbent is qualified on hy-rails- a \$.20 per hour differential is paid to the incumbent (PPC 624 for two tons & 626 for Semi's)

(e) System Extra Gang Laborer**Special Power Tool Machine Operator (SPTMO)**

System Special Tool Machine Operator (Rail Centralizer/Liner Concrete Clip Applicator Manual Concrete Clip Remover)	643	15.84	23.76
System Tie Handler Operator	651	16.22	24.33
System Spike Driver Operator (Spike Driver Auto Gauger Spike Driver Automatic Spike Driver Auto Single Spike Driver Single Gauge)	652	16.22	24.33
System Crib Adzer Operator	653	16.35	24.53
System Heat/Cool Operator	654	16.35	24.53
System Abrasive Rail Saw Operator	655	16.01	24.02
System Spike Puller Operator (Spike Puller Dual Spike Puller Dual-Dual)	656	16.01	24.02
System Ride On Adzer Operator	657	16.01	24.02
System Rail Heat Treater	648	16.05	24.08

Roadway Power Tool Machine Operator (PTMO)

Sys Rdwy Power Tool Machine Opr	644	15.04	22.56
System Tie End Remover Operator	660	15.38	23.07
System Compressor Operator	661	15.73	23.60
System Power Jack Operator	662	15.49	23.24
System Ballast Router Operator	663	15.73	23.60
Sys Rail Lifter & Liner Operator	664	15.49	23.24
System Cribber Operator	665	16.01	24.02
Sys Spike Anchor Plucker Operator	666	15.49	23.24
System Spike Pickup Unit Operator	667	15.49	23.24
System Spike Retriever Operator	668	15.49	23.24
System Tie Plate Plucker Operator	669	15.73	23.60
System Dun-Rite Gauger Operator	670	15.49	23.24
System Adzing Machine Opr. (CR,DAC)	671	16.01	24.02

POSITION CLASSIFICATION	PPC	ST TIME	OVERTIME
System Tie Bed Scarifier Operator	672	16.01	24.02
System Track Air Operator	673	16.01	24.02
System Tie Saw Operator	674	15.79	23.69
System Anchor Applicator Operator	675	16.01	24.02
System Concrete Tie Rail Gauger Opr	676	15.41	23.12
System MORP Operator	677	15.41	23.12
System Power Tie Spacer Operator	678	16.01	24.02
System Plate Centering Machine Opr.	679	15.73	23.60
Roadway Power Tool Operator (PTO)			
System Roadway Power Tool Opr. (Power Tamper, Track Drills, Air Hammers, Heater Car, Bronco Tractor)	645	14.95	22.43
System Power Wrench Operator	681	15.73	23.60
System Spike Driver Operator (off-compressors)	682	15.49	23.24
System Tie Plate Broom Operator	683	15.49	23.24
System Tie Plug Inserter	684	15.49	23.24
System Tie Coater (skunk) Operator	685	15.49	23.24
System Spike Pullers (SPH)	686	15.49	23.24
Roadway Power Tool Machine Helper			
System Roadway Pwer Tool Mach Hlpr	689	15.61	23.42
Track Laborers			
System Track Laborer	641	14.75	22.13
System Tongman	642	15.04	22.56
GROUP 27 TRACK SUBDEPARTMENT			
Group 27			
System In-Track Welding Foreman	696	18.73	28.10
System Welding Foreman Arc/Thermite	609	18.73	28.10
System Arc/Thermite Welder	646	17.17	25.76
System Track Welder Machine	698	16.36	24.54
System Track Welder Helper	649	15.12	22.68

POSITION CLASSIFICATION	PPC	ST TIME	OVERTIME
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GROUP 20: ROADWAY EQUIPMENT SUBDEPARTMENT

(a) Roadway Equipment Operator

Roadway Equipment Operator Class I (DTL (5 cu yd +), Loco Crane (35 ton+)	970,971 972,975, 977	17.88	26.82
Rough Terrain Crane (35 ton +), Truck Crane (10 ton +), Brandt Power Unit System BUC Operator Mechanic**	691	3896.75/mo	
Assistant BUC Operator Mechanic	692	3760.95/mo	

** See agreement on BUC Operators for Overtime Rules

(a) Roadway Equipment Operator Continued

Roadway Equipment Operator Class II (Loco Crane <35 ton, Burro Crane, Undercutter (40 ft.), Rough Terrain Crane < 35 ton, Multi Crane, Scrap Loading Crane Crawler Backhoe, Gradeall, Crawler Excavator, Dragline, Grader Patrol (30,000 lbs.+), Bulldozer 235 HP+, Wagon Crane, Rubber Tire Scraper, OH Rail Crane, Material Handler 8000 lbs. +, Pettibone 360 Speed Swing)	980-987	17.19	25.79
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Roadway Equipment Operator Class III (Ditcher, Dragline < ¾ cu. Yd., Grader Patrol < 30,000 lbs, Bulldozer <235 HP, DTL 5 cu. Yd. cap., Jet Mobile Snow Blower Railcar Mover, Ditcher Spreader, Compactor, Service Truck, Water Truck >8,000 gallons, Brush Cutter, Ditchwitch with concrete saw, System DTL less than 5 cu. Yds. Cap.	990 639	16.65 16.72	24.98 25.08
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(b) Roadway Equipment Helper

Roadway Equipment Helper	102	15.61	23.42
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AGREEMENT**Between The****UNION PACIFIC RAILROAD COMPANY****And The****BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

This agreement establishes procedures for the establishment of System Bridge Gangs on the present territory of employees represented by the Brotherhood of Maintenance of Way Employes with the Chicago and North Western Transportation Company (C&NW) Agreement (effective June 1, 1985, as amended). **IT IS THEREFORE AGREED:**

Section 1.

(a) On the effective date of this agreement, the Carrier may establish no more than three (3) System Bridge Gangs to perform programmed work on the six (6) Bridge and Building seniority districts. Positions on these gangs will be bulletined on the six (6) seniority districts to all Bridge and Building Sub department employees holding seniority on such seniority districts.

(b) Positions for Common Machine Operators established to work with these gangs will be bulletined on the six (6) seniority districts.

(c) Bulletins and assignments will be made in conformity with the rules of the collective bargaining agreement. In making assignments the applicant's seniority in the class on their seniority district roster will be used. Where more than one employee has the same seniority date in the class the employee with the oldest seniority date in the next lower class **will** be considered senior. If all of the seniority dates in the successive lower classes are identical the oldest employee by age will be considered senior.

Section 2.

(a) Employees assigned to System Bridge Gangs will be allowed a daily meal per them allowance of \$30.10 per work day and will be furnished single occupancy lodging by the Company, for each work day plus one rest day, when such gangs are working away from their homes. Subsequent changes in the meal allowances in Rule 47 shall be applied proportionately to the meal allowance in this rule.

(b) The lodging for the one rest day is only applicable to one rest day when the employee is claiming Article XIV (Travel Allowance) reimbursement. Employees who are entitled to the Article XIV (Travel Allowance) reimbursement on their rest days and elect to not go home will be entitled to the meal allowance and Carrier furnished lodging when they remain at the work location.

(c) Employees assigned to System Bridge Gangs will be entitled to Article XIV (Travel Allowance) of the September 26, 1996 BMW National Mediation Agreement when applicable.

Section 3.

(a) Employees filling a position on a System Bridge Gang for a period of six (6) months or more as specified hereinafter, will receive one dollar (\$1.00) for each hour they received straight time compensation during the entire six-month period and beyond as applicable. This one dollar (\$1.00) allowance is not subject to future general wage increases or cost of living allowances unless agreed to otherwise.

(b) Employees' time under (a) of this section will be bridged from one position to another if;

- (1) such employees continue to fill a System Bridge Gang position.
- (2) such employees do not apply for and accept assignment to a bulletined position of a lower rate of pay than that vacated; and
- (3) such employees do not apply for and accept assignment on another gang for a bulletined position of the same rate of pay as that vacated.

(c) Employees assigned to System Bridge Gang positions who are displaced by senior employees or as a result of their position being abolished may:

- (1) elect to receive one dollar (\$1.00) for each hour they received straight time compensation during the period they satisfied the eligibility requirements of this section even though the period involved may be less than six (6) months; or
- (2) exercise seniority pursuant to the collective bargaining agreement to another System Bridge Gang position and all time of the former position and the new position will be bridged for purposes of receiving payment under this section.

These two (2) options relate to the application of this section and do not eliminate other privileges of displaced employees relative to the exercise of seniority under the terms of the collective bargaining agreement.

(d) Payment for a qualifying six-month period will be made within sixty (60) days of the end of that period. Payment for any time during which an employee continues to satisfy the eligibility requirements of this section following and continuous with a qualifying six-month period will be made semi-monthly with the issuance of the employee's regular pay vouchers. Employees electing to receive payment under (C)(1) will be required to make written application to:

Assistant Director NPS
Union Pacific Railroad Company
1416 Dodge Street PNG 06
Omaha, Nebraska 68179

Applications must specify the beginning and ending dates of the period for which payment is requested. Payments under (c) (1) will be made within sixty (60) days of the date the employee makes written application.

Section 4.

(a) When no bids are received from employees holding seniority, the position will be filled by assigning the senior qualified employee of the next lower class, successively, until the vacancy is filled.

(b) If the vacancy is not filled under the provisions of (a) above, the Carrier may recall the senior furloughed protected employee who holds seniority in the class in which the vacancy occurs from the seniority district on which the System Bridge Gang is working. An employee who does not respond to recall to a position on another zone of their seniority district will be subject to the provisions of the applicable employee protective conditions.

(c) If the vacancy is not filled under the provisions of (a) or (b) above such vacancy will be filled in accordance with the terms of the collective bargaining agreement.

(d) Employees who are force recalled to a position on a System Bridge Gang on their seniority district who are not agreeable to moving with their assignment and having an assembly point off their seniority district, must personally notify their supervisor at least ten (10) working days prior to their assignment leaving their seniority district. Employees who are force recalled to a position on a System Bridge Gang on their seniority district that is leaving that district in less than ten (10) working days from the date of arrival on the gang will be allowed to vacate their assignment when it leaves their home seniority district even though they were unable to provide the ten (10) working day notice. If given orally, written confirmation of same will be promptly furnished and, in any event, before the employees vacate their assignment. Employees, who do not provide such notice, will not be entitled to the provisions of this rule. Employees bidding or displacing on to a System Bridge Gang will not be entitled to the benefits of this rule.

(e) New employees hired for the System Bridge Gang will be assigned a seniority date on the seniority district where employed. If the employee's residence is not on the seniority district where employed or if another seniority district is closer to their residence they will have sixty (60) calendar days from the date they first draw compensation to advise the Carrier in writing that they elect to have their seniority rights established on the seniority district closest to their residence.

Employees hired as a Common Machine Operator on a System Bridge Gang for a machine which is utilized in both the Track and B&B Sub departments will be required to designate whether they desire their seniority on the basic Track or basic B&B roster.

Section 5.

(a) Should any disputes regarding the application of this agreement arise, the Parties shall meet in an attempt to resolve any and all issues as soon as possible. If the issues cannot be resolved mutually, then either party may submit a cancellation notice on or before December 31, 2002, which will result in the cancellation of this agreement in its entirety and an immediate return to the applicable agreement provisions that existed immediately prior to the implementation. If no cancellation notice is served on or before December 31, 2002 as indicated herein, all provisions of this agreement will remain in effect until canceled, modified or suspended pursuant to the provisions of the Railway Labor Act, as amended.

(b) The parties will not refer to this Agreement or any part of it in any subsequent judicial or administrative proceedings, negotiations or any other forum other than those concerned with adjudicating disputes arising under this Agreement.

This Agreement will become effective the first day of July, 2001.

Signed this 15th day of June, 2001

FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYES

FOR THE CARRIER

/S/ Leon R. Fenhaus
General Chairman

Dominic A. Ring
Director Labor Relations

/S/ E. L. Torske
Vice President

W. E. Naro
General Director Labor Relations

June 15, 2001

File- 210-16

Mr. L. R. Fenhaus
General Chairman BMW
45743308 th Street
Wakonda, South Dakota 57073

Dear Sir:

This has reference to the agreement providing for the establishment of System Bridge Gangs on the six (6) Bridge and Building seniority districts of the former Chicago and North Western.

In our discussion in reaching this agreement we discussed Section 3 of the agreement concerning the \$1.00 per hour provision and the meaning of straight time compensation. It was discussed that whether or not the \$1.00 was to be paid for vacation, holiday, personal leave days and other time not worked for the consolidated system gangs is presently before the National Railroad Adjustment Board for resolution.

It was agreed that the outcome of the arbitration award for the consolidated system gangs would govern the handling of the System Bridge Gangs. If the claims are sustained the Carrier will implement the \$1.00 per hour payment for vacation, holiday, personal leave days and other time not worked as of the effective date of the award. If the claims are denied the award will apply to the System Bridge Gangs.

If you are in agreement, please so indicate by signing below. This letter of agreement is made with the understanding that it is not to be considered precedent nor will it be cited in the future except for situations surrounding the above mentioned work.

Yours truly,

W. E. Naro
General Director Labor Relations

AGREED:

APPROVED:

/s/ Leon R. Fenhaus
General Chairman, BMW

/s/ E. L. Torske
Vice President, BMW

June 15, 2001

File: 210-16

Mr. L. R. Fenhaus
General Chairman BMW
45743308 1h Street
Wakonda, South Dakota 57073

Dear Sir

This has reference to the agreement providing for the establishment of System Bridge Gangs on the six (6) Bridge and Building seniority districts of the former Chicago and North Western. During our discussions several questions were raised. The following answers were agreed upon.

Questions and Answers

Section 2(a) first sentence reads as follows: *"Employees assigned to System Bridge Gangs will be allowed a daily meal per them allowance of \$30. 10 per work day and will be furnished single occupancy lodging by the Company for each work day plus one rest day when such gangs are working away from their homes."*

1. Q. Under this provision, am I only entitled to my meal per diem when I am working away from home?

1. A. No. You are entitled to your meal per diem for each work day. The term working away from home just means that this gang is mobile and does not limit your entitlements under this rule.

2. Q. Do I have to use Carrier provided lodging on each work day to be entitled to the daily meal allowance for each work day whether I stay in Carrier provided lodging or not?

2. A. No. You are entitled to the daily meal allowance for each work day you perform service whether you stay in Carrier provided lodging or not.

3. Q. Section 2(b) states that I am entitled to Carrier furnished lodging for each work day plus one rest day if I am claiming Article XIV Travel Allowance. How is this one rest day applied?

APPENDIX "14"
Side Letter No. 2

3. A. The rest day referenced in Section 2(a) is either the rest day prior to the start of your work week or at the end of your work week. For example, you are working from Monday through Friday, you drive 250 miles home on Friday evening for your rest days. However, you return on Sunday (one of your rest days) back to your work location you would be entitled to the Sunday night lodging provided by the Carrier. However, under Section 2(b), to be entitled to this provision you have to be claiming travel allowance which means the location is more than 50 miles from your home.

4. Q. Section 2(b) states that if I am entitled to claim the travel allowance and elect not to go home then I am entitled to my meal allowance and Carrier furnished lodging. If I remain at the work location how is this portion going to be applied?

4. A. For example, you are working Monday through Friday and are 250 miles away from home on Friday and you do not go home for your rest days. Then you are entitled to remain in the Carrier provided lodging at your work location for the weekend and also receive a meal allowance for Saturday and Sunday. However, to be entitled for this provision you have to be at a location more than 50 miles from home which would entitle you to claim Article XIV Travel Allowance.

If the foregoing, correctly sets forth the agreed upon questions and answers, please sign in the space provided below.

Yours truly,

W. E. Naro
General Director Labor Relations

AGREED:

 /S/ Leon R. Fenhaus
General Chairman, BMW

APPROVED:

 /S/ E. L. Torske
Vice President, BMW

NATIONAL RAILWAY LABOR CONFERENCE
1901 L STREET, N.W., WASHINGTON, D.C. 20036 AREA CODE 202-862-7200

CHARLES I. HOPKINS, JR.
Chairman

ROBERT BROWN
Vice Chairman

D. P. LEE
General Counsel

R. T. KELLY
Director of Labor Relations

December 11, 1981

Mr. O. M. Berge
President
Brotherhood of Maintenance
of Way Employes
12050 Woodward Avenue
Detroit, Michigan 48203

Dear Mr. Berge:

During negotiations leading to the December 11, 1981 National Agreement, the parties reviewed in detail existing practices with respect to contracting out of work and the prospects for further enhancing the productivity of the carriers' forces.

The carriers expressed the position in these discussions that the existing rule in the May 17, 1968 National Agreement, properly applied, adequately safeguarded work opportunities for their employees while preserving the carriers' right to contract out work in situations where warranted. The organization, however, believed it necessary to restrict such carriers' rights because of its concerns that work within the scope of the applicable schedule agreement is contracted out unnecessarily.

Conversely, during our discussions of the carriers' proposals, you indicated a willingness to continue to *explore ways and means of achieving a more efficient and economical utilization of the work force.

The parties believe that there are opportunities available to reduce the problems now arising over contracting of work. As a first step, it is agreed that a Labor-Management Committee will be established. The Committee shall consist of six members to be appointed within thirty days of the date of the December 11, 1981 National Agreement. Three members shall be appointed by the Brotherhood of Maintenance of Way Employes and three members by the National Carriers' Conference Committee. The members of the Committee will be permitted to call upon other parties to participate in meetings or otherwise assist at any time.

The initial meeting of the Committee shall occur within sixty days of the date of the December 11, 1981 National Agreement. At that meeting, the parties will establish a regular meeting schedule so as to ensure that meetings will be held on a periodic basis.

- 2 -

The Committee shall retain authority to continue discussions on these subjects for the purpose of developing mutually acceptable recommendations that would permit greater work opportunities for maintenance of way employees as well as improve the carriers' productivity by providing more flexibility in the utilization of such employees.

The carriers assure you that they will assert good-faith efforts to reduce the incidence of subcontracting and increase the use of their maintenance of way forces to the extent practicable, including the procurement of rental equipment and operation thereof by carrier employees.

The parties jointly reaffirm the Intent of Article IV of the May 17, 1968 Agreement that advance notice requirements be strictly adhered to and encourage the parties locally to take advantage of the good faith discussions provided for to reconcile any differences. In the Interests of improving communications between the parties on subcontracting, the advance notices shall identify the work to be contracted and the reasons therefor.

Notwithstanding any other provision of the December 11, 1981 National Agreement, the parties shall be free to serve notices concerning the matters herein at any time after January 1, 1984. However, such notices shall not become effective before July 1, 1984.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

Charles I. Hopkins, Jr.

I concur:

/s/O.M. Berge

October 12, 2001

L/R File: 210-36

Mr. L. R. Fenhaus
General Chairman, BMW
45743 308th St.
Wakonda, S. D. 57073

Dear Sir:

This is to confirm the various discussions that were had concerning Article VII – Travel Allowance, of the national agreement dated May 31, 2001, which established a "home station" for employees residing in states outside of the Carrier's system.

During those discussions, you pointed out that there were a number of employees represented by your committee who reside outside of the Carrier's system simply because the Carrier has sold, abandoned, or leased all of the track in the state in which they resided. It was agreed that the employees who are listed on the attachment hereto may continue to utilize their existing residences for purposes of claiming travel allowances under Article XIV of the September 26, 1996 National Agreement. However, should any of these employees change their residence, the provisions of Article XIV will apply.

It further was agreed that this understanding applies only to the identified employees, will not be considered a precedent, and will not be cited in future negotiations or in any other forum other than those concerned with adjudicating disputes arising under this understanding.

If the foregoing correctly sets forth the understanding reached in conference, please sign in the space provided below.

AGREED:

General Chairman, BMW

APPROVED:

Vice President, BMW

Yours truly,

W. E. Naro
General Director Labor Relations

ATTACHMENT

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