

APPENDIX "A"

The following is a snythesis of the current Holiday provisions of the National Agreement of August 21, 1954, as last amended in the National Agreement of December 11, 1981.

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

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

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

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

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

SECTION 2: A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the carrier is credited to the 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 day shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

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

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

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

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

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

SECTION 3: Under no circumstances will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a work day, a rest day, and/or a vacation day.

SECTION 4: 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.

APPENDIX "B"

The following is a synthesis of the current vacation provisions of the National Vacation Agreement of December 17, 1941, as last amended in the National Agreement of December 11, 1981.

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

(b) An annual vacation of ten consecutive work days with pay will be granted to each employee covered by this agreement who renders compensated service on not less than 110 days during the preceding calendar year and who has two or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than 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 of such years, not necessarily consecutive.

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

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

(e) An annual vacation of twenty-five consecutive work days with pay will be granted to each employee covered by this agreement who renders compensated service on not less than 100 days during the preceding calendar year and who has twenty-five or more years of continuous service and who, during such period of continuous service renders compensated service on not less than 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 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 workweeks.

(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 such days for an employee with less than 3 years of service; a maximum of 20 such days for an employee with 3 but less than 15 years of service; maximum of 30 such days for an employee with 15 or more years of service with the employing carrier.

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

(j) In instances where an employee who has become a member of the Armed Forces of the United States and returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding

his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(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 could so qualify for under Paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(l) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than 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.

2. An employee's vacation period will not be extended by reason of any of the 11 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 and New Year's Eve) or any day which by agreement has been substituted or is observed in place of any of the 11 holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

3. (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 of 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 30 days or more, if possible, but in no event less than 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.

4. 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 10 days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least 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.

5. The Carrier 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.

6. 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 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.

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

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

9. (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 25% 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.

10. 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.

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

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

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

APPENDIX "C"

CLASSROOM TRAINING PROGRAM

Whereas, it is the desire of the parties signatory hereto to establish classroom training programs for employees represented by the Brotherhood of Maintenance of Way Employees, it is mutually understood and agreed as follows:

1. These programs are intended to consist of classroom instruction at a location designated by the Carrier and consistent with the provisions of this agreement.
2. The classroom instruction period(s) will be established by the Carrier and may be changed and modified at the discretion of the Carrier.
3. The number and job classification of employees in training from any seniority district will be consistent with the needs of the Carrier.
4. Selection of active employees for classroom training will be based on ability, merit and seniority in the particular classification for which program is designed. Ability and merit being sufficient, seniority shall prevail.
5. Selected employees shall be furnished appropriate instructions and training material during the training period at the designated training facility.
6. Employee who, in the Carrier's opinion, does not show satisfactory aptitude to learn and perform the work, will be released from the training program and will return to their assigned position.
7. The rates of pay, rules and working conditions shall be governed by the provisions of the schedule agreements between the parties signatory hereto. No compensation will be allowed for time employees consume in such traveling.
8. The Carrier will provide meals and lodging for employees attending training sessions, beginning on

the night before the training session commences and continuing throughout the classroom training period. Transportation to and from the designated training location will be provided by the Carrier. An employee allowed to use his personal vehicle to travel to and from the Training Center in lieu of carrier-provided transportation will be allowed mileage expense in accordance with the current agreement and up to \$4.00 for a noon meal for each trip but not to exceed the cost of carrier-provided transportation. Employees failing to occupy such lodging facilities after accommodations have been reserved or employees failing to attend scheduled classroom session without a bona fide reason or pre-notifying the Company will be liable for cost of that portion of the lodging accommodations and meals.

9. This agreement supersedes agreement dated March 13, 1979, pertaining to training program for positions of Track Foremen and Assistant Track Foremen. Where rules, other agreements and practices conflict with this Agreement, the provisions of this agreement shall apply.

This Agreement is effective July 1, 1986, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed at St. Louis this 28th day of May, 1986.

FOR THE EMPLOYEES:

Sol Hammock Jr.
General Chairman, BMW

J. W. Pugh
General Chairman, BMW

D. E. DeLoach
General Chairman, BMW

FOR THE CARRIER:

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

APPENDIX "D"

It is mutually agreed to hereby amend the Union Shop Agreement and the current Agreements between the Norfolk and Western Railway Company (including former WAB) and its employees in the Engineering-MW Department represented by the Organization signatory hereto as follows:

1. Any employee who is promoted to a fully excepted position subsequent to the effective date of this Agreement may elect to continue to accumulate seniority within the craft represented by the organization signatory to this agreement so long as the employee pays the current applicable membership dues to the organization. In the event an employee elects not to pay dues to continue to accumulate seniority, the duly authorized representative of the organization shall notify the Carrier's highest officer designated to handle claims and grievances, with a copy to the employee involved. If within thirty (30) days after receipt of such notification, the employee has not become current in dues to the organization, the employee shall cease to accumulate seniority in the craft represented by the organization and the General Chairman shall so notify the Carrier and the employee involved.
2. An employee who was promoted to a supervisory, official or fully excepted position prior to the effective date of this agreement will continue to retain and accumulate seniority without payment of membership dues to the organization.
3. In the event an employee covered by the provisions of Paragraph 1 above, who elected to continue to accumulate seniority, is subsequently relieved from such position by the Carrier (other than through dismissal for cause), the employee shall be entitled to displace a junior employee in accordance with current agreement. In the event such an employee voluntarily relinquishes a promoted position, the

employee shall be entitled to displace the junior active employee on the roster or bid on a bulletined vacancy.

For the:

Brotherhood of Maintenance of
Way Employees



General Chairman


General Chairman


General Chairman

For the:

Norfolk and Western Railway
Company


Assistant Vice President
Labor Relations

APPENDIX "D"

AGREEMENT

This agreement made this 21st day of June, 1957, by and between the Norfolk and Western Railway Company and the employees thereof represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

Section 1. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

Section 2. This agreement shall not apply to employees while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this agreement. However, such excepted employees are free to be members of the organization at their option.

Section 3. (a) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other

employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

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

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

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

Section 4. Nothing in this agreement shall require an employee to become or to remain a member of the organization if such

membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

Section 5. (a) Each employee covered by the provisions of this agreement shall be considered by the Carrier to have met the requirements of the agreement unless and until the Carrier is advised to the contrary in writing by the organization. The organization will notify the Carrier in writing by Certified or Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the rules and working conditions agreement. The form of notice to be used shall be agreed upon by the Carrier and the organizations involved and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the Carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Certified or Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by Certified or Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the organization, by Certified or Registered Mail, Return Receipt Requested, or by personal delivery, evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

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

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

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

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

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the organization or the

employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

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

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

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

(f) The General Chairman of the organization shall notify the Carrier in writing of the title(s) and address(es) of its

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

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

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

Section 7. An employee whose seniority and employment under the rules and working conditions agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the organization or other employees based upon an alleged violation, misapplication or 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 (a) of this Section shall not become effective unless and until the Carrier and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include but not be restricted to the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

Section 11. This agreement shall become effective on September 1, 1957, 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 Norfolk and Western Railway Company and those employees thereof 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.

Signed at Roanoke, Va., this 21st day of June, 1957.

(Signatures omitted)

APPENDIX "D"

MEMORANDUM AGREEMENT

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

This Memorandum Agreement shall be attached to and made a part of the Union Shop Agreement signed this date.

Signed at Roanoke, Virginia, this 21st day of June, 1957.

(Signatures omitted)

APPENDIX "E"

AGREEMENT BETWEEN THE
NORFOLK AND WESTERN RAILWAY COMPANY
AND THE
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

IT IS AGREED by and between the Norfolk and Western Railway Company (hereinafter referred to as the "Carrier") and the employees represented by the Brotherhood of Maintenance of Way Employees (hereinafter referred to as the "Brotherhood") that the following shall govern effective with deductions made from wages earned in the first payroll period of December, 1979.

SECTION 1.

(a) Subject to the terms and conditions of this Agreement, Carrier shall, without cost, deduct from wages due employees represented by the Brotherhood, sums for initiation fees, periodic dues, and assessments (not including fines and penalties), which are uniformly required as a condition of acquiring or retaining membership in the Brotherhood. Such deductions shall be made only upon the written and unrevoked authorization of the employee in the form agreed upon by the parties hereto, copy of which is attached and made a part hereof, designated as Form "A." The signed authorization may be revoked in writing at any time after the expiration of one year from the date of its execution, or upon the termination of this Agreement, or upon the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner. Revocation of the authorization shall be in the form agreed upon by the parties hereto, copy of which is attached and made a part hereof, designated as Form "B."

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

SECTION 2.

Deductions as provided for herein will be made monthly from the wages earned in the first payroll period of each month beginning

December, 1979.

(a) Additions and changes for subsequent months will be made in the following manner:

(i) A list containing additions to the initial list shall be furnished to the Carrier by the Brotherhood at least ten (10) days prior to the closing date of the first payroll period of the month in which the payroll deduction will be made. This list will be accompanied by Form "A" for each employee and will conform to Form "D" attached hereto.

(ii) A list containing changes in amount of money to be thereafter deducted, or changes in lodge number, shall be furnished to the Carrier by the Brotherhood at least ten (10) days prior to the closing date of the first payroll period of the month in which the payroll deduction will be made. This list will conform to Form "E" attached hereto.

(iii) A list containing the names of employees who have revoked their deduction authorization, together with a copy of their Form "B," shall be furnished to the Carrier by the Brotherhood at least ten (10) days prior to the closing date of the first payroll period of the month in which the next payroll deduction is to be made. This list will conform to Form "F" attached hereto.

SECTION 3.

A list containing the names and Social Security numbers of employees from whose wages extra deductions (in addition to the regular deductions) shall be made, shall be furnished to the Carrier by the Brotherhood at least ten (10) days prior to the closing date of the first payroll period of the month in which the payroll deduction will be made. Such list will show the extra amount to be deducted on the payroll period. The list will conform to Form "G" attached hereto.

SECTION 4.

No deductions will be made from the wages of any employee who does not have due to him for the payroll period specified an amount

equal to the sum to be deducted in accordance with this Agreement, after all deductions for the following purposes have been made:

- (a) Federal, State and County and Municipal taxes.
- (b) Any amount due to the Norfolk and Western Railway Company.
- (c) Other deductions required by law, such as court orders, bankruptcy orders, garnishments, assessments, etc.
- (d) Premiums on any life insurance, hospital-surgical insurance, group accident or health insurance or group annuities.
- (e) Other valid assignments and deductions, such as Railroad Y.M.C.A., credit unions, United Fund and U. S. Savings Bonds.

SECTION 5.

The Carrier shall remit to the officer designated by the Brotherhood the amounts deducted from the wages of employees who have authorized such deductions once each month, but not later than the fifteenth day of the month following the month in which deductions are made. The remittance will be accompanied by information for each local lodge which will include the employee's name, Social Security number and the amount of union dues deducted from the pay of each employee.

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

This Agreement shall become effective as of December 1, 1979, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Roanoke, Virginia, this 19th day of October, 1979.

(Signatures and Attachments omitted)

APPENDIX "F"

ARTICLE IV - CONTRACTING OUT:

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

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

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

Existing rules with respect to contracting out on individual properties may be retained in their entirety in lieu of this rule by an organization giving written notice to the carrier involved at any time within 90 days after the date of this agreement.

(From National Agreement of May 17, 1968)

APPENDIX "G"

ARTICLE XI - ENTRY RATES

Section 1 - Service First 24-Months

Except as otherwise provided in this Article XI, employees entering service on and after the effective date of this Article on positions covered by an agreement with the organization signatory hereto shall be paid as follows for all service performed within the first twenty-four (24) calendar months of service:

(a) For the first twelve (12) calendar months of employment, new employees shall be paid 85% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered and for the second twelve (12) calendar months of employment new employees shall be paid 92% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered. However, an employee promoted to a higher class shall not be paid at a rate of pay lower than the rate he would have been paid had he remained in the lower class.

(b) When an employee has completed a total of twenty-four (24) calendar months of employment in any maintenance of way position (or combination thereof) the provisions of sub-paragraph (a) above will no longer be applicable. Employees who have had a maintenance of way employment relationship with the carrier and are rehired in a maintenance of way position will be paid at the full applicable rate after completion of a total of twenty-four (24) calendar months combined employment.

(c) Employees who have had a previous employment relationship with a carrier in a craft represented by the organization signatory hereto and are subsequently hired by another carrier after the date of the Agreement shall be covered by this Article, as amended. However, such employees will receive credit toward completion of the entry rate 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 re-employment.

(d) Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or

dismissal shall not count toward completion of the twenty-four (24) month period.

(e) The reduced rates provided by this Article are applicable to trackmen; extra gangmen; sectionmen; all laborers, gardeners, farmers and helpers; firemen; upgraded mechanics; flagmen, gatemen and watchmen; and roadway equipment and machine operators who have not established seniority as such.

Section 2 - Preservation of Lower Rates

Agreements which provide for training or entry rates that are lower than those provided for in Section 1 are preserved. However, if such agreements provide for payment at a lower rate for less than the first twenty-four (24) calendar months of actual service, Section 1 of this Article will be applicable during any portion of that period in which such lower rate is not applicable.

(From National Agreement signed December 11, 1981)

APPENDIX "H"

ARTICLE IV - JURY DUTY

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

- (1) An employee must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- (4) When an employee is excused from railroad service account of jury duty the Carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- (5) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days on which jury duty:
 - (a) ends within four hours of the start of his assignment; or
 - (b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.

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

(From National Agreement signed October 30, 1978)

APPENDIX "I"

ARTICLE VII - BEREAVEMENT LEAVE

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

(From National Agreement signed October 30, 1978)

APPENDIX "J"

ARTICLE X - PERSONAL LEAVE

Section 1

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

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

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

Section 2

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

a position vacated among other employees covered by
the agreement with the organization signatory hereto.

(From National Agreement signed December 11, 1981)

APPENDIX "K"

ARTICLE IV - EMPLOYEE INFORMATION

Commencing June 1975, the carriers will provide each General Chairman with a list of employees who are hired or terminated, their home addresses, and Social Security numbers if available, otherwise the employees' identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within 30 days after the month in which the employee is hired or terminated. Where railroads can not meet the 30-day requirement, the matter will be worked out with the General Chairman.

(From National Agreement signed January 29, 1975)

APPENDIX "L"

MEMORANDUM AGREEMENT
(Eastern Region Only)

THE PARTIES HERETO AGREE:

Effective May 15, 1962, Memorandum Agreement signed at Roanoke, Virginia, on August 27, 1956, providing for employees to be furnished by the Railway Company whenever a Speno Ballast Cleaning Machine is used by the Norfolk and Western Railway Company for ballast cleaning is cancelled and substituted with the following:

Whenever a Speno Ballast Cleaning Machine is used by the Norfolk and Western Railway Company for ballast cleaning, the Company will furnish a foreman, one cook and two front end operators at rate of \$2.435 per hour and three rear end operators at rate of \$2.405 per hour.

No claims will be made in behalf of any employees covered by the agreement with the Brotherhood of Maintenance of Way Employees because of any work performed by the foreman-mechanic, an employee of the Frank Speno Railroad Ballast Cleaning Company, Inc., in connection with making repairs to the Speno Ballast Cleaning Machine or supervising or instructing the operators in connection with the operation of the machine. However, this foreman-mechanic will not be used to perform work normally performed by the operators assigned to this machine except that he may perform such work as necessary in connection with instructing the operators concerning the proper performance of their work.

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

Signed at Roanoke, Virginia, this 30th day of April, 1962.

(Signatures Omitted)

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