

NORFOLK AND WESTERN RAILWAY COMPANY

AGREEMENT

BETWEEN THE

NORFOLK AND WESTERN RAILWAY COMPANY

AND

MAINTENANCE OF WAY EMPLOYEES

(NORFOLK AND WESTERN AND FORMER WABASH)

REPRESENTED BY

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

EFFECTIVE JULY 1, 1986

Superseding Issue Effective January 1, 1975 (NW) and
December 1, 1963 (WAB)

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RULE 1 - SCOPE

These rules govern the rates of pay, hours of service and working conditions of all employees in the track sub-department and bridge and building sub-department of the Maintenance of Way and Structures Department listed in this rule, and other employees performing similar work recognized as belonging to and coming under the jurisdiction of the track and bridge and building sub-departments of the Maintenance of Way and Structures Department, but do not apply to supervisory forces above the rank of foreman.

The scope of this Agreement will also apply to employees used in the operation of power driven machines hereafter introduced in the Maintenance of Way Department and in the Roadway Material Yard at Roanoke.

RULE 2 - SENIORITY GROUPS, CLASSES AND GRADES

(a) For the purpose of applying seniority, the employees covered by this Agreement shall be divided into seniority Groups, Classes and Grades as follows:

Group 1 - Track Sub-Department

- Track Foremen
- Assistant Track Foremen
- Trackmen
- Electric Welders
- Thermit Welders
- Gas Welders
- Electric Welder Helpers
- Thermit Welder Helpers
- Gas Welder Helpers
- Track Machine Operators
- Track Machine Laborers or Helpers
- Assistant Crane Operators (Eastern Region)
- Highway Crossing Watchmen
- Leading Roadway Machine Repairmen
- Roadway Machine Repairmen
- Roadway Machine Repairmen Helpers
- Semi-Tractor Trailer Operators
- System Cooks

Group 2 - B&B Sub-Department (Divisions)

Class 1:

One roster to include the following Grades:

- Grade 1 - Carpenter Foremen

- Grade 2 - Assistant Carpenter Foremen or Lead Carpenter
- Grade 3 - 1st Rate Carpenters
- Grade 4 - 2nd Rate Carpenters (Eastern Region only)
- Grade 5 - 3rd Rate Carpenters (Eastern Region only)
- Grade 6 - Carpenter Helpers
- Grade 7 - Water Service Foremen

Class 2:

One roster to include the following Grades:

- Grade 1 - Mason Foremen (Eastern Region only)
- Grade 2 - Masons (Eastern Region only)
- Grade 3 - Mason Helpers (Eastern Region only)
- Grade 4 - Mason Laborers (Eastern Region only)

Class 3:

One roster to include the following Grades:

- Grade 1 - Painter Foremen
- Grade 2 - Painters
- Grade 3 - Painter Helpers

Class 4:

One roster to include the following Grade:

- Grade 1 - Pump Repairmen (Eastern Region only)

Class 5:

One roster to include the following Grade:

- Grade 1 - Camp Car Cooks

Group 2-A - B&B Sub-Department (Region)

Class 1:

One roster to include the following Grades:

- Grade 1 - Carpenter Foremen (Eastern Region only)
- Grade 2 - 1st Rate Carpenters (Eastern Region only)
- Grade 3 - 2nd Rate Carpenters (Eastern Region only)
- Grade 4 - Carpenter Helpers (Eastern Region only)

Class 2:

One roster to include the following Grades:

Grade 1 - Camp Car Cooks (Eastern Region only)

Group 2-B - B&B Sub-Department (System)

Class 12:

One roster to include the following Grade:

Grade 1 - Utility Carpenter

Group 3 - Roadway Material Yard-Roanoke

Class 1:

One roster to include the following Grades:

Grade 1 - Crane Operators (gas and diesel) and
Bulldozer Operators

Grade 2 - Crane Leaders

Grade 3 - Utility Mechanics

Grade 4 - Utility Helpers

Grade 5 - Leading MW Mechanic

Grade 6 - MW Mechanics

Grade 7 - Leading Roadway Machine Repairmen

Grade 8 - Roadway Machine Repairmen

Grade 9 - Roadway Machine Repairmen Helpers

Class 2:

One roster to include the following Grade:

Grade 1 - Laborers

(b) Employees having an employment relationship with the Carrier shall establish and accumulate seniority in the track Sub-Department (Group 1) in one of the following seniority districts:

<u>SENIORITY DIVISIONS</u>	<u>SENIORITY REGION</u>	<u>MILE POST LIMITS</u>	<u>DIVISION SENIORITY CONSIST</u>
Norfolk	Eastern	N-0.0 - N-255.6	Norfolk to Roanoke, including all branch lines and Norfolk Terminal.
Roanoke	Eastern	N-255.6 - N-360.5	Winston-Salem to Hagerstown, Roanoke to

<u>SENIORITY DIVISIONS</u>	<u>SENIORITY REGION</u>	<u>MILE POST LIMITS</u>	<u>DIVISION SENIORITY CONSIST</u>
			Bluefield, Roanoke to Kelleysville, Walton to Bristol and all branch lines.
Pocahontas	Eastern	N-360.5 - N-470.0	Bluefield to Williamson, Bluefield to Norton, Kelleysville to Deepwater and all branch lines.
Scioto	Eastern	N-470.0 - M.P. 111	Williamson to Sandusky Portsmouth to Cincinnati and all branch lines.
Detroit	Western (WAB)	M.P. 0.0 - M.P. 20.0	Detroit to Romulus.
Ft. Wayne	Western (WAB)	M.P. 20.0 - M.P. 205.0	Romulus to Peru, Maumee, Delta and Gary Districts and all branch lines.
Decatur	Western (WAB)	M.P. 205.0 - M.P. 514.4 M.P. 376.5 - M.P. 474.0 M.P. 8.0 - M.P. 153.3 M.P. 107.0 - M.P. 167.3	Peru to Hannibal Decatur to Mitchell Landers to Bement Maroa to Farmdale Junction and all branch lines.
St. Louis Term.	Western (WAB)	M.P. 474.0 - M.P. 484.5 M.P. 2.0 M.P. 21.4	Mitchell to Brooklyn St. Louis to St. Charles including all former IT Terminal and Luther Line.
Moberly	Western (WAB)	M.P. 514.4 - M.P. 69.9	Hannibal to Moberly

<u>SENIORITY DIVISIONS</u>	<u>SENIORITY REGION</u>	<u>MILE POST LIMITS</u>	<u>DIVISION SENIORITY CONSIST</u>
		M.P. 21.4 -	St. Charles to
		M.P. 275.0	Kansas City
		M.P. 148.0 -	Moberly to Des Moines
		M.P. 337.4	and all branch lines.

(c) On the former NW an employee entering the service after December 1, 1983 shall establish seniority on the Eastern Region. Divisions will be shown for identification purposes only.

(c-1) On the former Wabash only new employees employed subsequent to December 1, 1983, will not be required to exercise their seniority beyond their Division boundary (terminal boundaries in the case of St. Louis and Detroit) although they may voluntarily do so. This does not apply to those employees who customarily hold system seniority such as those in the various Grade, Class and Groups applying to various machine operators and rail gang operations.

(d) The seniority dates in the respective Group, Class and Grade of employees in service prior to December 1, 1983 shall be the seniority dates they held immediately prior to the effective date of this Agreement.

(e) Prior rights means the seniority rights of each affected employee by geographical boundary, Group, Class and Grade, as such rights existed under Agreement in effect immediately prior to December 1, 1983.

- (1) Foremen, Assistant Foremen and Trackmen who, prior to December 1, 1983, held seniority rights on a Roadmaster's District will maintain prior rights to positions on fixed section gangs and on floating section gangs on their former seniority districts.
- (2) Employees who, prior to December 1, 1983, held seniority rights on former division gangs will maintain prior rights to positions bulletined as division gangs.
- (3) Employees who, prior to December 1, 1983, held seniority rights on former system gangs will maintain prior rights to positions bulletined as Eastern Region gangs, former system gangs.

- (4) Employees holding seniority rights prior to December 1, 1983, shall not be required to exercise their seniority beyond that embraced by their prior seniority; nor will their failure to exercise such seniority rights have any adverse effect of their merger or other employee protection conditions.
- (5) Floating section gangs will be advertised to the divisions with the territory where the gang is to start work specified in the bulletin. Employees will be assigned in accordance with their prior rights. Should an employee with prior rights seniority on a gang move from one prior rights territory to another, such employee may choose to stay within the confines of his prior rights territory and leave the gang provided he is not displaced within ten (10) calendar days by an employee holding prior rights in the territory to which the gang moves.

Carrier will primarily use fixed headquarters and floating section gangs on routine maintenance.

(f) Qualified foremen will be employed to perform track inspection work at a commensurate foreman's rate of pay. Prior right section forces will be given preference for such work. The positions shall be bulletined and assigned to work on a division basis and will be capable of performing any work within the foreman class as well as track inspection. Payment of expenses will be governed by the provisions of the applicable Agreement.

NOTE:

Each qualified foreman must have -

- (1) At least -
 - (i) 1 year of experience in railroad track inspection;or
 - (ii) A combination of experience in track inspection and training from a course in track inspection or from a college level educational program related to track inspection;
- (2) Demonstrated that he -
 - (i) Knows and understands the requirements of this part;
 - (ii) Can detect deviations from those requirements; and
 - (iii) Can prescribe appropriate remedial action to correct or safely compensate for those deviations.

(g) In order to prevent dispute among the parties it is understood that those former Virginian employees working under the agreement effective July 1, 1946, will be able to exercise their seniority to positions advertised under Section (e)(5), floating section gangs, and section (f), track inspection. They will be assigned to such positions in accordance with their seniority in conjunction with employees working under the January 1, 1975 Agreement holding prior rights in the territory covered by the advertisements of said positions. However, the former Virginian employees will not be able to exercise their seniority to or work on such positions covering territory outside the geographical boundaries of their seniority or advertised to cover territory, in whole or part, outside the geographical boundaries of their seniority.

RULE 3 - SENIORITY - ESTABLISHMENT OF

(a) Persons entering the service will not establish seniority until their applications have been approved, they have passed physical examination, and have otherwise satisfactorily met the Company's requirements for persons entering service. Rejection, if made, will be within sixty calendar days after the person performs first service in the Grade in the Class and Group employed. When persons entering service have met the Company's entrance requirements or have not been rejected within sixty calendar days, their seniority will be established as of the date pay started in the seniority Grade in the Class and Group employed. When two or more new employees establish seniority in the same seniority Grade, Class and Group on the same date, the employing officer will determine the respective seniority standing of such employees via alphabetical ordering of their last names.

(b) Employees already in the service going to positions in a seniority Grade, Class and Group in which they have not previously established seniority will establish seniority in the new seniority Grade, Class and Group as of the date of the bulletin making such assignment.

(c) Where two or more employees already in the service establish seniority in a new seniority Grade, Class and Group on the same date, the supervisory officer will determine their respective seniority standing in the new seniority Grade, Class and Group on the basis of the earliest seniority date held on other seniority rosters under this agreement.

(d) Employees will retain and accumulate seniority established in any seniority Grade or Grades on any roster or rosters provided for in Rule 2 while governed by the rules of this agreement.

(e) In case of change in seniority districts, a relative proportion of the total employees affected will be transferred to and their seniority rights adjusted in the revised district, by the management, with a committee representing the employees.

(f) Western Region only -

Employees voluntarily transferring from one sub-department to another will retain and continue to accumulate seniority in the sub-department from which transferred for a period of sixty (60) calendar days, but if they fail to return to the sub-department from which transferred within sixty (60) calendar days, they will lose all seniority rights previously held in the sub-department from which transferred.

RULE 4 - SENIORITY ROSTERS

(a) Seniority rosters of employees as provided for in Rule 2 will be separately compiled. Copies will be furnished Foremen, General Chairman and Local Chairmen, and be posted at convenient places available for inspection by employees interested.

Rosters will show the names of the employees and their seniority date or dates established under the rules of this agreement, except that names of laborers will not be included and their seniority rights will not apply until they have been in service of the Company in excess of sixty days. In computing service, the preponderating portion of each pay period will be recognized.

Rosters will be revised in January of each year and will be open to correction for a period of sixty days from date roster is posted.

(b) Any dating which remains unchanged on two successive rosters shall not be open to any question thereafter.

If a name is omitted from the seniority list this rule does not bar consideration of such cases upon the merits, providing request is made within two years from the date of the alleged service

performed upon which the employee desires to establish seniority, but the burden of showing that the omission was erroneous rests upon the person claiming seniority despite the omission.

RULE 5 - SENIORITY RIGHTS

(a) Seniority rights of employees will be restricted to seniority established in a Grade or Grades on any seniority roster or rosters, and, except as provided for in Rule 8(f) and Section (b) of Rule 11, they will have the right to exercise their preference to positions to which their seniority entitles them when forces are reduced, positions abolished, vacancies occur, new positions are created, and as provided for in Rule 17.

(b) Employees holding seniority rights in one or more of Groups 1, 2, 2-A, 2-B shall forfeit all seniority in such Groups should they be permitted to establish seniority rights in Group 3. In the event Group 3 employees are permitted to establish seniority rights in Groups 1, 2, 2-A and 2-B, they shall forfeit all seniority in Group 3.

RULE 6 - APPLICATION PRIVILEGES

(a) Employees holding seniority in Group 1 or 2 are extended the privilege of making application for bulletined positions in any Grade in any Class in Groups 1 and 2.

(b) Employees holding seniority rights in Group 3 are extended the privilege of making application for bulletined positions in any Grade in Class 1 in Group 3.

(c) Positions of Utility Carpenters will be advertised on the territory to which the position will cover. Should the advertisement cover more than one (1) seniority district, the senior qualified applicant off each district will be assigned the position if more than one position exists on that territory. Applications for positions of Utility Carpenters will be accepted from employees covered by Rule 2, Group 2-B, Class 12, Grade 1 and Group 2, Class 1 and Group 2-A, Class 1. These positions will be advertised by the Mechanical Department in accordance with this agreement.

(d) Employees assigned to positions of Utility Carpenters will perform any duty related to maintenance and repair of Mechanical Department facilities coming under the scope of the current agreement.

RULE 7 - DECLINING TO MAKE APPLICATION

Employees declining to make application for bulletined positions shall not lose their seniority.

RULE 8 - BULLETINING AND FILLING POSITIONS

(a) Permanent vacancies and permanent new positions (except positions covered by Rule 20) will be bulletined for a period of fifteen days within fifteen days previous to or ten days following the date the vacancies occur or new positions are established. The name of the employee applying for and awarded the position will be announced by bulletin within twenty days from date of the advertisement bulletin. Bulletins advertising positions and announcements under such bulletins will be posted at the headquarters of each gang or at places accessible to employees not in gangs, and copy furnished to General Chairman.

(b) Temporary positions and temporary vacancies will be bulletined as such before or at the expiration of thirty calendar days in accordance with provisions of Section (a) of this Rule 8.

(c) Bulletins covering new positions and vacancies in existing positions shall be posted on a regional basis and specify the geographical extent to which the position(s) are to be worked (e.g., district, division, regional).

(d) Assignments shall be made:

- (1) On the basis of prior rights to the senior employee holding seniority by the geographical boundary, Group, Class and Grade bulletined.
- (2) Those furloughed employees and employees who are working in lower grades or ranks within the principles outlined in No. 1.

- (3) In the event position is not filled by employees from 1 and 2 above, the preference to fill the position will be given to employees holding seniority in each successive lower grade within the geographic boundary of the Group and Class of the position bulletined.
- (4) If the position is not filled by 1 through 3 above, preference to filling the position would be given to the senior employee on the Division in accordance with the principles set forth in No. 3.
- (5) If the position is not filled by 1 through 4 above, preference to filling the position would be given to the senior employee on the Region in accordance with the principles set forth in No. 3.

In application of 3, 4 and 5, seniority shall prevail if fitness and ability are sufficient, of which management shall be the judge, subject to appeal pursuant to Rule 30.

(e) All employees, bidding to positions other than Trackman or Helper and who are subsequently awarded such position, must hold and remain on the awarded position for no less than 90 calendar days unless they are displaced by a senior employee. This provision will not apply when an employee is bidding to upgrade himself. However, this provision will apply to the higher position when it is awarded to the employee.

(f) If any employee has the opportunity to bid a position and does not bid, the employee will not be allowed to displace that position or any other position on that gang until displaced from a subsequent position.

RULE 9 - FORM OF BULLETIN

Norfolk and Western Railway Company
Maintenance of Way Department

BULLETIN NO. _____

(Place)

(Date)

ALL CONCERNED:

The following position(s) is (are) bulletined for bids, applications for which will be received from _____ to _____, inclusive:

POSITION:

RATE OF PAY:

FIRST DAY OF WORK:

ASSIGNED REST DAYS:

PRESENT POINT OF LOCATION:

PERMANENT OR TEMPORARY:

REMARKS: (Include opposite "Remarks," where necessary, information as to hours of assignment or any special conditions surrounding the position or positions.)

Those desiring to bid on the position(s) should make written application to the undersigned within the period specified above.

(Name)

(Title)

Copy: _____
General Chairman

RULE 10 - FORM OF ASSIGNMENT

Norfolk and Western Railway Company
Maintenance of Way Department

BULLETIN NO. _____

(Place)

(Date)

ALL CONCERNED:

Position(s) as _____ advertised for bids by
Bulletin No. _____, dated _____, is (are) awarded as
follows:

Awarded to _____

Now located at _____

Remarks _____

(Name)

(Title)

Copy: _____
General Chairman

RULE 11 - QUALIFYING

(a) Employees already in the service and who become assigned or appointed to bulletined positions in a seniority Grade in a Class and Group in which they have not established seniority and fail to qualify for such positions within thirty calendar days, will not establish seniority as result of filling positions for which they fail to qualify. Employees will be given a maximum of thirty calendar days after being assigned within which to qualify but may be disqualified at any time within the thirty-day period provided for herein. If an employee is not disqualified during or at the end of such thirty-day calendar period, he shall be considered as qualified.

If they fail to qualify for permanent positions they will within ten days from date disqualified return to positions last held if such positions still exist and are held by junior employees; in the event positions no longer exist or are held by senior employees, they will within ten days from date disqualified exercise seniority rights in accordance with Rule 5.

If they fail to qualify for temporary positions they will within ten days from date disqualified return to positions last held if such positions still exist and are held by employees who were assigned to the positions by bulletin, but in the event their former positions no longer exist or have been filled during their absence by senior employees exercising displacement rights, they will within ten days from date disqualified exercise seniority rights in accordance with Rule 5.

New employees and employees already in the service who have not established seniority as Roadway Machine Operators, shall, if assigned or appointed to positions as Roadway Machine Operators, qualify for such positions at the rate of pay equal to 90% of the rate paid for the position attempting to qualify on. This 90% rate will only be allowed twice during any calendar year and all subsequent qualifying will be on the employee's own time and expense. Such persons will not be placed in charge of roadway machines until after they have qualified to operate such roadway machines.

(b) Assignments by bulletin or through exercise of seniority rights of employees holding seniority as Roadway Machine Operators to positions as operators of particular types of roadway machines for which they have not qualified, will be based upon fitness, ability and seniority, management to be the judge. No employee

holding seniority as Roadway Machine Operator will be placed in charge of a particular type of roadway machine until after he has qualified to operate such machine. Such qualification must be made within ten calendar days. Qualification shall be at the rate of pay equal to 90% of the rate paid for the position attempting to qualify on. This 90% rate will only be allowed twice during any calendar year, and all subsequent qualifying will be on the Machine Operator's own time and expense.

If such employees fail to qualify for bulletined permanent positions within the ten days referred to they will within ten calendar days from date disqualified return to positions last held if such positions still exist and are held by junior employees. If their former positions no longer exist or are held by senior employees they will be permitted to exercise seniority rights within ten days from date disqualified to any other roadway machines if their seniority entitles them to such positions and they have qualified for such machines prior to expiration of the ten-day qualifying period provided for herein, or they will within ten days from date disqualified exercise seniority in any other Grade in a Class and Group in which they have established seniority rights.

If such employees fail to qualify for bulletined temporary positions within the ten days referred to, they will within ten days from date disqualified return to positions last held if such positions still exist and are held by employees who were assigned to the positions by bulletin, but in the event their former positions no longer exist or have been filled during their absence by senior employees exercising seniority rights they will within ten days from date disqualified be permitted to exercise seniority rights to any other roadway machines if their seniority entitles them to such positions and they have qualified for such machines prior to expiration of the ten-day qualifying period provided for herein, or they will within ten days from date disqualified exercise seniority in any other Grade in a Class and Group in which they have established seniority rights.

In the event employees holding seniority as roadway machine operators exercise displacement rights to permanent or temporary positions on roadway machines for which they have not qualified to operate, and they fail to qualify for such machines within the ten days referred to, they will within ten days from date disqualified be permitted to exercise seniority rights to any other roadway machines if their seniority entitles them to such positions and they have qualified for such machines prior to the expiration of the

ten-day qualifying period provided for herein, or they will within ten days from date disqualified exercise seniority in any other Grade in a Class and Group in which they have established seniority rights.

In the event a roadway machine operator fails to qualify as operator of a particular type of roadway machine he is unable to return to the position last held as herein above provided, his seniority does not permit him to displace a junior employee on a particular type of roadway machine which he has qualified to operate, and he does not hold seniority rights in any other Grade in a Class and Group, such employee will be considered a furloughed employee.

RULE 12 - TRADING POSITIONS

Trading of positions will not be permitted, except upon approval of the management and the General Chairman, and without expense to the Company, each case to be considered upon its merits.

RULE 13 - FILLING NEW POSITIONS AND VACANCIES PENDING BULLETINING AND ASSIGNMENT

(a) This Section (a) of Rule 13 does not apply to positions or vacancies of Section Foremen, Assistant Section Foremen, Assistant Yard Foremen, Laborers, but will apply to Roadway Machine Laborers as hereinafter provided.

Bulletined permanent new positions will be filled temporarily from the date work is begun until assignment is made. Bulletined permanent vacancies will be filled temporarily pending assignment. Temporary positions and vacancies will be filled pending bulletining and assignment. All of the foregoing positions and vacancies will be filled as follows: By the senior employees holding seniority in the seniority Grade and in the seniority Class and Group in which the vacancy occurs, who are not occupying positions in such seniority Grade (and who occupy positions with basic rates of pay less than those of the positions or vacancies referred to herein), and who are available for service and on the Division in which such positions or vacancies occur. The same method shall be used in

filling new positions and vacancies pending bulletining and assignment which occur in Group 3. (Employees holding seniority as Roadway Machine Operators will be considered available only for particular types of roadway machines which they have qualified to operate according to Rule 11.)

In event a Group 2 force or gang is transferred for temporary service as provided for in Rule 17, and positions or vacancies occur therein as referred to in this Section (a) of Rule 13, such positions or vacancies will be filled by the senior available employees holding seniority in the Grade and in the Class in Group 2 of the Division from which the force or gang originated, and who are not occupying positions in such seniority Grade in the Class and Group in which such positions or vacancies occur (and who occupy positions with basic rates of pay less than those of the positions or vacancies referred to in this Section (a)).

Bulletined permanent new positions of Roadway Machine Laborers will be filled temporarily from the date work is begun until assignment is made. Bulletined permanent vacancies of Roadway Machine Laborers will be filled temporarily pending assignment. Temporary positions and vacancies of Roadway Machine Laborers will be filled pending bulletining and assignment. All of these positions and vacancies will be filled for their duration by using furloughed Roadway Machine Laborers who are available for service and on the Division on which such positions or vacancies occur. In using furloughed Roadway Machine Laborers available on such Division, effort will be made to observe the principle of seniority.

(b) An employee used for temporary service on or off his seniority district, or assigned to a bulletined temporary position or vacancy when released may return to his former position or shall within ten days after being released exercise seniority rights to any position bulletined or any vacancy which occurred during the period he was used in or assigned to temporary service; except, however, in event his former position has been abolished, or has been filled during his absence by a senior employee exercising displacement rights, he shall exercise seniority rights within ten days after being released. Exercise of seniority rights as provided for in this Section (b) of Rule 13 shall be subject to Rule 5. The provisions of this Section (b), Rule 13, do not apply when an employee is released from a temporary position account of being disqualified as Rule 11 governs in such cases.

(c) Eastern Region only -

The assistant crane operator roster will be comprised of the existing system machine laborers roster and subsequently, any employee on that roster bidding on and assigned to a position as assistant crane operator will be subject to the following qualifying requirements:

- (1) Any employee assigned to an assistant crane operator position will have ten (10) days in which to qualify under the operating rules as a motor car operator. An employee moving to a new territory as a result of being appointed to a different position will be required within 30 days to qualify as a pilot under the operating regulations on that territory.
- (2) Employees assigned as assistant crane operators will have 120 days in which to become qualified as a crane operator. They will not thereby establish seniority as a crane operator but will be available to relieve on the crane when necessary.

(d) Eastern Region only -

Machine laborers presently assigned to cranes will be given the option of remaining as currently carried as machine laborer or of upgrading himself to the position of Assistant Crane Operator under the terms of this Agreement. At such time as the existing positions of machine laborers with cranes become vacant because of displacement, retirement, etc. of the present incumbent, the vacancy thus created will be established as an Assistant Crane Operator position. Any present incumbent as of August 29, 1979, will not have to upgrade himself until he voluntarily leaves the position.

RULE 14 - FORCE REDUCTION

(a) Not less than five working days' notice will be given employees assigned to permanent positions including laborers, positions covered by Rule 20, and employees assigned to bulletined temporary vacancies before force reductions are to be made. The provisions of Rule 15 of this Agreement shall constitute an exception to the foregoing requirements of this Rule 14(a).

(b) When force reductions are made, positions are abolished or displacements occur, employees affected, other than fixed headquarters trackmen shall, within ten days, exercise their seniority to positions to which their seniority entitles them. Employees other than fixed headquartered trackmen shall exhaust all seniority rights before being considered furloughed, and failing to do so, will forfeit all seniority established under provisions of this agreement, except as provided for in Section (b) of Rule 11, and Rule 17. Employees who are cut off or displaced and used for temporary service before asserting displacement rights, shall have ten days after being released from such temporary service in which to exercise seniority rights in accordance with provisions of this rule.

Fixed headquartered trackmen shall have the right to exercise seniority as such to other gangs, but will not be required to do so. When done, seniority must be exercised within ten days. Where it is not done, fixed headquartered trackmen status becomes that of furloughed employees. Employees cut off or displaced from positions in other Grades, Classes and Groups must exercise displacement rights.

An employee exercising displacement rights under this rule must do so prior to the assigned quitting time of the employee being displaced and will be responsible for protecting the assignment selected on its next regular work day unless otherwise arranged under Rule 24.

(c) When reducing force, seniority shall govern, first laying off junior employees of the same Class in the gang or at the point where reduction is to be made.

(d) Employees exercising their seniority rights will do so without expense to the Company.

(e) The employee displaced from an assignment may continue on such assignment until the displacing employee actually starts work thereon, in which event the 10-day period for the exercise of rights under this rule by the displaced employee will then begin.

(f) Employees exercising seniority rights in accordance with Paragraph (b) of this rule will not be required to displace onto position having fixed headquarters.

RULE 15 - EMERGENCY FORCE REDUCTION

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

(b) Except as provided in Paragraph (a) hereof, no advance notice to employees before temporarily abolishing positions or making temporary force reductions will be required under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire, or a labor dispute other than as defined in Paragraph (a) hereof, provided that such conditions result in suspension of the Carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing rules.

RULE 16 - RETENTION OF RIGHTS

Furloughed employees desiring to retain their seniority rights must file their address and phone number in writing with the Supervisor-MW Personnel, Atlanta, Georgia, within ten calendar days from the date of the first reduction occurring after the effective date of this Rule 16. (Furloughed B&B Sub-Department employees should advise the Supervisor-B&B on their home divisions). Thereafter, renewal of such notice will not be required after such first notice is filed, but the Supervisor-MW Personnel or Supervisor-B&B must be immediately notified in writing of any change in address and telephone number. Failure of employees to comply with these provisions (except phone number) or to return to the service within ten calendar days after being officially notified in writing, without satisfactory reason for not doing so, or unless a leave of absence has been obtained, will cause forfeiture of all seniority rights.

RULE 17 - RESTORATION OF POSITIONS

(a) Bulletined positions which are abolished or cut off and restored within 110 calendar days will not be rebulletined as new positions unless the employees who were assigned to them when abolished or cut off do not desire to return to them. If employees do not desire to return and occupy such positions when restored, their positions will then be bulletined under provisions of Rule 8. Employees displaced by others when positions were abolished, may similarly return to positions on which they were displaced, if they desire, when positions are restored within 110 days and employees formerly assigned to them return to them. Return to positions formerly held hereunder must be within ten days.

Where positions are cut off and the supervisory officer notifies the men or force cut off that indications are the force or positions will be restored within 110 calendar days, employees may defer exercising seniority on other positions with the view of returning to their former positions under the first paragraph of this rule, without forfeiting seniority account not displacing within ten days under the first paragraph of this Rule. If, however, the force or positions have not been restored at the end of 110 calendar days, employees must within ten days exercise displacement rights under Rule 5, that is, the employees must exercise displacement rights in such a case within 120 calendar days after their forces or positions are cut off.

(b) Where Production Force positions are cut off at the expiration of the production period and where these positions are to be restored at the following production period, employees assigned to such positions may be recalled to the force to which assigned in lieu of being recalled in seniority order. Such employees will be considered in permanent status and will fill the position pending advertisement and assignment.

Employees cut off and making displacement in accordance with Rule 14(b), may make such election after exhausting all seniority rights and assuming furlough status.

NOTE: The Notice of Release Form will indicate when employees are furloughed under this rule.

NOTE: Both sides recognize that there may be special circumstances which may arise as to the intent and application of this rule in individual cases. If so, the General Chairman may handle with the highest designated officer of the Carrier.

RULE 18 - TRANSFER FOR TEMPORARY SERVICE

(a) Employees may be transferred for temporary service from one seniority district to another on which they do not hold seniority rights provided, however, that employees holding seniority rights on district to which employees from another district have been transferred for temporary service will be permitted to displace employees transferred provided further, however, that such displacement will not be permitted until after the expiration of five working days. Employees will not be transferred for other than temporary service to a seniority district on which they do not hold seniority unless they so desire.

(b) In event temporary service continues for more than thirty calendar days, employees who have not been displaced as contemplated in Paragraph (a) of this Rule 18 may return to their seniority district and exercise seniority rights as provided for in the Rules of this Agreement.

(c) During the period employees are transferred with their positions for temporary service from one seniority district to another on which they do not hold seniority, their positions will not be bulletined as new positions or vacancies on either seniority district.

(d) Employees temporarily transferred by direction of the Management for service on a seniority district in which they do not hold seniority rights will retain and accumulate all established rights.

RULE 19 - OFFICIAL POSITIONS

Employees who have been or may be promoted from the ranks to fill official, subordinate official, or excepted positions with the Company or official positions with the Brotherhood of Maintenance of Way Employees, will retain their seniority rights in the class of service and on the district from which promoted only in accordance with Appendix D.