

AGREEMENT

between

**UNION PACIFIC
RAILROAD COMPANY**

and

**BROTHERHOOD OF RAILROAD SIGNALMEN
REPRESENTING SIGNAL DEPARTMENT
EMPLOYEES CLASSIFIED HEREIN**

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Effective February 1, 2000

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SCOPE:

This agreement governs the rate of pay, hours of service and working conditions of employees in the Signal Department who construct, install, test, inspect, maintain or repair the following:

1.
 - (a) Interlocking plants and interlocking systems
 - (b) Signals and signal systems including inoperative signals and train order signals, automatic cab signal equipment excluding portions on motive power and rolling stock.
 - (c) car retarder systems
 - (d) centralized traffic control systems
 - (e) highway crossing warning systems and devices
 - (f) automatic train controlling or stopping systems, except those portions on motive power or rolling stock.
 - (g) track occupancy indicators
 - (h) snow melters, switch heaters, cleaners or blowers handled manually or through signal or centralized traffic control systems.
 - (i) electrical switch locks and switch circuit controllers
 - (j) installation, testing, maintenance and repair of circuit boards used in connection with any of the systems and devices listed above.
2. High tension or other lines of the Signal Department, overhead or underground, poles and fixtures, conduits, transformers, arrestors and distributing blocks, track bonding, wires or cables, pertaining to railroad signaling, interlocking, and other systems and devices listed in (1) above.
3. Storage battery plants with charging outfits and switchboard equipment, sub-station and current generating systems, compressed air plants and compressed air pipe mains and distributing systems as used for the operation of such railroad signaling, interlocking, and other systems and devices listed in (1) above. (This only applies to Signal Department electric or air lines within such systems and up to the necessary service connections).
4. Pipe lines and pipe line connections, cranks, compensators, foundations and supports for mechanical or electric operated switch and signal apparatus.
5. Carpentry, painting, concrete and form work of all classes in connection with installing, repairing or maintaining signal, relay housing, crossing flashers and gates, interlocking or retarder systems, apparatus or device. (Excluding the erection and

maintenance of buildings, or precast foundations purchased from manufacturers.)

6. Spring switch mechanisms, including buffer and facing point lock, when used in signaled territory.
7. Electric switch lamps.
8. All wayside detector systems and devices including but not limited too, hot box detectors, dragging equipment detectors, high/wide detectors, high water detectors, slide fences, and car counting devices connected to or through systems and devices listed in this scope rule.
9.
 - (a) When signal circuits or circuits of other systems and devices listed above are handled on radio, radar, or microwave systems, the employees covered by this agreement will install and maintain the circuits leading up to a common terminal where signal department circuits are combined with other circuits and will take off at a common terminal where signal department circuits are again separated from other circuits.
 - (b) If subsequent to the date of this agreement, a radio, radar, microwave, fiber optic or laser system is installed and its primary purpose and intent is the control of signal systems, employees subject to this agreement will install and maintain such systems, excluding automatic train control and automatic cab signal equipment on motive power or rolling stock.
10. The installation, testing, maintenance and repair of circuit boards used in systems and devices listed in this Scope Rule. Nothing contained in this paragraph is intended to prohibit repair by the manufacturer or vendor while covered by the sale and purchase warranty, however, such warranties will not be extended for the purpose of circumventing this agreement.
11. Computerized control of systems and devices referred to herein.
12. All other work generally recognized as signal work, performed in the field or signal shops. The classifications enumerated in Rule 1 include all the employees of the Signal Department performing work referred to under the heading of "Scope."
13. This agreement will include the appurtenances and apparatus of the systems and devices referred to herein.

- NOTE 1: It is understood that where “signalman” or “signal maintainer” is used in this agreement it includes all employees covered by paragraphs (h) to (p) of Rule 1.
- NOTE 2: It is understood that one or two signalmen with or without one or two assistant signalmen or assistant signalman candidates (but not exceeding four employees) may perform work not under the direction of a signal foreman, and in such circumstance the employee designated to direct the work shall be compensated at the Leading Signalman rate. One signal maintainer may assist another maintainer in making temporary necessary repairs.
- NOTE 3: In changing or repairing old rail, when bonds or track wires are removed while rail is in the track, the work will be performed by Signal Department employees. It is understood that the removal of bonds or track wires after rail is removed from track may be performed by other than Signal Department employees.
- NOTE 4: Persons holding supervisory or official positions not covered by this agreement will not be required or permitted to perform work covered by this agreement except when no employee covered by this agreement is qualified to perform a particular job and in such instances will be accompanied by a signalman or signal maintainer.
- NOTE 5: It is understood that this agreement is the result of the consolidation of several collective bargaining agreements with differences as to what work is performed by signal department employees. It is not the intent of the parties signatory hereto to either assign to employees subject to this agreement work reserved to another craft or to assign to another craft work reserved to signal department employees.

RULE 1 - SENIORITY CLASS ONE

The following positions will fall under Seniority Class One:

- A. Signal Shop Foreman: An employee assigned the duties of supervising the work of other employees in the consolidated signal shop. They may perform only work of an instructive nature and administrative functions.
- B. Signal Foreman: An employee assigned to the duties of supervising the work of other employees and is not required to regularly perform the work over which they have supervision.
- C. Signal Maintenance Foreman: An employee who is assigned to and whose principal duties are to supervise and direct employees assigned to maintenance territories or work under his jurisdiction.
- D. Assistant Signal Shop Foreman: An employee assigned to work with and supervise the work of other employees in the consolidated signal shop.
- E. Assistant Signal Foreman: An employee assigned to work with and supervise the work of other employees covered by this agreement. An assistant signal foreman will be under the direction of a signal foreman and will have common headquarters with the latter.
- F. Signal Inspector: An employee assigned to and whose principal duties are to inspect and test systems, appurtenances and appliances covered by this agreement and to make relay and other inspections and tests required by the carrier, but who may perform any Signal Department work. Such employees may make necessary repairs, replacements and adjustments in connection with their duties. Inspectors may work together or with signalmen, signal maintainers or assistant signalmen in connection with their inspections without being considered or requiring a foreman. This paragraph is not intended to prohibit inspections and tests made by supervisory personnel of the Signal Department to determine whether employees coming within the Scope of this agreement are properly installing or maintaining Signal Department apparatus, appliances, circuits, and appurtenances, or by manufacturers' representatives, when accompanied by signal employee, to insure their equipment is operating as intended.
- G. C.D.C. Electronic Technician: An employee headquartered at the Centralized Dispatching Center assigned to install and maintain signal control systems. The employee may be assigned to direct others at various locations over the entire Union Pacific System in analyzing, locating and pinpointing signal facility problems at field locations and to direct, advise and assist field forces on the prompt restoration of signal facilities and systems.

Such employees must be proficient in the use and understanding of electronic signal equipment and basic signal systems; must be able to use and understand diagnostic and other test equipment; must be proficient in reading signal circuit plans and schematic electronic diagrams; must be proficient in electronics, including digital electronics; must possess an FCC General Class Radio Telephone License or its equivalent; and, must have general knowledge of computers with the ability to use and work from a computer terminal.

- H. Retarder Yard Maintainer: An employee assigned to repairing and maintaining a retarder yard equipped with radar or computer control of retarders and requiring at least a General Radio License. Maintainers of retarder yards not covered by the first sentence of this section will be classified as Interlocking Repairmen.
- I. Electronic Technician: An employee whose principal duties are the repair, testing and maintenance of electronic equipment on an assigned district, but who may work with a signal inspector or a signal maintainer. (See Appendix R)
- J. Interlocking Repairman: An employee assigned to repairing and maintaining an interlocking plant on an assigned district. An employee assigned to maintain two or more power operated switches or derails will be considered as maintaining an interlocking plant.
- K. Signal Maintainer: An employee assigned to perform work generally recognized as signal work on an assigned district. Signal maintainers with an assigned district will not be required to perform construction work requiring an appreciable amount of their time.
- L. Relief Signal Maintainer: An employee headquartered on and assigned to the territory of a Manager Signal Maintenance but reporting to various Maintenance Foremen depending upon their assignment. A Relief Signal Maintainer will be used to cover a particular territory while a signal maintainer is on vacation, leave of absence, or similar circumstances. When not relieving a signal maintainer, such employee may be required to perform the duties of a regular signal maintainer and perform work without supervision, which may include FRA testing or normal signal maintenance work. Relief Signal Maintainer will not be used to eliminate any other positions.
- M. Signal Shop Technician: An employee assigned to wire, repair and adjust relays, signals and signal apparatus, Signal Department measuring instruments, who is assigned in the signal shop.
- N. Leading Signaller: An employee assigned to work with and supervise the work of one or more signallers or employees of lower classifications, not to exceed four. A leading signaller will be under the supervision of a signal foreman and have common headquarters with the latter.

- O. Signalman: An employee assigned to repairing and charging storage batteries or the construction, repair, assembling or wiring of signal apparatus as outlined in the Scope Rule of this agreement.
- P. Signalman Truck Driver: See Rule 3.

NOTE: (a) Positions of signal inspector, signal foreman, signal shop foreman, assistant signal foreman, assistant signal shop foreman, retarder yard maintainer and electronic technician will be bulletined and appointments made with due consideration for seniority, fitness and ability, the management to be the judge. In the event a senior applicant for a bulletined permanent position is not assigned, and the position is assigned to a junior employee, the senior applicant will, upon written request by the General Chairman to an officer designated by the Carrier within ten (10) calendar days of date of assignment notice, be given a standard practical, oral and written test conducted jointly by the Carrier and the General Chairman to determine if the individual can demonstrate fitness and ability to be assigned to the position. Such test will be given within ten (10) working days, unless extended by mutual agreement after request is made therefor. If the senior applicant passes the test, the employee will be assigned to the position and the junior assigned employee will revert to the position formerly held.

(b) Employees who are interested in working as Foremen will be permitted to take the Foreman test and pre-qualify for assignment as a Foreman. Employees who are interested in doing so may contact their supervisor to obtain the study material for the test. The Carrier will cooperate to the fullest extent in supplying the material and permitting employees maximum latitude to take the test. After an employee has pre-qualified by successfully taking the test, the qualification to work as Foreman will be considered valid for one year.

RULE 2 - SENIORITY CLASS TWO

- A. Assistant Signalman Candidate: An employee who is a candidate for training.
- B. Assistant Signalman: An employee in training for positions coming within the BRS collective bargaining agreement working under the direction of a signalman, signal maintainer, or signal inspector; and performing work generally recognized as signal work.

RULE 3 - SIGNALMAN TRUCK DRIVERS

- A. A signalman or assistant signalman assigned to a gang who in addition to the assignment of signal work is required by the Carrier to operate a gang truck (over one-ton rating) used to haul employees and material will be paid a differential allowance of forty-five (\$.45) cents per hour. This differential allowance will not be subject to general wage increase or cost of living allowance. The duties of driving will be offered to the senior qualified signalman by the gang foreman, it being understood that if the senior signalman does not desire the driving duties, that the gang foreman may only assign it to such senior signalman if there are no other qualified signalman or assistant signalman drivers in the gang.
- B. When signal department trucks are used to transport signal employees and equipment, a signal employee possessing a valid operator's license will be utilized to operate the vehicle.

RULE 4 - EARTH BORING MACHINES

When earth boring machine is used in signal department work, the following minimum force will be used:

- one signalman
- two assistant signalmen
- or two assistant signalman candidates

RULE 5 - 40-HOUR WORK WEEK

NOTE: The expressions "positions" and "work" used in Rule 5 refer to service, duties or operations necessary to be performed the specified number of days per week and not to the work week of individual employees.

GENERAL

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

- A. **Five-Day Positions**
On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.
- B. **Six-Day Positions**
Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.
- C. **Seven-Day Positions**
On positions which have been filled seven days per week, any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.
- D. **Regular Relief Assignments**
All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under the agreement.

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

- E. **Deviation from Monday-Friday Week**
If in positions or work extending over a period of five days per week, an operational problem arises which the carrier contends cannot be met under the provisions of Section A of this Rule, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday,

and the employees contend the contrary, and if the parties fail to agree thereon, then if the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the agreement.

F. Nonconsecutive Rest Days

The typical work week is to be one with two consecutive days off, and it is the carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by Section B, C and D of this Rule, the following procedure will be used:

1. All possible regular relief positions will be established pursuant to section D of this Rule.
2. Possible use of rest days other than Saturday and Sunday, by agreement, or in accordance with other provisions of this agreement.
3. Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
4. Other suitable or practicable plans which may be suggested by either of the parties will be considered and efforts made to come to an agreement thereon.
5. If the foregoing does not solve the problem, then some of the relief men may be given nonconsecutive rest days.
6. If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two nonconsecutive days off.
7. The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rate and thus withhold work from additional relief men.
8. If the parties are in disagreement over the possibility of splitting the rest days on any such assignments, the carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the agreement, and in such proceedings the burden will be on the carrier; to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five days per week.

G. Rest Days of Furloughed Employees

To the extent furloughed employees may be utilized under the agreement, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.

H. Beginning of Work Week

The term "work week", for regularly assigned employees, will mean a week beginning on the first day on which the assignment is bulletined to work.

I. Guarantees

Except to the extent that the coverage of existing guarantees was extended to certain employees covered by Article II, Section 1(3) of the March 19, 1949 Agreement, the adoption of the shorter "work week", rule in Article II, Section 1, of that agreement did not create a guarantee of any number of hours or days of work.

It is understood and agreed that the adoption of this provision is without prejudice to the position of either party hereto regarding the question of whether or not the current agreement provides a guarantee of any number of hours or days of work per week.

(Effective Sept. 1, 1949 Memoranda of Agreement July 1, 1949, and May 9, 1950.)

J. Accumulation of Rest Days

1. Members of Signal Gangs may, by majority, elect to have their hours of assignment and work days established to work four (4) ten (10) hour consecutive work days and accumulate three (3) rest days or eight (8) ten (10) hour consecutive work days and accumulate six (6) consecutive rest days or twelve (12) ten (10) hour consecutive work days and accumulate nine (9) consecutive rest days, consistent with the requirement of the service or work hours of other gangs and subject to management approval.

Overtime will be computed on the basis of pay at the time and one-half rate after ten (10) hours per day. Any service performed on the accumulated rest days will be paid at time and one-half rate except in those instances where double time pay would be appropriate after sixteen (16) hours.

Headquartered employees are also eligible to elect hours of assignment as per above, subject to management approval.

2. Employees will qualify for holiday pay by complying with existing holiday rules. Employees on vacation will qualify for holiday pay under existing agreement rules. Employees working shortened work weeks under this section (Accumulation of Rest Days) will accrue vacation credits and be awarded same as though working on a five (5) day forty (40) hour work week.

In the event a holiday occurs during the eight consecutive work days, the employee will work for seven (7) consecutive work days for ten hours and 17 minutes and observe the holiday on the eighth day of the work period.

In the event a holiday occurs during the twelve consecutive work days, the employee will work for eleven (11) consecutive work days for ten hours and 11 minutes and observe the holiday on the twelfth day of the work period.

Should the holiday occur during the accumulated rest days, the employee will be allowed pay pursuant to the National Holiday Agreement.

With a signed election in writing by a majority of the employees of a gang subject to a compressed work period and with the concurrence of the manager, accumulated rest days may be used for work days to make up time and observe holidays on their normal observed days. Under this same approval process, rest days may be worked in exchange for time off on work days immediately preceding or following such holidays. Any rest days worked under this provision will be in the pay period the holiday is observed and will be paid for at the straight time rate. Employees who have made up time in advance who are no longer assigned to the gang will be granted any pay due in lieu of time off.

RULE 6 - ESTABLISHED HOURS AND DAYS

The regularly established daily working hours will not be reduced below eight (8) per day, nor will the regularly established number of working days be reduced below five (5) per week, except in weeks in which positions are established or abolished, unless agreed to in writing by a majority of the employees affected through their General Chairman. The number of days may be reduced in a week in which holidays specified in Rule 24 occur, by the number of such holidays.

RULE 7 - SHIFTS

There may be one, two or three shifts employed. Where one shift is worked, eight (8) consecutive hours, exclusive of meal period, will constitute a day's work. Where two or more shifts are worked, eight (8) consecutive hours will constitute a day's work.

The starting time of the working period where one shift is worked, or the first shift, where two or three shifts are worked, will be established between the hours of 5:00 A.M. and 9:00 A.M. consistent with actual service requirements.

Where two shifts are worked, the starting time of the second shift will be established consistent with actual service requirements, but not later than 6:00 P.M.

Where three shifts are worked, the second shift will immediately follow the first shift, and the third shift will immediately follow the second shift.

Lap shifts may be established by agreement between the designated carrier officer and the General Chairman.

The starting time of employees will not be changed without first giving the employees affected seventy-two (72) hours notice. Starting times will not be temporarily changed for the purpose of avoiding overtime.

RULE 8 - CHANGE OF SHIFT

- A. Employees changed from one shift to another will be paid for the first shift of each change at time and one-half rate, except where change is made in the exercise of seniority; for the convenience of employees; or to employees working more than one shift of regular relief assignments.
- B. Payment of time and one-half, as provided in this rule, will not be considered as overtime in the application of Rule 11 (absorption of overtime).

RULE 9 - MEAL PERIOD

The meal period will be established at a definite time, between the end of the fourth hour and the end of the sixth hour after starting work. If the established meal period is not afforded, it will be paid for at the overtime rate, and twenty (20) minutes with pay in which to eat, will be afforded at the first opportunity. This does not apply to employees assigned to eight (8) consecutive hours including an allowance of twenty (20) minutes for lunch.

Retarder Yard Maintainers will not have assigned meal periods, and the employees assigned thereto will be allowed thirty (30) minutes at the straight time rate for each shift worked, or major portion thereof (over four hours), and will eat their mid-shift meal when possible.

RULE 10 - LENGTH OF MEAL PERIOD

Unless acceptable to a majority of the employees directly interested, the meal period will not be less than thirty (30) minutes nor more than one (1) hour. Duration of the meal period within these limits may be changed by agreement between local officers of the Company and the local committee representing the employees.

RULE 11 - SECOND AND SUBSEQUENT MEAL PERIODS

Signal employees can be required to work overtime without an opportunity for a second meal period.

When signal employees working 8 hour days are required to work more than ten (10) consecutive hours without an opportunity to eat, they will be paid an arbitrary of one (1) hour at the overtime rate in lieu of a second meal period and cost of such meal. When signal employees working 10 hour days are required to work more than twelve (12) consecutive hours without an opportunity to eat, they will be paid an arbitrary of one (1) hour at the overtime rate in lieu of a second meal period and cost of such meal. An additional one (1) hour arbitrary will be paid for every 5 hour period thereafter.

RULE 12 - TIME BEGINS AND ENDS

An employee's time will begin and end at a point designated by bulletin.

RULE 13 - OVERTIME (Subject to Hours of Service Act)

Time worked preceding or following and continuous with a regularly assigned eight (8) hour work period will be computed on actual minute basis and paid for at time and one-half rate, the regularly assigned eight (8) hour work period will be paid at straight time rate.

Time worked after sixteen (16) hours of continuous service will be computed on the actual minute basis and paid for at the double time rate until employee is released for eight (8) consecutive hours time off duty. For purposes of computing sixteen (16) hours of continuous service, as referred to herein, actual time worked will be counted from time on duty until relieved for eight (8) consecutive hours time off duty.

It is understood that nothing in this rule requires that the Carrier retain an employee on duty at punitive rate of pay.

In the application of this rule the starting time of new employees temporarily brought into the service in emergencies will be considered as of the time they commence work or are required to report for work.

Work in excess of forty (40) straight time hours in any work week will be paid for at one and one-half times the basic straight time rate except where such work is performed by an employee due to moving from one assignment to another, to or from a furloughed list, or where the rest days are being accumulated.

Employees worked more than five (5) days in a work week will be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work week except where such work on the sixth and seventh days is performed by an employee due to moving from one assignment to another, to or from a furloughed list, or where the rest days are being accumulated.

There will be no overtime on overtime; neither will overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays, be utilized in computing the forty (40) hours per week, nor will time paid for in the nature of arbitraries, or special allowances such as attending court, investigations, coroner's inquest, boards of inquiry, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of payment for such hours, or where such time is now included in computations leading to overtime.

Where gang men are required to work overtime, the senior man in a class in the gang will be given preference to such overtime work.

RULE 14 - ABSORBING OVERTIME

Employees will not be required to suspend work during the regular hours for the purpose of absorbing overtime.

RULE 15 - CALLS

- A. Employees released from duty and notified or called to perform work outside of and not continuous with regular working hours will be paid a minimum allowance of three (3) hours at the time and one-half rate; if held longer than three (3) hours, they will be paid at the rate of time and one-half computed on the actual minute basis, until the double-time rate becomes applicable as provided in Rule 13.
- B. The time of employees so notified in advance will begin at the time required to report. The time of an employee called will begin at the time called. The time of an employee notified or called will end at the time released at designated headquarters point.
- C. Employees so called less than one (1) hour before their regular starting time will be paid one (1) hour at the time and one-half rate; if more than one (1) hour, they will be paid three (3) hours at the time and one-half rate. If on duty for more than three (3) hours, they will be paid at the rate of time and one-half computed on the actual minute basis.

RULE 16 - SUBJECT TO CALL

- A. Employees assigned to regular maintenance duties recognize the possibility of emergencies in the operation of the railroad, and will notify the person designated by the Management of their regular point of call. When such employees desire to leave such point of call for a period of time in excess of two (2) hours, they will notify the person designated by the management that they will be absent, about when they will return, and, when possible, where they may be found. Unless registered absent, the regular assignee will be called, except when unavailable due to rest requirements under the Hours of Service Act, as amended by Public Law 94-348.

It is agreed that under the provisions of this rule the Management may, on thirty (30) days written notice to the employees involved and the General Chairman, schedule alternate interlocking repairmen and signal maintainers on one or more of the districts to remain on call on rest days, which will include all time from the end of the work period on Friday to the beginning of the work period on Monday. Such employees designated in the schedule to be available for call will keep the train dispatcher or the person designated by the Management informed as to where they can be called, and will respond promptly when called. Employees will be paid eight (8) hours pro rata rate on the rest days on which they are designated in the schedule to be available for call; and if called to perform service on such days, will be paid in addition in accordance with Rule 13. Employees not scheduled to be available for call will be relieved on rest days except where emergency conditions necessitate their being available, in which event they will be notified prior to the end of the work period of the preceding day and paid in the same manner as employees scheduled to be available.

The schedule designating positions, incumbents of which will be required to be available for call on rest days, will be prepared for a six (6) months or longer period by the General Chairman and the designated Carrier Officer or their designee.

- B. The allowance provided in Section A of this rule is not applicable to employees called or notified in advance to work on rest days, or who are given the option of working on rest days.
- C. Regularly assigned signalmen required to be available for call on rest days while temporarily relieving signal maintainers or interlocking repairmen who are scheduled to be available for call on such days, in accordance with Section (a) of this rule, will be allowed minimum of eight (8) hours' compensation at rate of time and one-half.

Unassigned signalmen or assistant signalmen required to be available for call on rest days while temporarily relieving signal maintainers or interlocking repairmen who are scheduled to be available for call on such days in accordance with the

provisions of Section A of this rule will be allowed eight (8) hours' compensation at pro rata rate.

No compensation will be allowed employees relieving signal maintainers or interlocking repairmen on rest days unless required to work or be available for call in accordance with the provisions of Section A of this rule.

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

NOTE 1: "Emergency" as referred to herein has reference to a present existing situation and not to anticipated future trouble.

NOTE 2: The Local Chairmen and Local Management may agree to establish lists or other means in which to determine which employees are to be called under this rule, subject to review by the General Chairman and Labor Relations.

RULE 17 - ROAD SERVICE (NOT HELD OUT OVERNIGHT)

Employees performing service requiring them to leave and return to their home station on the same day (within 24 hours from regular starting time of their assignment) will be paid continuous time exclusive of established meal period from time reporting for duty until released at home station. Straight time will be allowed for all straight time work; overtime for all overtime work and straight time for all traveling or waiting. Employees riding on or operating track motor cars or trucks or required to be responsible for Company tools and/or materials while traveling will be considered as performing work as referred to in these rules and will be compensated accordingly.

RULE 18 - ROAD SERVICE (HELD OUT OVERNIGHT)

Employees sent away from home station and held out overnight will be allowed actual time for traveling or waiting during the regular working hours; in addition, travel or waiting time outside of regular hours will be paid for at straight time rate, until the employee is released from duty at location where suitable eating and sleeping accommodations are available.

If meals and lodging are not furnished by the Company, actual necessary expenses will be allowed until employee is released at his home station.

A relief employee required to travel between two work locations (other than between work locations within the same terminal), in order to provide relief on assigned rest days will be compensated for actual time traveling between such work locations with a maximum of eight hours at the straight time hourly rate of the position on which relief is to be furnished.

RULE 19 - TRAVELING PAY

Time spent in traveling from one work point to another outside of regularly assigned hours or on a rest day or holiday will be paid for at the straight time rate. Each man will be paid the amount of travel time from one point to another based on the mode of transportation offered by the Carrier, regardless of how any employee actually travels from one point to the other.

RULE 20 - FILLING TEMPORARY VACANCY

- A. An employee, when sent away from his home station to fill a temporary vacancy in his own or lower class for one day, will be paid in accordance with Rule 17; if for more than one day, he will be paid in accordance with Rule 18. While filling such vacancy, he will be paid for the hours worked at the established rate for the position, but at not less than his regular rate. If his regular position works in excess of eight (8) hours, he will be paid not less than if he remained on his regular position.

- B. An employee working in a lower class due to force reduction who is used to fill a temporary vacancy in a higher class, will assume headquarters, hours of duty and rate of pay of position being relieved, and when so used away from his home station will be allowed actual expenses for a period not exceeding sixty (60) calendar days on any one vacancy, or until assigned to the vacancy by assignment notice, whichever is first.

- C. An employee working in a lower class used to fill a temporary vacancy as referred to in Rule 40 in a higher class in which he does not hold seniority, will assume the headquarters, hours of duty and rate of pay of position being relieved, and when so used away from his home station will be allowed expenses for a period not exceeding sixty (60) calendar days on any one vacancy.

RULE 21 - FILLING HIGHER RATED POSITION

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

RULE 22 - RETURN TO FORMER POSITIONS

An employee assigned to temporary service not exceeding six (6) months will, when released, return to his former position unless it has been abolished or has been filled by a senior employee in the exercise of his displacement rights.

RULE 23 - TEMPORARY TRANSFERS

Except for temporary service, employees will not be transferred to another district unless they so desire. Employees so transferred by direction of the Management will receive actual expenses while away from their regular home stations. In temporarily transferring employees to other districts, the junior employee will be the first to be transferred. Employees temporarily transferred to another district will be returned to their home district as soon as the condition necessitating such transfer ceases to exist.

RULE 24 - SERVICE PERFORMED ON REST DAYS OR HOLIDAYS

- A. Work performed on assigned rest days and the following holidays shall be paid for at the rate of time and one-half on a minute basis with a minimum of three (3) hours:

- New Year's Day
- Presidents' Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day (the day before Christmas Day is observed)
- Christmas Day
- New Year's Eve (the day before New Year's Day is observed)

- B. Subject to the qualifying requirements applicable to regularly assigned employees contained in Section C hereof, each regularly assigned hourly and daily rated employee shall receive eight hours pay at the pro rata hourly rate of the position to which assigned for each of the holidays enumerated above.

Subject to the qualifying requirements applicable to other than regularly assigned employees contained in Section C hereof, all others who have been employed on hourly or daily rated positions shall receive eight hours pay at the pro rata hourly rate of the position on which compensation last accrued to them for each of the above-identified holidays, provided (1) compensation for service paid the employee by the Carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) the employee has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, noncompliance with a union shop agreement, or disapproval of application for employment.

The provisions of this section and Section C hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede any more favorable rules and practices existing under which other than regularly assigned employees are being granted paid holidays.

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

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

All others for whom holiday pay is provided in Section B hereof shall qualify for such holiday pay if on the work day preceding and the work day following the holiday they satisfy one or the other of the following conditions:

- 1 Compensation for service paid by the Carrier is credited; or
- 2 Such employee is available for service.

NOTE: "Available" as used in subsection (2) above is interpreted by the parties to mean that employees are available unless they lay off of their own accord or do not respond to a call, pursuant to the rules of the applicable agreement, for service.

For purposes of Section B, the work week for other than regularly assigned employees shall be Monday to Friday, both days inclusive, except that such employees who are relieving regularly assigned employees on the same assignment on both the work day preceding and the work day following the holiday will have the work week of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employee being relieved.

For other than regularly assigned employees, whose hypothetical work week is Monday to Friday, both days inclusive, if the holiday falls on Friday, Monday of the succeeding week shall be considered the work day immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the work day immediately preceding the holiday.

Compensation paid under sick-leave, bereavement leave and personal leave rules or practices will not be considered as compensation for purposes of this rule, and in such cases compensation on the first workday immediately preceding or following such day and/or days shall be the qualifying factor.

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

- E. Nothing in this rule shall be construed to change existing rules and practices thereunder governing the payment for work performed by an employee on a holiday.

RULE 25 - VACATIONS

The National Vacation Agreement of December 17, 1941 as it has been interpreted and amended will be considered a part of this Agreement. See Appendix B.

Employees may take their vacation in one week installments. However they may elect to designate one (1) five-day installment of their vacation to be taken in one day parts, with the understanding that the Rules governing personal leave days in their entirety as shown in Appendix D will apply.

RULE 26 - RELIEVING FOREMEN AND MAINTAINERS

When Signal Gang Foremen are off during vacation periods, or for other reasons, they will be relieved by the Assistant Signal Foreman or Lead Signalman assigned to that gang, if available. If not available, they will be relieved by the senior qualified employee in Class 1 assigned to the Signal Gang.

When Signal Maintainers or Signal Maintenance Foremen are off for periods that exceed one week in duration, they will, if relieved, be relieved by the Relief Signal Employee; and if not available, the senior qualified employee of Class 1 assigned to the Signal or Maintenance Gang.

The Carrier will make every effort to provide vacation relief on Signal Maintainer positions when the incumbent is off duty longer than one week.

RULE 27 - JURY DUTY

Loss of time due to jury duty will be paid for in accordance with Article IV - Jury Duty of Mediation Agreement of November 16, 1971, as follows:

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

- A. An employee must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- B. The number of days for which jury duty pay will be paid is limited to a maximum of 60 days in any calendar year.
- C. No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- D. When an employee is excused from railroad service account of jury duty the carrier will have the option of determining whether or not the employee's regular position will be blanked, notwithstanding the provisions of any other rules.
- E. Except as provided in paragraph 6, an employee will not be required to work on his assignment on days on which jury duty:
 1. ends within four hours of the start of his assignment; or
 2. is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.
- F. On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

RULE 28 - BEREAVEMENT LEAVE

For the time necessary to attend the funeral and handle matters related thereto in the event of death of a spouse, child, parent, parent-in-law, grandparent, brother or sister of an employee who has been in service two (2) years or more, three (3) consecutive work days with pay will be granted the employee.

RULE 29 - PERSONAL DAYS

The January 8, 1982 National Agreement, Article X, PERSONAL LEAVE provides for personal days. See Appendix D.

RULE 30 - WITNESSES

Employees taken away from their regular assigned duties at the request of the management to attend court or to appear as witnesses for the Company and who lose time as a result thereof, will be allowed eight hours at pro rata rates for each work day, and eight hours at time and one-half for rest days and holidays, or actual amount they would have earned had they remained on their regular assigned positions, whichever is the greater. Transportation will be furnished and actual expenses allowed while away from headquarters. Any fee or mileage accruing will be assigned to the Company.

RULE 31 - COMMITTEE CONFERENCES

All conferences between Company officials and Local Chairmen or Local Committeemen of the Brotherhood of Railroad Signalmen will be held during regular working hours without loss of pay to the Local Chairman or Local Committeemen.

This rule is not applicable to conference between the General Chairmen and Labor Relations Representatives.

RULE 32 - SIGNAL MAINTAINERS HEADQUARTERS

Signal maintainer headquarters will be at a tool house or shop area which will be provided with suitable lockers and other facilities required to properly perform his duties and will be kept in good and sanitary condition. Reasonable washing and toilet facilities will be made available. Light and heating facilities will be provided on request and when considered necessary.

When a change is made in the location of a signal maintainer's headquarters, or when a signal maintainer's territorial limits are materially increased, or when the starting time is changed more than two (2) hours or when one or both of the rest days are changed, the position will be re-advertised as a new position when so requested by the incumbent through the local chairman. Such request must be in writing and made within twenty (20) calendar days from date of change.

The incumbent of the position to be re-advertised will remain on the position until assignment is made, and he will then make his displacement in accordance with Rule 58.

It is recognized that the Carrier may combine maintenance territories and assign more than one maintainer to the territory in terminals and areas containing parallel main lines. It is further recognized that the Carrier may combine territories and maintainers on single track main lines if there is an operational need. If the parties are in disagreement regarding the combination of territories and work for a single main line track, the Carrier may nevertheless put the assignments into effect, subject to the right of employees to process the dispute as a grievance or claim under this agreement.

RULE 33 - MEALS AND LODGING FURNISHED

In emergency cases, such as derailments, washouts, snow blockades, fires and slides, employees taken away from their headquarters to perform work elsewhere will be furnished meals and lodging by the Company where possible. If the Company cannot or fails to furnish such meals and lodging, the employees will be reimbursed for the actual and necessary expense thereof.

Signal maintainers, when used to perform work outside of their assigned territory, will be reimbursed for actual necessary expense for meals incurred while working outside said assigned territory.

Signal employees working on traveling gangs or away from their assigned headquarters will be assigned one person to a room when lodging is provided, when available. Employees assigned to camp cars who are required to stay away from their camp cars will be assigned one person to a room when lodging is provided, when available. Lodging referred to herein will be either in a hotel/motel equivalent to AAAA or better, clean and healthful.

If a headquartered gang is performing work off of its district, the employees of that gang will be paid at the one and one-half rate for that work except in those instances where double-time pay would be appropriate after 16 hours. A headquartered gang performing work off its district may do so as long as there are no involuntarily furloughed employees on that district. Headquartered gangs on Seniority District 12 will be paid at the one and one half rate if traveled for work across the construction travel line consisting of the former Texas and Pacific Line, extending from New Orleans, Louisiana, to El Paso, Texas. Work performed on the former Texas Pacific Line will be considered work on the south portion of Seniority District 12. District gangs will not work across seniority lines if employees are involuntarily furloughed in the seniority district where the work is located.

RULE 34 - LIVING QUARTERS

In accordance with the Camp Car Agreement dated November 8, 1972 and the two subsequent letters of understanding (dated December 3, 1975 and January 1, 1999), mobile units to which employees are assigned will be properly and adequately furnished to accommodate the employees. Sufficient recreation space will be provided, the dining and sleeping units will be equipped consistent with the safety and character of the unit and the comfort of the employees. It will be the duty of the carrier to be certain that the mobile units are maintained in good repair, clean and sanitary, equipped with evaporative air-coolers or refrigerated air conditioners, as agreed to by the designated Carrier Officer and the General Chairman, properly lighted, heated, and that adequate sanitary and shower facilities are provided. Dining, sleeping and recreation areas will be screened, well ventilated and have sufficient air space for the number of men to be accommodated. Employees using such facilities will cooperate to see that they are maintained in a clean and sanitary condition. If a problem develops, the matter may be handled for correction directly with the designated Carrier Officer by the General Chairman.

RULE 35 - PER DIEM GANGS

See Appendix J.

RULE 36 - TRAVELING GANG WORK

The territory of the Union Pacific Railroad coming under the jurisdiction of this collective bargaining agreement will be divided into four work zones, as per Rule 44:

- Zone 1: Territory covered by seniority districts 1, 2, 3 and 4
- Zone 2: Territory covered by seniority districts 5, 6, 7 and 8
- Zone 3: Territory covered by seniority districts 9, 10 and 11
- Zone 4: Territory covered by seniority district 12

If a gang is to be a mobile gang, it will fall under this Rule, unless it is a per diem gang established under Appendix J.

Employees on zone gangs will work a schedule of either eight (8) days on and six (6) days off or twelve (12) days on and nine (9) days off. It is the intent of the parties to work employees on an eight (8) days on and six (6) days off schedule when possible given the operating requirements of the Carrier. In the event that the Carrier must work zone gangs on an eight (8) days on/six (6) days off schedule on their rest days, the Carrier will guarantee a minimum of four (4) consecutive rest days off between work periods. In the event that the Carrier must work zone gangs on a twelve (12) days on/nine (9) days off schedule on their rest days, the Carrier will guarantee a minimum of six (6) consecutive rest days off between work periods. The work schedule of gangs working compressed schedules of either eight (8) days on and six (6) days off or twelve (12) days on and nine (9) days off will, with a majority vote of all members of the gang, commence their work schedule on either a Tuesday or Wednesday.

At management's request Zone Gangs, with the unanimous concurrence of the gang members, may elect to accept a work schedule of 4 days on and 3 days off. Such election will not reduce the \$9.00 per 25 mile travel allowance. Consistent with operational needs, Zone Gangs, with the unanimous concurrence of the gang members, may request to work a schedule of 4 days on and 3 days off. Such request will result in the reduction of the travel allowance to \$4.50 per 25 miles.

For employees on a zone gang, time begins and ends at the common lodging facility.

NOTE: As an example, if a zone gang is working eight on and six off and the Carrier works them for fourteen (14) days straight, they will have the first four (4) days of their work week off and paid at straight time (according to the work schedule) and then they complete their work period by working four (4) days then having their six (6) days off.

Zone gang employees will be reimbursed for actual and necessary expenses (lodging and meals). Employees will receive \$15.00 incidental expense allowance per day worked. Employees will receive \$9.00 for every twenty five (25) miles traveled from home to work at the beginning and end of each work period. The Carrier will give

employees notice of work schedules and locations, except in emergency circumstances, so they can plan their travel.

If a mobile unit is moved and employees assigned thereto are not able to move their vehicle during the time the mobile unit is being moved, the employees will be returned to the location of their vehicle at the Company's expense.

If an employee stays at the work location on the employee's days off, meal and lodging costs will be paid by the Carrier, not to exceed the allowance the employee would have received for mileage home.

If an employee travels to a location other than home during the employee's off days, the employee will receive mileage payment (\$9.00 per 25 miles) for the lesser of the travel to the employee's home or the actual travel incurred.

If an employee travels home everyday, the employee will not receive \$9.00 per 25 miles allowance, but will receive the \$15.00 daily incidental expense allowance for each day worked and paid noon meals.

NOTE: It is agreed between the parties that these costs and allowances will be reviewed by the Carrier and Organization at three (3) year intervals.

Zone gangs may be at any location performing any agreement work. Zone gangs performing work on its own zone and on a seniority district where there are involuntarily furloughed employees will be headquartered or abolished at the written request of the General Chairman. Zone gangs will not work across zone lines if employees are involuntarily furloughed in the seniority district where the work is located. If a zone gang is performing work off of its zone, the employees of that gang will receive one and one-half time pay, up until the employees of the gang qualify for double-time, at which time they will be paid at the double-time rate.

RULE 37 - EXPENSE ACCOUNTS

Employees will receive allowances for expenses as soon as possible consistent with accounting practices applicable to all classes. In the event, the Company disputes any item(s) submitted on an expense account, payment will be made on undisputed items as outlined above.

RULE 38 - TRAINING

Assistant Signalmen will be subject to the terms of the Training Agreement in effect between the parties (see Appendix S).

RULE 39 - RATES OF PAY

The Carrier will compile a new rate sheet each time the rate of pay changes on the individual positions listed, including the basic rate and the rate including the cost-of-living allowance. A copy of the rate sheets will be furnished to the General Chairman.

NOTE 1: Signal employees holding seniority on the California District and actively working will receive an additional payment of Two Hundred Dollars (\$200.00) per month.

NOTE 2: CDC Technicians pay rates are paid based upon the following progression:

Level 1: Signal school is not completed; no FCC or equivalent license.

Level 2: Either signal school or FCC(or equivalent) license completed, but not both.

Level 3: Both signal school and FCC (or equivalent) license completed.

None of the above steps will extend beyond a two (2) year period of time.

RULE 40 - SENIORITY

Employees entering the service on and after the effective date of this agreement will establish a seniority date in Class 2 as of the date their pay starts. Employees will establish the same seniority date in Class 1 once they have completed the Training Program. Employees assigned to Class 1 positions prior to completion of the training program will establish a temporary seniority date in Class 1 as of the date their pay starts on a Class 1 position. This temporary date will be effective until such time as they have graduated from the training program. Upon graduation, such employees will establish a date in accordance with the second sentence of this rule. Employees whose applications are rejected within ninety (90) days of first commencing work will not establish seniority.

An employee filling a temporary vacancy in a higher seniority class as a result of an employee being absent due to leave of absence, vacation, illness or other physical disability, or an employee filling an advertised permanent vacancy or new position in a higher seniority class during the period the vacancy or new position is being advertised for seniority application, will not thereby establish seniority in such higher seniority class. The establishment of seniority in a higher class does not convey seniority in lower classes. Seniority can be accumulated in all classes where properly established.

Employees initially hired on a zone gang will designate their home district for seniority purposes. This designation will be made with copies to the General Chairman and Local Chairman. The employee must designate a seniority district that is encompassed within the territory of the zone for which the employee is hired.

Seniority classes will be as follows:

Class 1 - Signal Shop Foreman
 Signal Foreman
 Signal Maintenance Foreman
 Assistant Signal Shop Foreman
 Assistant Signal Foreman
 Signal Inspector
 C.D.C. Electronic Technician
 Retarder Yard Maintainer
 Electronic Technician
 Interlocking Repairman
 Signal Maintainer
 Relief Signal Maintainer
 Signal Shop Technician
 Leading Signalman
 Signalman
 Signalman Truck Driver

Class 2 - Assistant Signalman
 Assistant Signalman Candidate

RULE 41 - PREVIOUS EXPERIENCE

An assistant signalman will be classified and paid in accordance with his previous experience in signal work on this or any other railroad and not to exceed two (2) years (580 days) in any related line of electrical or mechanical work, in accordance with the appropriate rate - as outlined in Rule 39.

RULE 42 - SENIORITY RIGHTS

A. Rights accruing to employees under their seniority entitle them to consideration for positions in accordance with their relative length of service as hereinafter provided.

B. If more than one employee begins service on a seniority district on the same date, the employee's relative position on the roster will be decided by the birth dates of the employees, the oldest employee being ranked above the younger .

C. The seniority of any employee whose seniority is established after September 23, 1986 and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

The "365 consecutive days" will exclude any period in which a furloughed employee received compensation pursuant to an I.C.C. employee protection order or an employee protection agreement or arrangement.

D. Transfers from one seniority district to another may result in the loss of seniority and credited services, however, benefits will accrue based on total time with Union Pacific Railroad as a Signal employee.

RULE 43 - FORFEITURE OF SENIORITY

In order to be eligible for recall, employees furloughed by reason of force reduction must have a current address on file at all times with the Assistant Director of Non-Operating Personnel Services. Any change of address must be transmitted via U. S. Mail within ten (10) days of the change to:

Assistant Director Non-Operating Personnel Services
1416 Dodge Street, PNG 06
Omaha, Nebraska 68179

All notices of recall will be transmitted to the last address of record. Employees failing to respond to the recall letter to the last address of record will forfeit all seniority rights.

RULE 44 - SENIORITY DISTRICTS AND RESTRICTIONS

Seniority rights of employees will be restricted to the territories as shown below except as may be provided by Agreement.

1. Nebraska District
 - Omaha Subdivision - Council Bluffs (MP0.0) to Fremont (MP39.2)
 - Columbus Subdivision - Fremont (MP39.2) to East Grand Island (MP144.6)
 - Kearney Subdivision - E. Grand Island (MP144.6) to Platte River (MP282.0)
 - No. Platte Terminal Subdivision - Platte River (MP282.0) to Hindman (MP 292.0)
 - Sidney Subdivision - Hindman (MP 292.0) to Cheyenne (MP509.5)
 - So. Morrill Subdivision - O=Fallon (MP0.0) to Horse Creek (MP165.5)
 - Powder River Subdivision - Horse Creek (MP165.5) to Shawnee Jct. (MP271.4)
 - Casper Subdivision - Shawnee (MP521.1) to End of Track
 - Yoder Subdivision - Horse Creek (MP163.6) to Egbert (MP243.5)
 - Gerald Gentleman Subdivision - Jordan (MP0.0) to Gerald Gentleman Jct. (MP9.3)
 - Julesburg Subdivision - Julesburg (MP0.6) to Union (MP81.1)
2. Wyoming District
 - Greeley Subdivision - Speer (MP98.6) to Hazeltine (MP 13.0)
 - Laramie Subdivision - Cheyenne (MP509.5) all tracks to Rawlins (MP682.8)
 - Rawlins Subdivision - Rawlins (MP682.8) to Green River (MP817.3)
 - Evanston Subdivision - Green River (MP817.3) to Ogden (MP993.0)
 - Fort Collins Subdivision - LaSalle (MP 0.0) to Boettcher (MP37.3)
3. Old Kansas District
 - Marysville Subdivision - West Yard MP 6.6 to Gibbon Jct. MP 287.8
 - Hiawatha Subdivision - Upland (MP107.7) to Hiawatha Jct. (MP42.1)
 - Salina Subdivision - East Menoken (MP73.0) to Salina (MP186.6)
 - Sharon Springs Subdivision - Salina (MP186.6) to Sharon Springs (MP429.9)
 - Limon Subdivision - Sharon Springs (MP429.9) to Mesa (MP625.5)
 - Plainville Subdivision - Oakley (MP224.5) to End of Track
 - Tucumcari Subdivision - Tucumcari (MP638.5) to Dalhart (MP545.4)
 - Topeka Subdivision - SJ Jct. (MP89.0) to Herington (MP171.4)
 - Herington Subdivision - Herington (MP171.4) to Pratt (MP297.9)
 - Pratt Subdivision - Pratt (MP297.9) to Dalhart (MP545.4)
4. D&RGW District
 - Greely Subdivision - Denver Union Terminal (MP0.0) to Hazeltine (MP13.0)
 - Colorado Springs Subdivision - Denver Union Terminal (MP0.0) to Pueblo Jct. (MP118.2)
 - Alamosa Subdivision - Pueblo (MP119.4) to Creede (MP320.7)
 - Antonito Subdivision - Alamosa (MP251.7) to Antonito (MP280.3)
 - Tennessee Pass Subdivision - Pueblo Jct.(MP118.2) to Dotsero (MP342.0)
 - Moffat Tunnel Subdivision - Denver Union Terminal (MP0.0) to Phippsburg (MP168.0)

Craig Subdivision - Phippsburg (MP168.0) to Axial (MP25.5)
Glenwood Springs Subdivision - Bond (MP128.8) to Grand Jct. (MP450.0)
North Fork Subdivision - Hawksnest (MP95.5) to Grand Jct. (MP0.0)
Green River Subdivision - Grand Jct. (MP450.0) to Helper (MP 626.4)
Provo Subdivision - Helper (MP626.4) all tracks to Midvale (MP 734.9)
Sharp Subdivision - Sharp MP 710.9 to Provo (MP752.8)
Limon Subdivision - Pullman (MP638.2) to Mesa (MP 625.5)
Cane Creek Subdivision - Potash (MP35.8) to Brendel (MP0.0)
Sunnyside Subdivision - Mounds (MP0.0) to Sunnyside (MP 17.5)
Pleasant Valley Subdivision - Colton (MP0.0) to End of Track

5. Western District

Salt Lake Subdivision - Grant Tower (MP782.5) to Ogden (MP 0.0)
Ogden Subdivision - Ogden (MP0.0) to McCammon (MP111.4)
Pocatello Subdivision - Granger (MP846.8) to Pocatello (MP214.2)
Montana Subdivision - Pocatello Jct. MP 135.1 to Silver Bow MP 390.0
Nampa Subdivision - Pocatello (MP214.2) to Nampa (MP456.8)
Boise Subdivision - Nampa (467.80 to Orchard (MP423.5)
Huntington Subdivision - Nampa (MP456.8) to Huntington (MP538.4)
Provo Subdivision - Midvale MP 734.4 to Salt Lake MP 745.1
Lynndyl Subdivision - Salt Lake City (MP782.9) to Milford (MP 576.7)
Caliente Subdivision - Milford (MP576.7) to Las Vegas (MP334.3)
Cima Subdivision - Las Vegas (MP334.3) to Arden (MP 321.3)
Sharp Subdivision from Sharp MP 710.9 to Lynndl MP 665.7
Malad Subdivision - Brigham City (MP0.0) to End of Track
Cache Valley Subdivision - Cache Jct. (MP0.2) to Preston (MP50.8)
Mead Lake Subdivision - Moapa (MP0.0) to Mead Lake (MP16.7)
Cedar City Subdivision - Lund (MP0.0) to End of Track
Comstock Subdivision - Iron Springs (MP0.0) to End of Track
BMI Subdivision - Boulder Jct. (MP0.0) to End of Track

6. Oregon District

Huntington Subdivision - Huntington (MP538.4) to E. La Grande (MP290.7)
La Grande Subdivision - E. La Grande (MP290.7) to Hinkle (MP185.3)
Ayer Subdivision - Hinkle (MP184.2) to SI Yard (MP2.7)
Riparia Subdivision - SI Yard (MP2.7) to Eastport (MP140.7)
Wallace Subdivision - Plummer (MPB19.8) to BNSF Connection (MP163.3)
Portland Subdivision- Hinkle (MP185.3) to Portland MP 0.0 via either Graham or
Kenton lines
Seattle Subdivision - Albina (MP1.6) to Seattle (MP182.2)
Brooklyn Subdivision - Portland MP 770.4 to Oregon City (MP755.5)
Grays Harbor Subdivision - Centralia (MP0.6) to Hoquiam (MP72.6)
Condon Subdivision - Arlington (MP0.0) to Gilliam (MP11.5)
Bend Subdivision - Oregon Trunk Jct. (MP0.0) to Bend (MP151.9)

7. Nevada District

Lakeside Subdivision - Ogden (MP781.2) to Alazon (MP603.6)

Shafter Subdivision - Smelter (MP 766.4) to Elko (MP 557.0 on track #1 and MP670.7 on track #2)
Elko Subdivision - Elko (MP670.7) to Winnemucca (MP532.1 on track #2) and Weso (MP420.9 on track #1)
Winnemucca Subdivision - Winnemucca (MP532.1) to Portola (MP321.4)
Reno Subdivision - Reno Jct. (MP0.0) to Reno (MP 33.1)
Nevada Subdivision - Weso (MP420.9) to Sparks (MP246.2)
Roseville Subdivision - Sparks (MP246.2 to West Reno (MP 241.0)
Fallon Subdivision - Hazen (MP288.1) to End of Track
Mina Subdivision - Hazen (MP288.1) to End of Track

8. Portland District

Brooklyn Subdivision - Oregon City (MP 755.5) to Oakridge (MP580.5)
Cascade Subdivision - Oakridge (MP 580.5) to Klamath Falls Yard (MP429.9)

9. California District

Black Butte Subdivision - Klamath Falls Yard (MP429.9) to Dunsmuir (MP322.1)
Valley Subdivision - Dunsmuir (MP322.1) to Roseville (MP106.6)
Roseville Subdivision - West Reno MP 241.0 to Roseville (MP106.6)
Martinez Subdivision - Roseville (MP106.6) to Oakland (MP2.2)
Tracy Subdivision - Martinez (MP34.7) to Lathrop (MP93.5)
Coast Subdivision - West Oakland (MP4.2) to San Luis Obispo (MP249.6)
Niles Subdivision - Elmhurst (MP13.5) to Newark (MP34.9)
Warm Springs Subdivision - Niles Jct. (MP0.0) to San Jose Depot (MP18.1)
San Francisco Subdivision - San Francisco (MP0.0) to Santa Clara (MP44.8)
Hollister Subdivision - Carnadero (MP0.0) to End of Track
Santa Cruz Subdivision - Watsonville Jct. (MP0.0) to Davenport (MP31.9)
Fresno Subdivision - Bakersfield (MP312.9) to Elvas (MP38.8)
Modoc Subdivision - Texum MP 553.2 to Wendel MP 358.7
Santa Barbara Subdivision - San Luis Obispo(MP249.6) Moorepark (MP423.1)
Los Angeles Subdivision - Yermo (MP162.0) to Bridge Jct. (MP1.9)
Mojave Subdivision - West Colton (MP494.2) to Bakersfield (MP312.9)
Yuma Subdivision - West Colton (MP 535.0) to East Yard (MP737.5)
Canyon Subdivision - Portola (MP322.3) to Mitchell Ave. (MP204.5)
Sacramento Subdivision - Mitchell Ave. (MP204.5) to Stockton (MP92.7)
Oakland Subdivision - Stockton (MP92.7) to Melrose (MP10.5)
Tidewater Subdivision - Turlock (MP47.9) to Stockton (MP0.0)
Milpitas Subdivision - Niles Jct. (MP0.0) to Milpitas (MP12.2)
Bieber Subdivision - Keddie MP 0.0 to MP 0.2
Alhambra Subdivision - West Colton (MP535.0) to Yuma Jct. (MP482.8)
Los Nietos Subdivision - Bartolo (MP11.3) to Dolores CTF (MPA497.8)
La Habra Subdivision - Slauson Jct. (MP487.3) to Los Nietos (MP496.5)
Wilmington Subdivision - Los Angeles J Yard (MP484.9) to Dolores CTF (MP498.3)
Lone Pine Subdivision - Mojave (MP380.1) to End of Track
Alameda Subdivision - Los Angeles J Yard (MP485.0) to Firestone Park (MP489.1)

San Pedro Subdivision - Downey Rd. (MP2.8) to Manuel Yard (MP20.8)
Cima Subdivision - Arden (MP321.3) to Yermo (MP162.0)

10. Tucson District

Gila Subdivision - Yuma (MP737.5) to PFE Yard (MP986.6)
Lordsburg Subdivision - PFE Yard (MP986.6) to West End Gary (MP1146.6)
Nogales Subdivision - Nogales (MP1048.0) to Tucson (MP984.8)

11. Rio Grande District

Lordsburg Subdivision - West End Gary (MP1146.6) to El Paso (MP1297.6)
Carrizozo Subdivision - El Paso (MP 1297.6) to West Vaughn (MP1524.7)
Tucumcari Subdivision - West Vaughn (MP1524.7) to Tucumcari (MP1627.4)
Clifton Subdivision - Lordsburg (MP1146.4) to Clifton (MP1216.7)

12. MP District:

Villa Grove Subdivision - 81st Street (MP9.0) to Villa Grove (MP144.6)
Pana Subdivision - Villa Grove (MP146.8) to Lenox (MP275.7)
Salem Subdivision - Findlay Jct. (MP185.5) to Salem (MP251.3)
Mt. Vernon Subdivision - Salem (MP251.3) to Benton Jct. (MP298.2)
Marion Subdivision - Benton Jct. (MP298.2) to Vienna Jct. (MP 339.7)
Joliet Subdivision - Joliet (MP36.7) to Bloomington (MP126.6)
Springfield Subdivision - Bloomington (MP126.6) to Church (MP287.2)
Pequot Subdivision - Pequot (MP56.9) to Mazonia (MP 63.3)
Mt. Vernon Subdivision - Benton Jct. (MP298.2) to Cahp (MP339.1)
Chester Subdivision - Valley Jct. (MP0.2) to Charleston Jct. (MP171.9)
Pinckneyville Subdivision - Chester (MP64.0) to JSW Jct. (MP121.8)
Desoto Subdivision - St. Louis (MP0.5) to Poplar Bluff Fourth Street (MP165.6)
Sparta Subdivision - Hoyleton (MP23.0) to Kellogg (MP81.3)
Sikeston Subdivision - Dexter Jct. (MP131.2) to End of Track
Ste. Genevieve Subdivision - Riverside (MP0.0) to BNSF Connection (MP 5.5)
Pea Ridge Subdivision - Cadet (MP57.7) to Pea Ridge (MP84.1)
Jefferson City Subdivision - Gration St. (MP0.0) to River Jct. (MP128.0)
Lackland Subdivision - RI Jct. (MP10.3) to Owensville (MP91.5)
Brinkley Subdivision - Briark (MP4.1) to Brinley (MP70.6)
Memphis Subdivision - Memphis (MP380.7) to Bald Knob (MP287.9)
Gurdon Subdivision - Gurdon (MP 426.3) to End of Track
Helena Subdivision - Wynne (MP280.2) to Helena Jct. (MP326.2)
New Madrid Subdivision - Malden Jct. (MP57.9) to End of Track
Hoxie Subdivision - Charleston Jct (MP141.0) to N. Little Rock (MP343.6)
Little Rock Subdivision - N. Little Rock (MP343.6) to Alexander (MP 358.8)
Jonesboro Subdivision - Dexter Jct. (MP40.3) to Pine Bluff (MP264.2)
White Bluff Subdivision - LR Jct. (MP305.1) to S. Pine Bluff (MP353.8)
Pine Bluff Subdivision - Pine Bluff Yard (MP264.2) to Big Sandy (MP525.1)
Nashville Subdivision - Perkins (MP493.1) to Hope (MP457.5)
Van Buren Subdivision - N. Little Rock (MP343.6) to Van Buren (MP497.2)
Warren Subdivision - Warren Jct. (MP422.3) to End of Track

Wynne Subdivision - Jonesboro Jct. (MP235.3) to Connection to Memphis Subdivision (MP280.4).
 Choctaw Subdivision - McAlester (MP564.8) to North Tower (MP754.4)
 Duncan Subdivision - North Tower 55 (MP12.9) to Chickasha (MP436.3)
 Enid Subdivision - Chickasha (MP436.3) to Wichita (MP241.8)
 Wichita Subdivision - Wichita Yard (MP482.6) to End of Track
 McPherson Subdivision - Herington Jct. (MP474.7) to End of Track
 Lost Springs Subdivision Wichita (MP241.8) to Herington (MP172.0) Herington Subdivision - Hope Industrial Lead
 Lawton Subdivision - Chickasha (MP0.0) to End of Track
 Oklahoma City Subdivision - El Reno (MP512.3) to End of Track
 KCT Subdivision - Entire Subdivision
 River Subdivision - River Jct. (MP127.9) to Rock Creek Jct. (MP444.8)
 Sedalia Subdivision - River Jct. (MP128.0) to Kansas City (MP283.0)
 Parsons Subdivision - Kansas City (MP0.0) to Parsons (MP387.1)
 Cherokee Subdivision - Parsons (MP 387.1) to McAlester (MP564.8)
 Coffeyville Subdivision - Leeds Jct. (MPB284.7) to Coffeyville (MP467.8)
 Wagoner Subdivision - Coffeyville (MP467.8) to Van Buren (MP 497.2)
 Falls City Subdivision - Edgewater (MP287.5) to Gilmore (MP 12.2)
 Tulsa Subdivision - Chase (MP324.8) to End of Track
 Little Rock Subdivision - Little Rock (MP358.8) to Longview (MP89.6)
 McGehee Subdivision - S. Pine Bluff (MP353.8) to Monroe (MP501.2)
 Monroe Subdivision - Monroe (MP501.2) to Texmo Jct. (MP195.7)
 Reisor Subdivision - Marshall Jct. (MP351.4) to Texmo Jct. (MP195.7)
 Shreveport Subdivision - Lewisville (MP 389.7) to Shreveport Yd (MP451.7)
 Commerce Subdivision - Mt. Pleasant (MP 479.5) to Sulphur Springs (MP517.7)
 Dallas Subdivision - Longview (MP89.6) to Centennial Yard (MP249.7)
 Corsicana Subdivision - Big Sandy Jct. (MP525.0) to Corsicana (MP621.3)
 DFW Subdivision - 6th Street Jct. (MP611.9) to North Jct. (MP644.1)
 Ennis Subdivision - SP Jct. (MP261.2) to Hearne (MP120.7)
 Ft. Worth Subdivision - South Tower (MP250.9) to Valley Jct. (MP100.9)
 Hearne Subdivision - West Jct. (MP1.1) to Hearne (MP89.6)
 Midlothian Subdivision - Midlothian Jct. (MP50.2) to Garrett Jct. (MP0.0)
 Sherman Subdivision - Sherman (MP328.8) to Plano (MP282.1)
 Smithville Subdivision - Smithville (MP69.4) to End of Track
 Waco Subdivision - Wact Jct. (MP842.1) to Smithville (MP969.4)
 Baird Subdivision - Centennial Yard (MP249.7) to Sweetwater (MP447.8)

Palestine Subdivision - Longview (MP0.0) to Belt Jct. (MP229.1)
 Henderson Subdivision - Overton (MP0.0) to Henderson (MP16.3)
 Livonia Subdivision - Livonia (MP114.8) to Algiers (MP1.0)
 Lafayette Subdivision - Iowa Jct. (MP205.2) to Dawes (MP353.0)
 Lufkin Subdivision - Shreveport (MP449.1) to Tower 26 (MP0.7)
 Lake Charles Subdivision - Iowa Jct. (MP680.0) to Willow Glen (MP190.4)
 Alexandria Subdivision - Willow Glen (MP190.4) to Livonia (MP114.8)
 Anchorage Subdivision - Anchorage (MP643.9) to Livonia (MP621.0)
 Avoyelles Subdivision - Lobdell Jct. (MP12.8) to Addis (MP0.0)

Avondale Subdivision - West Bridge Jct. (MP10.5) to BNSF Connection (MP14.9)
 Beaumont Subdivision - Livonia (MP621.0) to Gulf Coast Jct. (MP378.0)
 Galveston Subdivision - SO. GH&H Jct. (MP185.9) to Galveston (MP233.2)
 Baytown Subdivision - Econo Rail (MP33.2) to North Shore Jct. (MP0.0)
 Houston East Belt Jct. - Belt Jct. (MP3.4) to Double Track Jct. (MP14.3)
 Houston West Belt Jct. - Belt Jct. (MP2.3) to BNSF Connection (MP11.1)
 Eureka Subdivision - Navasota Jct. (MP70.8) to Eureka (MP5.7)
 Dayton Subdivision - Dayton Jct. (MP0.0) to End of Track
 Bellaire Subdivision - Bellaire Jct. (MP6.2) to Eagle Lake Jct. (MP61.1)
 Strang Subdivision - Tower 66 (MP0.0) to End of Track
 Terminal Subdivision - Dawes (MP353.0) to West Jct. (MP375.0)
 Passenger Main - Tower 26 (MP0.0) to Chaney Jct. (MP2.8)
 Kosmos Subdivision - Sinton (MP120.8) to Gregory (MP138.2)
 Navasota Subdivision - Valley Jct. (MP100.9) to Spring Jct. (MP0.0)
 Glidden Subdivision - Harrisburg Jct. (MP1.3) to Flatonia (MP120.0)
 Port Lavaca Subdivision - Flatonia (MP120.0) to Port Lavaca (MP0.0)
 Bryan Subdivision - Hearne (MP120.7) to Bryan Jct. (MP97.0)
 Angleton Subdivision - Algoa (MP343.1) to Bloomington (MP221.0)
 Brownsville Subdivision - Bloomington (MP221.0) to Brownsville (MP0.7)
 Santa Rosa Subdivision - Palo Alto Jct. (MP198.0) to Harlingen Jct. (MP172.6)
 Coletto Creek Subdivision - Victoria (MP90.8) to Coletto Creek (MP106.6)
 Wharton Subdivision - Tower 17 (MP0.0) to End of Track
 Austin Subdivision - Hearne (MP89.6) to SoSan (MP264.3) and Centex
 (MP208.3) to Tower 105 (MP260.4) on #2 Track
 Lockhart Subdivision - Smithville (MP0.0) to Ajax (MP51.9)
 Flatonia Subdivision - Hearne (MP0.0) to Kirby (MP202.2)
 Corpus Christi Subdivision - SoSan (MP3.1) to Corpus Christi (MP149.0)
 Kerrville Subdivision - Tower 112 (MP237.0) to Camp Stanley (MP259.1)
 Rockport Subdivision - Tower 112 (MP0.0) to Coal Plant Jct. (MP11.0)
 Laredo Subdivision - SoSan (MP264.3) to Laredo (MP412.5)
 Del Rio Subdivision - Kirby (MP202.2) to Del Rio (MP378.5)
 Sanderson Subdivision - Del Rio (MP378.5) to Alpine (MP607.2)
 Eagle Pass Subdivision - Spofford (MP0.0) to Eagle Pass (MP32.5)
 Toyah Subdivision - Sweetwater (MP447.8) to Toyah (MP666.1)
 Sierra Blanca Subdivision - Toyah (MP666.1) to Sierra Blanca (MP768.7)
 Valentine Subdivision - Alpine (MP607.2) to El Paso (MP827.0)

15. Centralized Dispatching Center
Former Roster 10 (CDC)

NOTE: The above described seniority districts include all branches, industrial leads, industrial tracks and yards within those territories. The above subdivisions were derived from Timetable No. 1, which became effective October 25, 1998.

RULE 45 - CHANGE IN SENIORITY DISTRICTS

In case of changes in seniority districts the rights of employees affected will be adjusted in the revised districts by agreement between the Management and the General Chairman.

RULE 46 - RETAINING SENIORITY

A. Employees temporarily transferred by direction of the Management from one seniority district to another will retain their seniority rights in the district from which transferred.

B. An employee retiring under the disability provisions of the Railroad Retirement Act retains his seniority and his right to return to service, as provided for by the Act.

RULE 47 - SENIORITY ROSTERS

Seniority rosters will show the name and date employees establish seniority in each class. Seniority rosters of employees for each seniority district will be separately compiled.

Seniority rosters will be revised in January of each year, and will be open to correction for a period of sixty (60) calendar days thereafter. A seniority date not protested within sixty (60) days from its first posting on a roster will be considered permanently established. Typographical errors in subsequent rosters may be corrected at any time. Copies of revised rosters will be furnished to the General Chairman of the affected employees.

RULE 48 - PROMOTION TO OFFICIAL POSITIONS

A. Employees promoted to an official or subordinate official position with the Union Pacific Railroad Company (including subsidiary companies); employees serving on railroad commissions or bureaus; employees elected to public office; or employees occupying full-time office with the Brotherhood of Railroad Signalmen will retain and continue to accumulate seniority on the seniority rosters on which they hold seniority. In the event such position is abolished, the employee will be permitted to exercise his seniority displacement rights, as provided in Rule 58 of this agreement. An employee relinquishing or demoted from such position will be permitted to return to the seniority class from which promoted and to displace the junior employee (if his junior) in such class; if no employee is his junior in that class, he may displace the junior employee (if his junior) in the next lower class in which his seniority will permit him to work.

B. Signal Department employees covered by this agreement will be considered for promotion to supervisory and other official positions.

RULE 49 - SENIORITY RETENTION

A. Any employee who was promoted to an official, supervisory, or excepted position from the craft or class represented by the Brotherhood of Railroad Signalmen on or before September 23, 1986, may elect to accumulate seniority within the craft or class represented by the Brotherhood of Railroad Signalmen. Such an employee who elects to accumulate seniority will have ninety (90) days from September 23, 1986, to pay a fee no greater than the current quarter's membership dues to the applicable local lodge. Thereafter he will accumulate seniority so long as he pays a fee no greater than the current membership dues of his local lodge. In the event such an employee does not pay the required fees, the duly authorized representative of the Brotherhood of Railroad Signalmen will so notify the designated Carrier officer with a copy to the employee involved. An opportunity for a hearing and reinstatement similar to that provided a current employee represented by the Brotherhood of Railroad Signalmen will be provided. If such promoted employee is not reinstated, he will retain but cease to accumulate seniority in the craft or class represented by the Brotherhood of Railroad Signalmen.

B. Any employee who is promoted to an official, supervisory, or excepted position from the craft or class represented by the Brotherhood of Railroad Signalmen subsequent to September 23, 1986, may elect to retain and accumulate seniority within the craft or class represented by the Brotherhood of Railroad Signalmen so long as he pays a fee no greater than the current membership dues to the applicable local lodge. In the event such an employee fails to pay such fee, the duly authorized representative of the Brotherhood of Railroad Signalmen will so notify the designated carrier officer with a copy to the employee involved. An opportunity for a hearing and reinstatement similar to that provided a current employee represented by the Brotherhood of Railroad Signalmen will be provided. If such promoted employee is not reinstated, his seniority in the craft or class represented by the Brotherhood of Railroad Signalmen will be terminated and his name will be removed from the appropriate seniority roster.

RULE 50 - BULLETINS

Bulletins will contain the following information:

1. Title and position
2. Location (Headquarters and/or assigned territory)
3. Hours of Service
4. Rest Days
5. Rate of Pay
6. Permanent or Temporary
7. Vacated by
8. Instructions as to when bids must be received and to whom they must be addressed.

RULE 51 - ADVERTISING POSITIONS FOR SENIORITY CHOICE

A. New positions and vacancies, excepting positions of Assistant Signalmen and Assistant Signalman Candidates, which are expected to be of more than six months' duration will be advertised as permanent within thirty (30) calendar days previous to or ten calendar days following the date such new position is created or vacancy occurs. New positions and vacancies of more than thirty (30) calendar days and less than six months' duration will be advertised within the above time limits as temporary. Except when temporary vacancy is due to physical disability of employee, a position which has been advertised as temporary and does in fact exceed six months, will be re-advertised at the end of six months as permanent. Bulletins will be made accessible by posting to all employees affected for a period of ten calendar days. Employees desiring such positions will file their applications with the designated official, with copy to Local Chairman, within that time and an assignment will be made within five calendar days thereafter. Employees affected and the Local Chairman will be promptly advised of the assignment made. When an employee's location of headquarters is changed, position will be bulletined at the request of the incumbent.

B. When an employee has been granted an annuity under the provisions of the Railroad Retirement Act account of physical disability, the position formerly held will be bulletined as permanent. If the physical disability improves to such an extent that the employee can return to work before reaching age 65, such employee will be permitted, upon 30 days' notice, to return to the position last held (if it has not been abolished or acquired by a senior employee in the exercise of displacement rights), or displace any junior employee who has acquired a position during the period of absence.

C. Bulletined positions may be filled temporarily, pending an assignment, and in event no applications are received may be filled within thirty (30) calendar days by hiring a new employee who will be considered as assigned by bulletin.

D. Bulletins covering positions vacant due to leave of absence will state duration of leave.

E. Positions or vacancies of thirty (30) calendar days or less will be considered temporary and may be filled without bulletining. When filled, the senior furloughed employee, or employee holding an assignment in a lower class on account of force reduction, will be called and used where available, and where not available and a junior employee is used, any senior furloughed employee will upon arrival, and reporting for duty, be permitted to displace the junior employee.

RULE 52 - ASSIGNING POSITIONS

In filling vacancies and new positions, ability being sufficient, seniority will govern. An employee transferred in the exercise of seniority rights in his own class and failing to qualify within thirty (30) working days may exercise his seniority to a vacancy. If no vacancy exists, he may exercise his seniority to displace the junior employee (if his junior) in the same seniority class; if there is no employee junior to him in that class, he may displace an employee junior to him in the next lower seniority class in which his seniority will permit him to work.

RULE 53 - ASSIGNMENTS TO NEW POSITIONS OR VACANCIES

Notice of assignment to bulletined positions will be posted five (5) days after the bulletin closes. Transfer of successful applicants to new assignments will be made within fifteen (15) calendar days after date of assignment. If the successful applicant is not so transferred within the above specified period and held by direction of the management, the employee will be allowed a penalty allowance of \$20.00 per calendar day until such time as the employee is placed on said position.

When an employee bids for and is awarded a bulletined position, the former position will be declared vacant and bulletined. An employee assigned after bidding in a bulletined position will be required to accept the assignment.

The successful applicant must accept the newly assigned position; failing to do so he will be removed from service.

An employee assigned under this rule is not eligible to bid back into vacancy created by himself on the same job more than one time.

If a position being filled under a temporary assignment is abolished, the individual filling such position may return to his former position if such position still exists and it has-not been acquired by a senior employee in the exercise of his displacement rights.

Nothing in this agreement requires the maintenance of any position.

Copies of notices of assignments will be furnished the General Chairman and the Local Chairmen concerned.

RULE 54 - ACCEPTING POSITIONS UNDER SENIORITY RIGHTS

Employees accepting positions in the exercise of their seniority rights will do so without causing expense to the railroad. Subject to state and federal regulations, they will be allowed free transportation for themselves, dependent members of their families, and their household effects. This privilege need not be granted more than once in a twelve (12) month period unless meritorious reason can be shown.

RULE 55 - NO VALID BIDS RECEIVED

When a position is advertised for bid, no valid bids are received, and the position is to be filled, the junior unassigned signalman will be assigned. If there is no junior unassigned signalman available, the available senior assistant signalman with a minimum of one year of signal service will be assigned.

If the position is to be abolished, the notice of abolishment will be included on the next advertisement or assignment notice as information to the employees.

An employee force-assigned to a position under the provision of this rule will be eligible for Article XII benefits.

RULE 56 - ESTABLISHED POSITIONS

Established positions will not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of the rules in this agreement.

RULE 57 - REDUCTION IN FORCE

- A. Except as otherwise provided in paragraphs C and D below, force reductions will not be made nor will positions be abolished until the employees affected have been given not less than five (5) working days, advance written notice.
- B. When force is reduced, the senior man in a class on a seniority district will be retained. When force is reduced on a gang, the position held by the junior employee in the class on the gang will be abolished.
- C. Advance notice will not be required under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph D below, provided that such conditions result in suspension of a Carrier's operations in whole or in part. It is understood and agreed that such force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, will receive four (4) hours, pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing rules.
- D. Advance notice will not be required where a suspension of a Carrier's operations in whole or in part is due to a labor dispute between said Carrier and any of its employees.
- E. Signalmen may be allowed to displace onto a Class Two position rather than be furloughed. Signalmen displacing under this condition will retain their signalman rate of pay.
- F. Employees who fail to exercise seniority in the highest class in which they hold seniority will forfeit all seniority rights unless leave of absence is authorized. Employees who fail to exercise seniority in lower classes will be considered furloughed and entitled to return to service only in connection with bulletined positions or vacancies.
- G. Employees changed to a lower seniority class by reason of being displaced through exercise of seniority rights will continue to accumulate seniority in the class from which displaced. However, such employees must return in the order of their seniority to such higher seniority class or forfeit all seniority rights.

RULE 58 - DISPLACEMENTS

- A. When force is reduced or positions abolished, an employee affected may, within five (5) calendar days from date of displacement (or if displaced while on vacation or leave of absence, within five (5) calendar days from date of return), displace any employee his junior of the same seniority class. If there is no such junior employee of the same seniority class, he may displace any employee his junior in the next lower seniority class. An employee so displaced may exercise his seniority rights in the same manner. Unless satisfactory evidence of being unavoidably detained is provided, failure to exercise seniority as set forth above will cause the employee to forfeit seniority rights, as per Rule 57(f).
- B. An employee exercising his displacement rights under this rule must give notice of his intention to displace to the individual being displaced and to Non-Operating Personnel Services, the supervisor and local chairman of the district no later than during regular work hours of the regular work day immediately preceding the date of actual displacement. A displacement is not effective until the employee is physically displaced. With the concurrence of management, employees who have been notified of their displacement may move prior to a physical displacement in order to avoid the loss of time.
- C. In reduction of forces when maintainer positions are abolished, the positions that can best be spared in the judgment of the Company, will be abolished without regard to seniority.
- D. In the event a new position is created, or a vacancy exists, an employee entitled to make a displacement may take such new position, or vacancy, until such time as the successful applicant is assigned. The employee will be required to bid on the position or vacancy occupied.
- E. If an employee does not desire to exercise the privilege of Section D, he may displace an employee his junior of the same seniority class.
- F. An employee who takes a position as provided in Section D and is not the successful applicant for the position, provided it is a position that must be advertised for seniority choice, or if the position is abolished or he is displaced therefrom, he will be entitled to again exercise the privileges of this rule.
- G. When a position, which has been abolished, is re-established within twelve (12) months, the employee who occupied the position at the time it was abolished, will have the right to take the reestablished position; if that employee does not accept the reestablished position, it will then be bulletined as a new position.
- H. If, at the end of a temporary vacancy, an employee, who exercised displacement rights thereon, has not acquired a position by bidding in a bulletined vacancy, or if he is displaced from the temporary vacancy by a senior employee in the exercise of displacement rights, he will then have five (5) calendar days from the

termination of the temporary vacancy or date of displacement rights as prescribed in this rule.

- I. An employee returning from leave of absence or annual vacation desiring to exercise seniority over a junior employee occupying a position that was advertised and closed for bidding during his absence, must do so within five (5) calendar days from return.

- J. An employee exercising seniority displacement rights into or away from positions which are working a compressed work periods, either eight days on and six days off or 12 days on and nine days off, the normal five (5) calendar day time limit for exercising seniority shall be increased to ten (10) calendar days. It is further agreed the employee exercising these rights will assume the working conditions of the gang he is exercising to.

RULE 59 - RESTORATION OF FORCES

Employees laid off due to force reduction and employees accepting positions in a lower class due to force reduction, will be returned to service or to a position in the higher class in the order of their seniority when positions are available, except as provided in Rule 60(C) with respect to positions expected to be of 60 days or less duration.

RULE 60 - RECALL OF FURLOUGHED EMPLOYEES

A. When an employee, laid off by reason of force reduction, desires to retain seniority rights, the employee must immediately file with the designated Carrier officer and Local Chairman the employee's address and any subsequent change of address. Laid off employees will be recalled in seniority order and, except as provided below, if they fail to return to service within ten (10) calendar days after being notified, they will forfeit all seniority rights. Notification of such employment will be made through the designated Carrier Official of the employees' home district, who will furnish transportation.

B. In filling positions, or in case of emergency, if the senior furloughed employee is not available, the senior available furloughed employee may be used until the senior furloughed employee reports for duty.

C. If the service for which recalled is expected to be of 60 days or less duration, such information will be included in recall notice and failure to return for such service will not result in forfeiture of seniority except in case of the junior employee or employees, as case may be, on recall list.

RULE 61 - APPLICATION FOR SERVICE (OTHER SENIORITY DISTRICTS)

A. Employees laid off on account of reduction in force will be given consideration for employment on other seniority districts. When so used they will establish seniority on that district in the class as of the date of their assignment, and retain seniority on their home district. Such employees will be required to return to their home district when recalled or forfeit seniority therein, and if they return they will forfeit seniority on the district from which recalled. Transfers under this rule will be made without compensation or expense to the Company.

B. Employees desiring employment under the provisions of this rule will file their names, addresses, seniority status and home district with the designated Carrier Officer of the district or districts on which employment is desired. Notification of such employment will be made through the designated Carrier Officer of the employees' home district, who will furnish transportation.

RULE 62 - LEAVE OF ABSENCE

A. Employees will be granted leaves of absence in writing when they can be spared without interference to the service, but not to exceed six months within any twelve month period, except in cases of sickness, organization work, special service with railroad bureaus or commissions, holding public office or work in a Signal Engineer's office. Copy of leave of absence will be furnished to the Local Chairman. Unless satisfactory evidence of being unavoidably detained is provided, any employee who fails to report for duty at the expiration of leave of absence will be considered as voluntarily resigned from service and such position will be declared vacant and bulletined unless an extension has been granted.

Leaves of Absence with permission to work elsewhere must have written approval of the General Chairman.

B. Employees returning from leave of absence or sick leave may return to former position or may exercise seniority rights over any junior employee who is holding a position that has been bulletined during such absence, except that if former position has been abolished or is being held by a senior employee in the exercise of displacement rights, such employee will exercise seniority over junior employees. Employees desiring to return from leave of absence before expiration thereof must give the designated carrier officer and the employee involved five (5) calendar days' advance notice before making displacement; except, however, employees granted medical leave of absence who are released for duty to return to service before expiration thereof must give forty-eight (48) hours' advance notice before returning.

C. Positions of employees granted leave of absence for military service will be promptly bulletined as vacancies for duration of such leave. Assistant Signal Technician may, upon their return to the service, continue their period of training and will be promoted and assigned to position of Signaller or Signal Maintainer, if such position is available, upon completion of same period of training served by junior assistants on their seniority district who were promoted while they were in military service. They will be accorded the same seniority date and standing in the higher seniority class that they would have established had they remained in the service of the Carrier.

D. Employees absenting themselves from their assignments for five (5) consecutive working days without proper authority will be considered as voluntarily forfeiting their seniority rights and employment relationship. Such employees may make request for a hearing relative to their forfeiture of seniority to show justifiable reason as to why proper authority was not obtained. Said request for hearing must be made within ten (10) calendar days from the date of removal from service.

RULE 63 - COMMITTEE WORK

Employees serving on committees will be granted leave of absence and such free transportation as is consistent with the regulations of the Company when needed for committee work.

RULE 64 - SUPERANNUATED EMPLOYEES

Employees who have performed long and faithful service for the Company and who have become unable to handle heavy work to advantage, will be given preference of such light work in the Signal Department as they are able to handle subject to the concurrence of the General Chairman.

RULE 65 - PHYSICAL EXAMINATIONS

A. Physical Disqualification

An employee subject to the Agreement between the parties hereto who is disqualified as a result of an examination conducted under the Carrier's rules governing physical or mental examinations will be notified in writing, with copy to his General Chairman of his disqualification and will be carried on leave of absence.

B. Requesting Re-Examination

If the employee feels his condition does not justify removal from the service or restriction of his rights to service, he may request re-examination. Such request must be submitted by him or his representative within thirty (30) days following notice of the disqualification, unless extended by mutual agreement between the General Chairman and Labor Relations. He may be given further examination as follows:

1. The employee will be re-examined by a physician designated by the Carrier and a physician of the employee's choice who will both be graduates of a Class (A) medical school of regular medicine. If the two physicians agree that the man is disqualified, their decision is final; if they agree the man is qualified, he will be returned to service.
2. If the two physicians fail to agree, the employee's physician and the Carrier's physician will select a third physician who will be a practitioner of recognized standing in the medical profession; and, where any special type of case is involved, must be a certified specialist in the disease or impairment which resulted in the employee's disqualification. The board of physicians thus selected will examine the employee and render a report of their findings within a reasonable time, not exceeding 30 days after their selection, setting forth the employee's physical condition and their conclusion as to whether he meets the requirements of the Carrier's physical examination rules. The 30-day period may be extended by mutual agreement between the General Chairman and Labor Relations.
3. The Carrier and the employee involved will each defray the expense of their respective physicians. The fee of the third member of the board will be borne equally by the employee involved and the Carrier. Other examination expenses such as X-ray, electrocardiographs, etc., will be borne equally by the employee involved and the Carrier.
4. If the majority of the Board of Physicians conclude that the employee meets the requirements of the Carrier's examination rules, he will be permitted to return to the service from which removed.
5. If there is any question as to whether there was any justification for restricting the employee's service or removing him from service at the time

of his disqualification by the Carrier doctor(s), the original medical findings which disclose his condition at the time disqualified will be furnished to the neutral doctor for his consideration and he will specify whether or not, in his opinion, there was justification for the original disqualification. The opinion of the neutral doctor will be accepted by both parties in settlement of this particular feature. If it is concluded that the disqualification was improper, the employee will be compensated for loss of earnings, if any, resulting from such restrictions or removal from service incident to his disqualification.

6. In the event the decision of the Board of physicians is adverse to the employee and he subsequently considers that his physical condition has improved sufficiently to justify considering his return to service, a re-examination will be arranged upon request of the employee, or his representative, but not earlier than ninety (90) days after such decision.

Should it be necessary to select a second Board of Physicians to resolve such a request for a re-examination and the decision of such second Board of Physicians is adverse to the employee, he will not be subject to any further re-examination.

C. Subsequent Re-Examination

If the employee accepts such physical disqualification and it later appears that his physical condition has improved and he furnishes evidence acceptable to the Carrier of such improvement, he will be permitted to return to service as promptly as possible. In the event the evidence is not acceptable, an examination may be arranged by the Carrier to determine his physical qualifications.

NOTE: It is recognized and understood by the parties that this is a minimum standard, subject to change of Carrier policy.

RULE 66 - EXAMINATIONS

Examinations or re-examinations as employees may be required to take, will, if possible, be conducted during regular working hours without deduction in pay therefor.

RULE 67 - REPORTS

All reports required from signal employees by the Carrier may be made out during regular assigned hours. Accident reports will be filed promptly, however, employees injured while on duty will not be required to make an accident report before they have been given proper medical attention and are in physical and mental condition to do so.

RULE 68 - INVESTIGATIONS, DISCIPLINE AND APPEALS

A. An employee who has been in service more than ninety (90) calendar days, or whose application has been formally approved, will not be disciplined or dismissed without a fair and impartial investigation, however, by mutual agreement with the company, an employee may accept discipline proposed by the company and waive, in writing, the right to a formal investigation. The waiver will specify the discipline to be assessed, but the waiver assessment will not result in dismissal, except for cases arising under the Prevention Program Companion Agreement, dated October 25, 1985. The employee will be afforded an opportunity to consult with his duly accredited representative before signing a waiver. The signed waiver will be placed on the employee's personal record and a copy will be furnished to the Local Chairman.

B. If a waiver is not offered and accepted, a formal investigation will be held and the employee will have the right to be represented at the investigation by an employee of his choice or by his duly accredited representative, and the employee and his representative will have the right to interrogate all witnesses produced by the Carrier. If the employee desires to have witnesses present at the investigation, the employee will have the right, at his expense, to bring to the investigation such witnesses. The Carrier will have the right to interrogate witnesses produced by the employee. The degree or level of discipline offered an employee on a waiver will not be increased to a higher level due to the employee not accepting the waiver. The employee may, however, be held out of service pending such investigation if serious infractions of the rules or safety are involved. In all disciplinary cases, except as otherwise provided in the footnote, the employee will be notified in writing of the specific charge or charges against him within fifteen (15) calendar days from the date the Carrier had knowledge of the alleged offense. Certified U.S. Mail will be considered written notice.

In cases wherein the Claimant is being held out of service, the investigation will be held within fifteen (15) calendar days from the date the employee is charged. In cases wherein the Claimant is not being held out of service, the investigation will be held within thirty (30) calendar days from the date the employee is charged.

C. In cases wherein the Claimant is being held out of service, a decision will be rendered and the employee notified within fifteen (15) calendar days after the completion of the investigation. If discipline is to be assessed, a transcript of the testimony taken at the investigation will be furnished to the employee under charge and his representative within fifteen (15) calendar days after the close of the investigation.

In cases where the Claimant is not being held out of service, a decision will be rendered and the employee notified within thirty (30) calendar days after the completion of the investigation. If discipline is to be assessed, a transcript of the testimony taken at the investigation will be furnished to the employee under charge and his representative within thirty (30) calendar days after the close of the investigation.

D. An employee disciplined and who is dissatisfied with the decision rendered in his case may, within sixty (60) calendar days from the date of the decision following the investigation present an appeal in writing personally, or through his representative, to the highest officer designated by the Management to handle such matters. A decision will be rendered by the highest designated officer within sixty (60) calendar days of the postmark of the appeal letter. Conference to discuss such appeal and decision will thereafter be held. It is understood by all parties that this expedited appeal system is only applicable to discipline claims.

All claims or grievances involved in a decision by the highest designated officer will be barred unless within nine (9) months from the date of said officer's decision proceedings are instituted by employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act.

E. In the event the charge is not sustained, it will be stricken from the record and the employee reinstated if he has been removed from his position, and compensated for his net wage loss.

F. This rule will not apply to requests for leniency.

G. All time limits referred to in this rule may be extended by mutual agreement between the parties.

H. In the event that a disciplinary letter is placed on an employee's personal record, the employee and the employee's local chairman will also be provided a copy of the letter.

NOTE 1: Time limitations as to preferring the charge and conducting the investigation are suspended in the event proceedings against the employee referred to herein are pending in either federal or state courts, a conviction in which may indicate the Carrier's rules have been violated.

NOTE 2: The reference to "Aduly accredited representative" or "Aduly accredited representatives" as used in this rule shall be interpreted to mean only the officers or committees of the organization of employees which is recognized as the authorized representative of the class or craft of employees in accordance with the provisions of the Railway Labor Act, as amended.

RULE 69 - CLAIMS AND GRIEVANCES

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

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

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

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

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

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

RULE 70 - UNJUST TREATMENT

An employee who considers himself unjustly treated, other than covered by these rules, will have the same right of hearing and appeal as provided in Rule 68 B if written request is made to his immediate supervisor within ten (10) calendar days of cause of complaint. Failing to dispose of the complaint in such hearing, appeal may be taken in accordance with Rule 69.

Any complaint made by one employee against another will be made in writing.

RULE 71 - REINSTATEMENT OF EMPLOYEES

Employees who have been dismissed will be returned to the position formerly occupied providing the reinstatement is within 180 calendar days of the date dismissed and the former position has not been abolished or acquired by a senior employee in the exercise of displacement rights. All employees affected by the return of such employee will have the same rights. Assignment of a reinstated employee out of service more than 180 calendar days will be determined by the Director Labor Relations and the General Chairman.

RULE 72 - EMPLOYEE INFORMATION

The Carrier will provide the 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 cannot meet the 30-day requirement, the matter will be worked out with the General Chairmen.

RULE 73 - VALIDATING RECORDS

A. An employee who enters the service of the Company will be accepted or rejected within ninety (90) calendar days from date he begins work. If not notified to the contrary within the time stated it will be understood that he becomes an accepted employee, but this rule will not operate to prevent his removal from service if subsequent to the expiration of ninety (90) calendar days, it is found that information given in his application for employment is false.

B. An employee who enters the service of the Company will, within ninety (90) calendar days have returned to him all certificates of service, letters of recommendation and other papers which have been furnished by him.

C. Upon written request, an employee leaving the service will be furnished a service letter.

RULE 74 - FREE TRANSPORTATION

Employees governed by these rules and those dependent upon them for support, will be given the same consideration in granting free transportation (including use of box car) as is generally granted any other employees in the service.

Members of local and general committees will be given the same consideration in granting free transportation as is generally granted committees representing any other employees.

RULE 75 - PRIVATE AUTOMOBILES

When employees are requested and are willing to use private automobiles for Company-use, an allowance will be made at the established automobile mileage allowance paid by the Company to its employees.

RULE 76 - VEHICLE OPERATOR'S LICENSE - FEES

A. An employee holding or securing a position, the duties of which require him to operate an over-the-highway motor vehicle, will secure and maintain such commercial vehicle operator's license or permit as required in the state or states in which he operates such vehicle. He will be given a period of thirty (30) calendar days from the date of assignment to secure such license or permit. Such employee will be reimbursed the cost of the license or permit by the company.

B. When an employee, holding or securing a position which requires him to operate an over-the-highway vehicle, fails to secure the required license or permit or is deprived of such license or permit after securing them, he will be permitted to exercise a displacement right in accordance with Rule 58.

C. Employees assigned to operate trucks and other over-the-highway vehicles will not be required to operate such vehicle unless such vehicle is properly maintained and is in safe operating condition.

RULE 77 - TOOLS AND EQUIPMENT

- A. The Company will furnish all employees covered by this Agreement without cost to the employee, such tools, equipment, safety equipment and training manuals that are considered necessary by Management to properly and safely perform the work of their assignment and pass examinations given by the Company.
- B. Hand tools that are lost or stolen will be replaced by the Company. Employees, however, will be responsible for replacement of hand tools that are assigned to them and are lost or stolen as a result of their negligence.
- C. The employee will use and take reasonable care of equipment provided by the company.
- D. Signal employees who are required by the company as part of their duties to work on high voltage circuits and/or pull wire or cable will be provided protective gloves.
- E. Rubber gloves, aprons and boots will be furnished to battery men on request.

RULE 78 - MOTOR CARS

Motor cars will be equipped with dependable head and tail lights, cushions and with windshields suitable to the needs and protection of the employees.

Adequate set-offs and runways will be installed and maintained at motor car houses and other appropriate points consistent with safety requirements.

RULE 79 - INCLEMENT WEATHER

During inclement weather, employees will be given such sheltered work as is available in connection with routine jobs then underway. It is understood that signal failures and other signal trouble interfering with train operations must be handled, consistent with the safety of employees.

RULE 80 - LOSS OF EARNINGS

An employee covered by this agreement who suffers loss of earnings because of violation or misapplication of any portion of this agreement will be reimbursed for such loss.

RULE 81 - UNION SHOP

See Appendix C.

RULE 82 - DUES CHECK-OFF

See Appendix H.

RULE 83 - VOLUNTARY CHECK-OFF FOR POLITICAL CONTRIBUTIONS

See Appendix I.

RULE 84 - OTHER PROVISIONS

This agreement contains certain National Agreements negotiated with the majority of the railroads in the United States and the Brotherhood of Railroad Signalmen and is included here for information only and in all cases the actual agreement should be referred to for actual language and/or interpretation.

The exclusion of agreements, understandings and interpretations from this agreement is not to be construed as excluding, canceling or superseding such agreements or understandings, unless they are in conflict with this Agreement.

RULE 85 - PRINTING AGREEMENT

This agreement will be printed by the Company and sufficient number of copies supplied to the General Chairman for all employees covered by the agreement.

All memoranda of agreement will be printed for application in the agreement.

RULE 86 - INTERPRETATIONS AND RULINGS

Whenever a ruling is made by an authorized general officer of the Company, affecting the interpretation of any rule in this agreement, the General Chairman will be furnished with a copy of such ruling.

RULE 87 - EFFECTIVE DATE

This Agreement in its entirety, including Supplements contained herein, will take effect February 1, 2000, superseding all existing agreements, practices, and working conditions, and will remain in full force and effect until changed in accordance with the Railway Labor Act, as amended.

FOR THE BROTHERHOOD OF
RAILROAD SIGNALMEN:

(Original Signed)
J. O. McArthur
General Chairman, BRS

FOR THE COMPANY:

(Original Signed)
W. E. Naro
General Director, Labor Relations

(Original Signed)
B. W. Hanquist
Manager, Labor Relations

APPROVED:

(Original Signed)
V. Van Artsdalen
Vice President, BRS

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NON-OPERATING NATIONAL HOLIDAY PROVISIONS

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

New Year's Day	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving Day
Good Friday	Christmas Eve (the day before
Memorial Day	Christmas Day is observed)
Fourth of July	Christmas Day
Labor Day	New Year's Eve (the day
	before New Year's Day is
	observed)

(Article II - Holidays - Section 1(a) and 2(a) 11/16/71 Agreement as revised by 6/16/76 Agreement)

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

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

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

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

Note: This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays. (Article III - Holidays - Section 1, 4/12/69 Agreement)

Section 2(a). Monthly rates, the hourly rates of which are predicated up 169-1/3 hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The hourly factor will thereafter be 174 and overtime rates will be computed accordingly.

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

Section 2(b). All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum plus 28 divided by 12 will establish a new hourly factor and overtime rates will be computed accordingly.

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

(Article II-Holidays-Sections 2(a) and 2(b) of 8/21/54 Agreement)

Effective January 1, 1973, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. Weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly. (Article II - Holidays - Section 2(d) of 11/16/71 Agreement.)

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

A corresponding adjustment shall be made in weekly rates and hourly factors derived therefrom.

The hourly factor as shown in Section 2 (a) above, was as a result of the addition of the birthday holiday (later Good Friday) increased, effective January 1, 1965, to 174-2/3; as a result of the addition of Veterans Day as a holiday, effective January 1, 1973, increased to 175-1/3; and as a result of the addition of Christmas Eve (the day before Christmas is observed) as a holiday, effective January 1, 1976, increased to 176 hours.

(Section 5, 6/16/76 Implementing Agreement)

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

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

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

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

For the purposes of Section 1, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the 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 workdays preceding and following the holiday as apply to the employee whom he is relieving.

Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule. (Article III - Holidays - Section 2, 4/21/69 Agreement)

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

An employee who does not qualify for the holiday pay for both Christmas Eve and Christmas Day may qualify for holiday for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally. (Section 4, 6/16/76 Agreement)

The holiday pay qualifications for Christmas Eve Christmas shall also be applicable to the Thanksgiving Day, day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays. (Article IV (a) - Holidays - 1/8/82 Agreement)

In addition to their established monthly compensation, employees performing service on the day after Thanksgiving Day on a monthly rated position (the rate of which is predicated on an all service performed basis) shall receive eight hours pay at the equivalent straight time rate, or payment as required by any local rule, whichever is greater. (Article IV (b) - Holidays - 1/8/82 Agreement)

A monthly rated employee occupying a 5-day assignment on a position with Friday as an assigned rest day also shall receive eight hours' pay at the equivalent straight time rate for the day after Thanksgiving Day, provided compensation paid such employee by the Carrier is credited to the workdays immediately preceding Thanksgiving Day and immediately following the day after Thanksgiving Day. (Article IV (c) - Holidays - 1/8/82 Agreement)

Except as specifically provided in paragraph (c) above, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to the day after Thanksgiving Day and New Year's Eve (the day before New Year's Day is observed) in the same manner as to other holidays listed or referred to therein. (Article IV (d) - Holidays - 1/8/82 Agreement)

Section 4. Provisions in existing agreements with respect to holidays in excess of the ten holidays referred to in Section 1 hereof shall continue to be applied without change. (Section 3(b), 6/16/76 Implementing Agreement) (As revised by 1-8-82 Agreement.)

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

therein. (Article II - Holidays - Section 2(b), 11/16/71 Agreement as revised by 6/16/76 Agreement)

Section 5 (b). All rules, regulations or practices which provide that when a regularly assigned employee has no assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holiday, are hereby eliminated. (Article II -Holidays - Section 1(c) of 2/25/71 Agreement)

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

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

Section 5(d). Except as provided in this Section 5, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby. (Article II - Holidays - Section 1(c), 11/16/71 Agreement)

Section 6. Article II, Section 6 of the Agreement of August 21, 1954, which was added by the Agreement of November 20, 1964, covering the birthday holiday, is eliminated. However, the adjustment in monthly rates of monthly rated employees which was made effective January 1, 1965, pursuant to Article II of the Agreement of November 20, 1964, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect. Effective January 1, 1972, weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly. This adjustment will not apply to any weekly rates of pay which may have been earlier adjusted to include pay for the birthday holiday. (Article 11 - Holidays - Section I(d), 11/16/71 Agreement)

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

Holidays - Sections 1(e) and 2(c), 11/16/71 Agreement as revised by 6/16/76 Agreement.)

NATIONAL VACATION AGREEMENT

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in the National Agreements of August 21, 1954; August 19, 1960; November 20, 1964; January 13, 1967; April 21, 1969; November 16, 1971; January 29, 1975; July 27, 1978 and January 8, 1982, with appropriate source identification.

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

Articles of Agreement

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

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

(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. (Revised by Article III of the January 8, 1982 Agreement)

(d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar 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. (Revised by Article III of the January 8, 1982 Agreement)

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

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

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

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

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

(j) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad

service in such preceding calendar year with days in such year 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.

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

(From Article III - Vacations - Section 1 of 11-16-71 Agreement with paragraphs I(c) and I(d) revised by Article III of the July 27, 1978 Agreement.)

2. (Not reproduced here as it has no application to employees represented by the Brotherhood of Railroad Signalmen.)

3. The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be under and in accordance with the terms of such existing rule, understanding or custom. (From Section 3 of 12-17-41 Agreement)

An employee's vacation period shall not be extended by reason of any of the ten recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve (the day before Christmas is observed), and Christmas) or any day which by agreement has been substituted or is observed in place of any of the ten holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period. (Article III - Vacations - Section 3 of 11-16-71 Agreement, as revised by Article III - Holidays of the January 29, 1975 Agreement)

NOTE: Article 3 of the Vacation Agreement, as amended by the January 29, 1975 Agreement, refers to ten holidays. While the January 8, 1982 Agreement did not officially amend that section to incorporate reference to the changes in holidays, the provisions of that section will apply to the eleven holidays recognized under the January 8, 1982 Agreement; i.e., effective January 1, 1983, the "recognized holidays" in the second paragraph of Article 3 of the Vacation Agreement, as amended January 29, 1975, will include: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve (the day before Christmas is observed), Christmas, and New Year's Eve.

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

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

(b) The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employees in any plant operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee of each organization affected signatory hereto and the proper representative of the carrier will cooperate in the assignment of remaining forces. (From Sections 4(a) and 4(b) of 12-17-41 Agreement)

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

If a carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation the allowance hereinafter provided. (From Section 5 of 12-17-41 Agreement)

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

NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time under specified conditions. (From Article 1 - Vacations - Section 4 of 8-21-54 Agreement)

6. The carriers will provide vacation relief workers but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employees remaining on the job, or burden the employee after his return from vacation, the carrier shall not be required to provide such relief worker. (From Section 6 of 12-17-41 Agreement)

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

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

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

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

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

(e) An employee not covered by paragraphs (a), (b), (c), or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service. (From Section 7 of the 12-17-41 Agreement)

8. The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason, whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with 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. (From Article IV - Vacations - Section 2 of 8-19-60 Agreement)

9. Vacations shall not be accumulated or carried over from one vacation year to another. (From Section 9 of 12-17-41 Agreement)

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

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

(c) No employee shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees. (From Section 10 of 12-17-41 Agreement)

11. While the intention of this agreement is that the vacation period will be continuous, the vacation may, at the request of an employee, be given in installments if the management consents thereto. (From Section 11 of 12-17-41 Agreement)

12. (a) Except as otherwise provided in this agreement, a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefor 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. (From Section 12 of 12-17-41 Agreement)

13. The parties hereto having in mind conditions which exist or may arise on individual carriers is making provisions for vacations with pay agree that the duly authorized representatives of the employees, who are parties to one agreement and the proper officer of the carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this agreement, provided that such changes or understandings shall not be inconsistent with this agreement. (From Section 13 of 12-17-41 Agreement)

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

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act as amended, in the event committee provided in this section fails to dispose of any dispute or controversy. (From Section 14 of 12-17-41 Agreement)

15. Except as otherwise provided herein this agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months, notice in writing (which notice may be served in 1973 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to service notice specifying changes which it or they desire to make. Thereupon, such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion. (From Article III - Vacations -Section 2 of 11-16-71 Agreement)

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

In Sections 1 and 2 of this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 hereof. (From Article I - Vacations - Section 6 of 8-21-54 Agreement)

UNION SHOP

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-servicemen 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 Agreement 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 Agreement 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 Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the Organization 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 Organization involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the Carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall, within a period of ten calendar days from the date of receipt of such notice, request the Carrier in

writing by Registered or Certified Mail, Return Receipt requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Organization, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay in 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 Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision except as 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 Registered or Certified Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date of notice of appeal is received, and the employee and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

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

final and binding unless within ten calendar days from the date of the decision the organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection 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 Registered or Certified 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 registered or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Organization and the employee.

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

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

(f) The General Chairman of the Organization shall notify the Carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The Carrier shall notify the General Chairman of the organization in writing of the title(s) and the 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 reasons 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 days 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 the 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, 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 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 and frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and the distributions of amounts withheld and any other matters pertinent thereto.

PERSONAL LEAVE
ARTICLE X

Section 1

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

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

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

Section 2

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

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

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

Section 3

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

December 30, 1981

Mr. R. T. Bates
President
Brotherhood of Railroad Signalmen
601 West Golf-Road
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

This has reference to your letter dated December 23, 1981 concerning a question which has arisen regarding the provisions of Article X - Personal Leave of the tentative national agreement in relation to holiday qualifications - the specific question being whether a personal leave day taken either immediately preceding or following a holiday disqualifies an employee for holiday pay.

I believe that in a situation of this nature a reasonable and fair application would be to consider the work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day as the qualifying day for holiday purposes.

This application is consistent with the agreed-upon questions and answers relative to application of the Bereavement Leave rule contained in the agreements entered into in the last round of negotiations, i.e., Question and Answer #4 reading as follows:

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

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

Very truly yours,

C. I. Hopkins, Jr.

January 8, 1982

Mr. R. T. Bates
President
Brotherhood of Railroad Signalmen
601 West Golf-Road
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

The following examples are intended to demonstrate the intention of the parties concerning application of the qualifying requirements set forth in Article X - Personal Leave of the January 8, 1982 National Agreement:

Example No. 1

Employee "A" was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in the years 1976 through 1981, but not during the year 1975.

This employee would not be entitled to one day of personal leave in the year 1982 because of not having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Example No. 2

Employee "B" also was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in each of the years 1975 through 1981.

This employee would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Example No. 3

Employee "C" was hired during the calendar year 1973 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1974. He also rendered compensated service on the required number of days in the years 1974 through 1980, but not during the year 1981.

This employee, despite the fact that he did not render compensated service on the required number of days in the year 1981, would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

/s/ R. T. Bates

September 23, 1986

Mr. R. T. Bates
President
Brotherhood of Railroad Signalmen
601 West Golf Road
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

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

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

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

Very truly yours,

C. I. Hopkins, Jr.

I agree:

R. T. Bates

September 23, 1986

Mr. R. T. Bates
President
Brotherhood of Railroad Signalman
601 West Golf Road
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

This refers to the discussion during negotiation of Article III - Rate Progression - of the Agreement of this date in connection with coverage of upgraded signalmen and signal maintainers.

This confirms our understanding that entry rates do not apply to assistant signalmen or other employees while in a training program already continuing step rates during specified periods of training, nor to such employees who are forced by agreement rules to accept positions as signalmen or signal maintainers before completion of such program.

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

Very truly yours,

C. I. Hopkins, Jr.

I agree:

R. T. Bates

MEDIATION AGREEMENT

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

IT IS AGREED:

ARTICLE I - PROTECTED EMPLOYEES

Section 1. All employees, other than seasonal employees, who were in active service as of October 1, 1964, or who after October 1, 1964, and prior to the date of this Agreement have been restored to active service, and who had two years or more of employment relationship as of October 1, 1964, and had fifteen or more days of compensated service during 1964, will be retained in service subject to compensation as hereinafter provided unless or until retired, discharged for cause, or otherwise removed by natural attrition. Any such employees who are on furlough as of the date of this Agreement will be returned to active service before March 11 1965, in accordance with the normal procedures provided for in existing agreements, and will thereafter be retained in compensated service as set out above, provided that no back pay will be due, to such employees by reason of this Agreement. For the purpose of this Agreement, the term "active service" is defined to include all employees working, or holding an assignment, or in the process of transferring from one assignment to another (whether or not October 1, 1964 was a work day), all extra employees on extra lists pursuant to agreements or practice who are working or are available for calls for service and are expected to respond when called, and where extra boards are not maintained, furloughed employees who respond to extra work when called, and have averaged at least 7 days work for each month furloughed during the year 1964.

Section 2. Seasonal employees, who had compensated service during each of the years 1962, 1963 and 1964, will be offered employment in future years at least equivalent to what they performed in 1964, unless or until retired, discharged for cause, or otherwise removed by natural attrition.

Section 3. In the event of a decline in a carrier's business in excess of 5% in the average percentage of both gross operating revenue and net revenue ton miles in any 30-day period compared with the average of the same period for the years 1963 and 1964, a reduction in forces in the crafts represented by each of the organizations signatory hereto may be made at any time during the said 30-day period below the number of employees entitled to preservation of employment under this Agreement to the extent of one percent for each one percent the said decline exceeds 5%. The average percentage of decline shall be the total of the percent of decline in gross

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

Section 4. Notwithstanding other provisions of this Agreement, a carrier shall have the right to make force reductions under emergency conditions such as flood, snowstorm, hurricane, earthquake, fire or strike, provided that operations are suspended in whole or in part and provided further that because of such emergencies the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed. Sixteen hours advance notice will be given to the employees affected before such reductions are made. When forces have been so reduced and thereafter operations are restored employees entitled to preservation of employment must be recalled upon the termination of the emergency. In the event the Carrier is required to make force reductions because of the aforesaid emergency conditions, it is agreed that any decline in gross operating revenue and net revenue ton miles resulting therefrom shall not be included in any computation of a decline in the carrier's business pursuant to the provisions of Section 3 of this Article I.

Section 5. Subject to and without limiting the provisions of this agreement with respect to furloughs of employees, reductions in forces, employee absences from service or with respect to cessation or suspension of an employee's status as a protected employee, the carrier agrees to maintain work forces of protected employees represented by each organization signatory hereto in such manner that force reductions of protected employees below the established base as defined herein shall not exceed six per cent (6%) per annum. The established base shall mean the total number of protected employees in each craft represented by the organization signatory hereto who qualify as protected employees under Section I of this Article I.

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

Section 1. An employees shall cease to be a protected employee in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to retain or obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements, or failure to accept employment as provided in this Article. A protected furloughed employee who fails to respond to extra work when called shall cease to be a protected employee. If an employee dismissed for cause is reinstated to service, he will be restored to the status of a protected employee as of the date of his reinstatement.

Section 2. An employee shall cease to be a protected employee in the event of his failure to accept employment in his craft offered to him by the carrier in any

seniority district or on any seniority roster throughout the carrier's railroad system as provided in implementing agreements made pursuant to Article III hereof, provided, however, that nothing in this Article shall be understood as modifying the provisions of Article V hereof.

Section 3. When a protected employee is entitled to compensation under this Agreement, he may be used in accordance with existing seniority rules for vacation relief, holiday vacancies, or sick relief, or for any other temporary assignments which do not require the crossing of craft lines. Traveling expenses will be paid in instances where they are allowed under existing rules. Where existing agreements do not provide for traveling expenses, in those instances, the representatives of the organization and the carrier will negotiate in an endeavor to reach an agreement for this purpose.

ARTICLE III - IMPLEMENTING AGREEMENTS

Section 1. The organizations recognize the right of the carriers to make technological operational and organizational changes, and in consideration of the protective benefits provided by this Agreement the carrier shall have the right to transfer work and/or transfer employees throughout the system which do not require the crossing of craft lines. The organizations signatory hereto shall enter into such implementing agreements with the carrier as may be necessary to provide for the transfer and use of employees and the allocation or rearrangement of forces made necessary by the contemplated change. One of the purposes of such implementing agreements shall be to provide a force adequate to meet the carrier's requirements.

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

Section 3. The carrier shall give at least 30 days' notice where it proposes to transfer no more than 5 employees across seniority lines within the same craft and the transfer of such employees will not require a change in the place of residence of such employee or employees, such notice otherwise to comply with Section 2 hereof.

Section 4. In the event the representatives of the carrier and organizations fail to make an implementing agreement within 60 days after notice is given to the general chairman or general chairmen representing the employees to be affected by the contemplated change, or within 30 days after notice where a 30-day notice is required

pursuant to Section 3 hereof, the matter may be referred by either party to the Disputes Committee as hereinafter provided. The issues submitted for determination shall not include any questions as to the right of the carrier to make the change but shall be confined to the manner of implementing the contemplated change with respect to the transfer and use of employees, and the allocation or rearrangement of forces made necessary by the contemplated change.

Section 5. The provisions of implementing agreements negotiated as hereinabove provided for with respect to the transfer and use of employees and allocation or reassignment of forces shall enable the carrier to transfer such protected employees and rearrange forces, and such movements, allocations and rearrangements of forces shall not constitute an infringement of rights of unprotected employees who may be affected thereby.

ARTICLE IV - COMPENSATION DUE PROTECTED EMPLOYEES

Section 1. Subject to the provisions of Section 3 of this Article IV, protected employees entitled to preservation of employment who hold regularly assigned positions on October 1, 1964, shall not be placed in a worse position with respect to compensation than the normal rate of compensation for said regularly assigned position on October 1, 1964; provided, however, that in addition thereto such compensation shall be adjusted to include subsequent general wage increases.

Section 2. Subject to the provisions of Section 3 of this Article IV, all other employees entitled to preservation of employment shall not be placed in a worse position with respect to compensation than that earning during a base period comprised of the last twelve months in which they performed compensated service immediately preceding the date of this Agreement. For purposes of determining whether, or to what extent, such an employee has been placed in a worse position with respect to his compensation, his total compensation and total time paid for during the base period will be separately divided by twelve. If his compensation in his current employment is less in any month (commencing with the first month following the date of this agreement) than his average base period compensation (adjusted to include subsequent general wage increases), he shall be paid the difference less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average time paid for during the base period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the time paid for during the base period; provided, however, that in determining compensation in his current employment the employee shall be treated as occupying the position producing the highest rate of pay and compensation to which his seniority entitles him under the working agreement and which does not require a change in residence.

Section 3. Any protected employee who in the normal exercise of his seniority bids in a job or is bumped as a result of such an employee exercising his seniority in the normal way by reason of a voluntary action, will not be entitled to have his

compensation preserved as provided in Sections 1 and 2 hereof, but will be compensated at the rate of pay and conditions of the job he bids in; provided, however, if he is required to make a move or bid in a position under the terms of an implementing agreement made pursuant to Article III hereof, he will continue to be paid in accordance with Sections 1 and 2 of this Article IV.

Section 4. If a protected employee fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position he elects to retain, he shall thereafter be treated for the purposes of this Article as occupying the position which he elects to decline.

Section 5. A protected employee shall not be entitled to the benefits of this Article during any period in which he fails to work due to disability, discipline, leave of absence, military service, or other absence from the carrier's service, or during any period in which he occupies a position not subject to the working agreement; nor shall a protected employee be entitled to the benefits of this Article IV during any period when furloughed because of reduction in force resulting from seasonal requirements (including lay-offs during Miners' Holiday and the Christmas Season) or because of reductions in forces pursuant to Article I, Sections 3 or 4, provided, however, that employees furloughed due to seasonal requirements shall not be furloughed in any 12-month period for a greater period than they were furloughed during the 12 months preceding the date of the agreement.

Section 6. The carrier and the organizations signatory hereto will exchange such data and information as are necessary and appropriate to effectuate the purposes of this agreement.

ARTICLE V - MOVING EXPENSES AND SEPARATION ALLOWANCES

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

If the employee elects to transfer to the new point of employment requiring a change of residence, such transfer and change of residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Agreement notwithstanding anything to the contrary contained in said provisions and in addition to such benefits shall receive a transfer allowance of eight hundred dollars (\$800.00) and five working days

instead of the "two working days" provided by Section 10(a) of said Agreement.

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

Those protected employees who do not have 15 years or more of employment relationship with the carrier and who are required to change their place of residence shall be entitled to the benefits contained in Sections 10 and 11 of the Washington Agreement notwithstanding anything to the contrary contained in such provisions and in addition to such benefits shall receive a transfer allowance of eight hundred dollars (\$800) and 5 working days instead of "two working days" provided in Section 10 (a) of said Agreement.

ARTICLE VI - APPLICATION TO MERGERS, CONSOLIDATIONS AND OTHER AGREEMENTS

Section 1. Any merger agreement now in effect applicable to merger of two or more carriers, or any job protection or employment security agreement which by its terms is of general system-wide and continuing application, or which is not of general system-wide application but which by its terms would apply in the future, may be preserved by the employee representatives so notifying the carrier within sixty days from the date of this agreement, and in that event this agreement shall not apply on that carrier to employees represented by such representatives.

Section 2. In the event of merger or consolidation of two or more carriers, parties to this Agreement on which this agreement is applicable, or parts thereof, into a single system subsequent to the date of this agreement, the merged, surviving or consolidated carrier will constitute a single system for purposes of this agreement, and the provisions hereof shall apply accordingly, and the protections and benefits granted to employees under this agreement shall continue in effect.

Section 3. Without in any way modifying or diminishing the protection, benefits or other provisions of this agreement, it is understood that in the event of a coordination between two or more carriers as to the term a "Coordination" is defined in the Washington Job Protection Agreement, said Washington Agreement will be applicable to such coordination, except that Section 13 of the Washington Job Protection Agreement is abrogated and the disputes provisions and procedures of this agreement are substituted therefor.

Section 4. Where prior to the date of this agreement the Washington Job Protection Agreement (or other agreements of similar type whether applying inter-carrier or intra-carrier) has been applied to a transaction, coordination allowances and displacement allowances (or their equivalents or counterparts, if other descriptive terms are applicable on a particular railroad) shall be unaffected by this agreement either as to amount or duration, and allowances payable under the said Washington Agreement or similar agreements shall not be considered compensation for purposes of determining the compensation due a protected employee under this agreement.

ARTICLE VII - DISPUTES COMMITTEE

Section 1. Any dispute involving the interpretation or application of any of the terms of this agreement and not settled on the carrier may be referred by either party to the dispute for decision to a committee consisting of two members of the Carriers Conference Committees signatory to this agreement, two members of the Employees' National Conference Committee signatory to this agreement, and a referee to be selected as hereinafter provided. The referee selected shall preside at the meetings of the committee and act as chairman of the committee. A majority vote of the partisan members of the committee shall be necessary to decide a dispute, provided that if such partisan members are unable to reach a decision, the dispute shall be decided by the referee. Decisions so arrived at shall be final and binding upon the parties to the dispute.

Section 2. The parties to this agreement will select a panel of three potential referees for the purpose of disposing of disputes pursuant to the provisions of this section. If the parties are unable to agree upon the selection of the panel of potential referees within 30 days of the date of the signing of this agreement, the National Mediation Board shall be requested to name such referee or referees as are necessary to fill the panel within 5 days after the receipt of such request. Each panel member selected shall serve as a member of such panel for a period of one year, if available. Successors to the members of the panel shall be appointed in the same manner as the original appointees.

Section 3. Disputes shall be submitted to the committee by notice in writing to the chairman of the National Railway Labor Conference and to the Chairman of the Employees' National Conference Committee, signatories to this agreement, who shall within 10 days of receipt of such notice, designate the members of their respective committees who shall serve on the committee and arrange for a meeting of the committee to consider such disputes as soon as a panel referee is available to serve, and in no event more than 10 days thereafter. Decision shall be made at the close of the meeting if possible (such meeting not to continue for more than 5 days) but in any event within 5 days of the date such meeting is closed, provided that the partisan members of the committee may by mutual agreement extend the duration of the meeting and the period for decision. The notice provided for in this Section 3 shall state specifically the questions to be submitted to the committee for decision; and the

committee shall confine itself strictly to decisions as to the questions so specifically submitted to it.

Section 4. Should any representative of a party to a dispute on any occasion fail or refuse to meet or act as provided in Section 3, then the dispute shall be regarded as decided in favor of the party whose representatives are not guilty of such failure or refusal and settled accordingly but without establishing a precedent for any other cases; provided that a partisan member of the committee may, in the absence of his partisan colleague, vote on behalf of both.

Section 5. The parties to the dispute will assume the compensation, travel expense and other expense of their respective partisan committee members. Unless other arrangements are made, the office, stenographic and other expenses of the committee, including compensation and expenses of the referee, shall be shared equally by the parties to the dispute.

ARTICLE VIII - EFFECT OF THE AGREEMENT

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

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

ARTICLE X - COURT APPROVAL

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

SIGNED AT WASHINGTON, D. C., THIS 7TH DAY OF FEBRUARY, 1965.

**ARTICLE XII - CHANGES OF RESIDENCE DUE TO TECHNOLOGICAL,
OPERATIONAL OR ORGANIZATIONAL CHANGES**

When a carrier makes a technological, operational, or organizational change requiring an employee to transfer to a new point of employment requiring him to move his residence, such transfer and change of residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement, notwithstanding anything to the contrary contained in said provisions, except that the employee shall be granted 5 working days instead of "two working days" provided in Section 10(a) of said Agreement; and in addition to such benefits the employee shall receive a transfer allowance of \$800. Under this provision, change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

NOTE: The above paragraph applies not only to the employee who is initially displaced under the circumstances described but also to any other employee who is subsequently displaced under the circumstances described and is required to move his residence.

NATIONAL RAILWAY LABOR CONFERENCE
CHARLES I. HOPKINS, Jr.
Chairman

ROBERT BROWN
Vice Chairman

R. T. KELLY
Director of Labor Relations

D. P. LEE
General Counsel

January 8, 1982

Mr. R. T. Bates
President
Brotherhood of Railroad Signalmen
601 West Golf-Road
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

During the negotiations leading to the January 8, 1982 National Agreement, the parties agreed to revise Article VIII of the November 16, 1971 National Agreement, entitled Changes of Residence Due To Technological, Operational or Organizational Changes, by inserting a note at the end of that Article.

The purpose of the note was to ensure that when a change of the type described by the Article occurs all employees who are required to transfer to a new point of employment which require them to move their residence will receive the benefits provided in the Article. In the past, on some occasions Article VIII of the November 16, 1971 Agreement had been interpreted so as to apply only to the first person required to move under these conditions and not to other persons who were similarly required to move as part of the multiple displacement process that changes such as these may bring about.

In discussing this revision, the parties exchanged various proposals and drafts before agreeing to the language that appears in the note. It is our mutual understanding that none of these proposals and drafts will be used by any party for any purpose and that the Article will be interpreted solely on the basis of the language contained therein and the illustrations provided in the following examples:

Example No. 1

The position of Employee "A" is abolished because of a technological, operational, or organizational change initiated by the carrier. In the exercise of his seniority, it is necessary for Employee "A" to displace

Employee "B" at a new point of employment requiring Employee "A", to move his residence. In the exercise of his seniority, it is necessary for Employee "B" to displace Employee "C" at a new point of employment requiring Employee "B" to move his residence.

In this type of a situation, the provisions of Article XII would be applicable to both Employee "A". and Employee "B".

Example No. 2

The position of Employee "A" is abolished because of a technological, operational, or organizational change initiated by the carrier and he displaces Employee "B" at the same point of employment. In the exercise of his seniority, it is necessary for Employee "B" to displace Employee "C" at a new point of employment requiring Employee "B" to move his residence and it is necessary for Employee "C" to displace Employee "D" at a new point of employment requiring Employee "C" to move his residence.

In this type of a situation, the provisions of Article XII would be applicable to both Employee "B" and Employee "C".

Example No. 3

The position of Employee "A" is abolished because of a technological, operational, or organizational change initiated by the carrier and he displaces Employee "B" at the same point of employment. In the exercise of his seniority, it is necessary for Employee "B" either to displace Employee "C" at a new point of employment or bid on a vacancy, in either case requiring Employee "B" to move his residence.

In this type of a situation, the provisions of Article XII would be applicable to Employee "B" in either case.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

/s/ R. T. Bates

OFF-TRACK VEHICLE ACCIDENTS

ARTICLE IV - APRIL 21, 1969 AGREEMENT

Payments to Employees Injured Under Certain Circumstances

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

(a) Covered Conditions:

This Article is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are (1) deadheading under orders or (2) being transported at carrier expense.

(b) Payments to be Made:

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

1) Accidental Death or Dismemberment

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

Loss of Life	\$150,000
Loss of Both Hands	150,000
Loss of Both Feet	150,000
Loss of Sight of Both Eyes	150,000
Loss of One Hand and One Foot	150,000
Loss of One Hand and Sight of One Eye	150,000
Loss of One Foot and Sight of One Eye	150,000
Loss of One Hand or One Foot or Sight of One Eye	75,000

*See Section 5(c) of the July 14, 1976 Agreement (supplemental sickness benefit)

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

No more than \$150,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan for in its entirety by the carrier.

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$150.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$1,500,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,500,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments. This Article will become effective 90 days after the date of this Agreement.

(This paragraph--(b)--amended by Article VII of the July 27, 1978 Agreement)
(increased from \$1,000,000 to \$1,500,000--see B-4-81 letter NRLC to President Bates)

(c) Payment in Case of Accidental Death

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(d) Exclusions:

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

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs; or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset:

It is intended that this Article IV is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation:

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

The payments provided for above will be made, as above provided, for covered accidents on or after July 1, 1969.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of April 21, 1969,

(employee or personal representative)

agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

Savings Clause

This Article IV supersedes as of July 1, 1969 any agreement providing benefits of a type specified in paragraph (b) hereof under the conditions specified in paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may by advising the other party in writing by June 2, 1969, elect to preserve in its entirety an existing agreement providing accidents benefits of the type provided in this Article IV in lieu of this Article IV.

NATIONAL RAILWAY LABOR CONFERENCE

July 27, 1978

Mr. R. Thomas Bates
President
Brotherhood of Railroad Signalmen

Dear Mr. Bates:

This refers to our discussion about application of the April 21, 1969 National Agreement dealing with off-track vehicle accident coverage under specified circumstances.

It is understood that subject to the terms and conditions of that National Agreement this coverage applies to a signal employee when he is operating a company owned or leased vehicle unless that usage is contrary to authorization. An employee also is covered for use of his personal automobile, while under pay, in directly reporting for or directly returning from trouble calls after release from his normal tour of duty.

Will you please indicate your concurrence by affixing your signature in the space provided below.

Yours very truly

/s/ C. I. Hopkins, Jr.
Chairman

I concur:
/s/ R. T. Bates
Brotherhood of Railroad Signalmen

MEMORANDUM OF UNDERSTANDING

In connection with the provisions of the several national agreements to which the organizations signatory hereto are party, relating to payments to employees injured in off-track vehicle accidents under certain circumstances:

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

Railroads parties to such off-track vehicle accident provisions will each designate an officer with whom any claims arising under such provisions are to be handled, and will notify General Chairmen of the officer designated.

DUES CHECK OFF

Section 1. The Carrier shall, subject to the terms of this agreement, deduct sums for initiation fees, periodic dues and Assessments (not including fines or penalties) due the Organization from the wages payable to employees subject to this agreement, who are members of the organization and who have so authorized the Carrier by signed authorization, in the form set forth in Exhibit "A," attached hereto and made a part hereof. The authorization shall, in accordance with its terms, be revocable 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 agreements between the parties hereto, whichever occurs sooner. Revocation of authorization shall be on the form specified in Exhibit "B, " attached hereto and made a part hereof, and both the authorization and revocation of authorization forms shall be reproduced and furnished as necessary by the Organization without cost to the Carrier.

The Organization shall assume the full responsibility for the procurement and proper execution of said forms by employees, and for the delivery of said forms to the Carrier. Revocation of authorization forms shall be delivered to the Carrier not later than the 5th day of the month in which the termination of deduction is to become effective.

Section 2. The authorized representative of the Organization of which the employee is a member, shall furnish to the Auditor of Expenditures not later than March 5, 1974 a master certified statement on the form specified in Exhibit "C," attached hereto and made a part hereof , listing in alphabetical order the name, employee number and the amount to be deducted from each employee who has signed the authorization form herein referred to, and which authorization has been filed with the Carrier or attached to the aforementioned list; and thereafter, not later than the 5th day of each month, the authorized representative of the Organization shall furnish a certified statement on the form specified in Exhibit "D" attached hereto and made a part hereof, listing the name, employee number and the amount to be deducted f or such employees who have been added and listing those deleted from the master list, including any change in an employee's monthly deduction. If there are no changes during a current month, no lists shall be furnished and the master certified statement shall govern.

The dues deduction amount may not be changed more often than once every three months.

Section 3. Deduction shall be made from the wages earned in the last period of the month in which the aforementioned certified statement is furnished to the Carrier. The following payroll deductions shall have priority over deductions in favor of the Organization as covered by this agreement:

(a) Federal, State and Municipal taxes and other deductions required by law, including garnishment and attachments and any other prior liens which the Carrier must respect.

- (b) Amounts due the Carrier.
- (c) Employees Hospital Association dues.
- (d) Credit Union.
- (e) Prior valid deductions and assignments.

If the earnings of the employee are insufficient, after all prior deductions have been made to remit the full amount of deductions authorized by an employee hereunder, no deduction on behalf of the Organization shall be made by the Carrier and the Carrier shall not be responsible for such collection.

Deductions made hereunder shall be made only on the regular payroll. No deductions shall be made from special payrolls or from time vouchers. Responsibility of the Carrier under this agreement shall be limited to remitting to the organization amounts actually deducted from the wages of employees pursuant to this agreement and the Carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Organization, and any complaints against the Carrier in connection therewith shall be handled by the Organization on behalf of the employee concerned. Nothing herein contained shall be construed as obligating the Carrier to make deductions from employees who leave its service or whose wages shall be involved in any claim or litigation of any nature whatsoever.

Section 4. Deductions made from wages earned in the last pay period of each month will be remitted to the Secretary-Treasurer by the 25th day of the month following the month in which deductions were made, together with a list on the form specified in Exhibit "E" attached hereto and made a part hereof, prepared in duplicate, alphabetically listing the names, payroll identification numbers, amount of deduction and total amount of deductions, together with a list in duplicate of the employees from whom deductions were not made.

Section 5. No part of this agreement may be used in any manner whatsoever either directly or indirectly as a basis for a grievance or time claim by or in behalf of an employee; and no part of this or any other agreement between the Carrier and the Organization shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication or noncompliance with, any part of this agreement.

Section 6. Except for remitting to the Organization monies deducted from the wages of employees, the Organization shall indemnify, defend and save harmless the Carrier from and against any and all claims, demands, liability, losses or damage resulting from the entering into of this agreement or arising or growing out of any dispute or litigation

resulting from any deductions made by the Carrier from the wages of its employees for or on behalf of the Organization.

Section 7. This agreement is subject to the express agreement of the parties signatory hereto to observe and comply with the provisions of the applicable federal and state laws now in existence or enacted during the term hereof, it being the intention of either party to relieve the other party from complying with any provision of this agreement which may be in conflict with or violate any applicable federal or state law now in existence or enacted during the term hereof.

Exhibit A

INDIVIDUAL AUTHORIZATION FORM
FOR DEDUCTION OF FEES, DUES, AND/OR ASSESSMENTS

(Designated Company Officer)

(Company Name)

(Address)

Name _____
(Last) (First) (Middle initial)

Home
Address _____
(Street and Number)

(City and State) (Zip Code)

(Division) (Department) (Occupation)

I hereby assign to the Brotherhood of Railroad Signalmen that part of my wages necessary, and authorize my employer to deduct from my wages the amount of monthly membership dues, initiation fees and assessments (exclusive of fines and penalties), all uniformly required as a condition of my acquiring and/or retaining membership in said organization and pay all such sums deducted to the designated Officer of the organization in accordance with the terms of the Deduction Agreement entered into by and between the Organization and _____ on _____.
(Company Name) (date)

This authorization may be revoked in writing as provided in Section 1 of the Dues Deduction Agreement.

Signed at _____ this _____ day of _____,

Witness: _____

(Personal Signature)

(Employee Number)

(Office)

Exhibit B

WAGE ASSIGNMENT REVOCATION

(Designated Company Officer)

(Company Name)

(Address)

Name _____
(Last) (First) (Middle initial)

Home Address _____
(Street and Number)

(City and State) (Zip Code)

(Division) (Department) (Occupation)

Effective _____, I hereby revoke that Wage Assignment Authorization now in effect assigning to the Brotherhood of Railroad Signalmen that part of my wages necessary to pay my monthly dues and assessments, now being withheld pursuant to the Check-Off Agreement between the Organization and _____ (Company Name), and I hereby cancel the Authorization now in effect authorizing _____ (Company Name) to deduct such monthly dues and assessments from my wages.

(Signature)

(Employee Number)

(Company Name)

Exhibit C

INITIAL DEDUCTION LIST

Date _____

(Designated Company Officer)

(Company Name)

(Address)

Pursuant to the Check-Off Agreement between the Brotherhood of Railroad Signalmen and ____ (Company Name)____, the following is a list of names of employees for whom deductions shall be made effective the last pay period of _____, _____.

Wage Deduction Authorization Forms for these employees are enclosed.

Employee Number	Employee's Name	Office	Amount to be deducted

Total: \$ _____

Authorized Representative of
Brotherhood of Railroad Signalmen

The above deduction list will remain in effect until submission of form specified in Exhibit D.

Exhibit D

MONTHLY DEDUCTION LIST

(Designated Company Officer)

(Company Name)

(Address)

Pursuant to the Check-Off Agreement between the Brotherhood of Railroad Signalmen and _____ (Company Name) _____, effective with the last pay period of _____, _____, the following additions or deletions are to be made for the employees whose names are listed below:

ADDITIONS

Employee Number	Employee's Name	Office	Amount to be deducted

Total: \$ _____

Authorized Representative of
Brotherhood of Railroad Signalmen

DELETIONS

Employee Number	Employee's Name	Office	Amount to be deducted

Total: \$ _____

Authorized Representative of
Brotherhood of Railroad Signalmen

Exhibit E

 (Company Name)

Date _____

Mr. _____
 (Organization Officer)

 (Street)

 (City, State, Zip Code)

Pursuant to the Check-Off Agreement between the Brotherhood of Railroad Signalmen and _____ (Company Name) _____, enclosed is a machine produced list of deduction for the (Location) _____ for the month of _____, _____.

Name	Lodge No.	Employee Number	Amount	No Deduction

Total: \$ _____

 (Company Officer)

VOLUNTARY PAYROLL DEDUCTION OF POLITICAL CONTRIBUTIONS

In accordance with the provisions of the Voluntary Payroll Deduction of Political Contributions Agreement signed November 30, 1979, between Carriers represented by the National Railway Labor Conference and the employees of said Carriers represented by the Brotherhood of Railroad Signalmen, the parties hereby amend the Dues Deduction Agreement of 1-9-74, as amended, to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following bases:

1 (a) Subject to the terms and conditions hereinafter set forth, the Carrier will deduct from the wages of employees voluntary political contributions upon their written authorization in the form (individual authorization form) agreed upon by the parties hereto, copy of which is attached, designated "Exhibit A" and made a part hereof.

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

2. The General Chairman or his designated representative shall furnish the Carrier, with copy to appropriate units of the Brotherhood, an initial statement by lodges, in alphabetical order and certified by him, showing the amounts of deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover and payroll deductions of such amounts will commence in the month immediately following. Subsequent monthly deductions will be based on the initial statement plus a monthly statement showing additions and/or deletions furnished in the same manner as the initial statement required hereinabove.

3. Monthly voluntary political contribution deductions will be made from wages at the same time that membership dues are deducted from the employee's paycheck.

4. Concurrent with making remittance to the Organization of monthly membership dues, the Carrier will make separate remittance of voluntary political contributions to the Treasurer, Signalmen's Political League, together with a list prepared in accordance with the requirements of the Dues Deduction Agreement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.

5. The requirements of this agreement shall not be effective with respect to any individual employee until the employer has been furnished with a written authorization of assignment of wages of such monthly voluntary political contribution.

Exhibit A

INDIVIDUAL AUTHORIZATION FORM

Voluntary Payroll Deductions -

Signalmen's Political League

To: _____
 (Company Officer)

 (Company Name)

 (Address)

(This space for name, address, System Board and Local Lodge number of employee signing authorization below)

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

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

Signed at _____ this ____ day of _____, _____.

(Personal Signature)

(Social Security Number)

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

UNION PACIFIC RAILROAD COMPANY
SOUTHERN PACIFIC LINES
ST LOUIS SOUTHWESTERN RAILWAY COMPANY
DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

AND ITS EMPLOYEES

REPRESENTED BY THE
BROTHERHOOD OF RAILROAD SIGNALMEN

IT IS AGREED that effective August 1, 1997, Supplement 5 of the current Agreement is amended as shown below:

The Carrier may establish Per-Diem Signal Gangs as follows:

Per-Diem Gang No. 1 - T&L Lines only, preference, but not limited to work on Houston/Lafayette Division.

Per-Diem Gang No. 2 - T&L Lines/SSW

from TSP 4.1 (Tower 26) to TSP 232.0 (Shreveport)
from THD 5.7 (Eureka Jct) to 340 (Denison)
TFW ALL
from TCT 525.2 (Big Sandy) to 686 (Corsicana)

Positions on this gang will be advertised for seniority choice on T&L & SSW Seniority Districts.

Per-Diem Gang No. 3 - T&L Lines only, preference, but not limited to work on Houston/Lafayette Division.

Per-Diem Gang No. 4 - T&L Lines only, preference, but not limited to work on Dallas/San Antonio Division.

D&RGW Per-Diem Gangs - D&RGW System - When Carrier operates two or more signal gangs, one gang will be designated as a Utah Gang with preference to work on the Utah Division and does not restrict Carrier's right to assign gangs at any location.

Salt Lake Division-Ogden MP 781.1 to West Reno MP 241.0

Wendel MP 358.7 to Flanigan MID 336.4

San Joaquin Division -MP 199.25 to Saugus MP 449.4
including Palmdale cutoff to Hiland MP 462.0

Tucson Division -East Yard Yuma MP 737.4
to West End Gary MP 1146.2

Appropriate district seniority shall prevail on all Per-Diem Gangs.

(1) A meal and lodging allowance of thirty-three dollars (\$33.00) per day for each day of the calendar week, including rest days and holidays, except that it shall not be payable for week days on which the employee is voluntarily absent from service and it shall not be payable for rest days or holidays if the employee is voluntarily absent from service when work is-available on the work day following said rest days or holidays. In the event there is a disparity between actual away from home expenses and the Per-Diem allowance, the parties will meet to determine if an adjustment is warranted.

(2) Per-Diem will not be paid while on vacation or on rest days immediately following the week in which on vacation. Also, Per-Diem will not be paid on paid personal leave days, except that such exclusion will not disqualify the employee for weekend Per-Diem payments providing work is performed the available work day immediately preceding and following the personal leave day.

(3) Per-Diem will be applied to monthly rated employees in the same manner that is applied to hourly rated employees, i.e., a monthly rated employee must perform service on the last work day before a rest day and the first work day following a rest day in order to be eligible to receive Per-Diem for the rest day.

(4) Travel from one work point to another.

(a) Time spent in traveling from one work point to another outside of regularly assigned hours or on a rest day or holiday shall be paid for at the straight time rate.

(b) An employee who is not furnished means of transportation by the railroad company from one work point to another and who uses other forms of transportation for this purpose shall be reimbursed for the cost of such other transportation. If he uses his personal automobile for this purpose in the absence of transportation furnished by the railroad company, he shall be reimbursed for such use of his automobile at the prevailing company mileage rate. If an employee's work point is changed during his absence from the work point on a rest day or holiday, this paragraph shall apply to any mileage he is required to travel to the new work point in excess of that required to return to the former work point.

(c) Except in cases of emergency, the Carrier will provide a minimum of 5 calendar days notice before relocating Per-Diem Gangs.

This Agreement shall become effective October 1, 1997, and may be canceled by either party with 30 days written notice.

Signed this 18th day of July, 1997

For the Brotherhood of Railroad Signalmen:

/s/ G. E. Jones
General Chairman

/s/ W. E. Naro
Director - Labor Relations
MAINTENANCE OF WAY/
SIGNAL

APPROVED:

/s/ V. Van Artsdalen
Vice President

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

SOUTHERN PACIFIC TRANSPORTATION COMPANY
ST. LOUIS SOUTHWESTERN RAILWAY COMPANY
DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

AND ITS EMPLOYEES

REPRESENTED BY THE BROTHERHOOD OF RAILROAD SIGNALMEN

IT IS AGREED:

1. Effective November 16, 1992, all signal employees represented by the Brotherhood of Railroad Signalmen on the Denver & Rio Grande Western, hereinafter referred to as the D&RGW, and Salt Lake Seniority Districts, holding seniority in any class as of that date, will be placed on one common seniority roster, in the seniority order they first entered the service of this Carrier in the Signal Department on the Division on which seniority was held on November 16, 1992. This roster will be titled "Consolidated Seniority Roster of Signal Department Employees, Southern Pacific Transportation Company, Denver & Rio Grande Western and Salt Lake Districts."
2. Signal Employees of the D&RGW District who entered service on or before the effective date of this agreement, on the former D&RGW District shall have and retain all prior rights to positions on the former D&RGW Division Seniority District.
3. Signal Employees of the Salt Lake District who entered service on or before the effective date of this agreement, on the former Salt Lake District shall have and retain all prior rights to positions on the former Salt Lake Division Seniority District.
4. Signal employees who enter service of the Carrier after the effective date of this agreement, shall not hold or accrue prior rights to positions of any one district or division, but will be placed on the Consolidated Seniority Roster of Signal Department Employees, Southern Pacific Transportation Company, Denver & Rio Grande Western and Salt Lake Districts, with rank in accordance with seniority date established under existing agreement rules.
5. The Consolidated roster will be printed as follows:
 - a. One common roster will be printed showing all former D&RGW District employees in their present seniority order and all former Salt Lake District employees in their present seniority order. This portion of the roster will be entitled "Denver and Rio Grande Western Division and Salt Lake Division respectively".

b. Employees entering service after the effective date of this agreement, will be shown on the roster immediately following prior rights employees from each of the respective districts.

c. All prior rights employees who are promoted to a higher class after the effective date of this agreement will establish seniority in the higher class on the combined districts.

7. All bulletins expiring after the effective date of this agreement, will be furnished to all employees on both former districts.

8. Positions may be established by bulletin, the territories of which include both prior rights districts, and assignments will be made to the employees of the prior rights district having the preponderance of main track mileage within the territories shown in the bulletins.

9. Signal gangs may be used off assigned district to augment signal gangs having prior rights, provided, however, that there are no furloughed employees on the prior rights district, and when held away from their assigned headquarters will be subject to expenses/ per diem as provided for in the existing agreement. Signal gangs used off assigned district as described in this paragraph will not constitute a change under Article VIII of Mediation Agreement Case No. A-8811 of November 16, 1971, and an implementing agreement will not be required.

10. A prior rights employee, with displacement rights may displace any non prior rights employee within his prior rights district.

11. The seniority district on which the employee holds prior rights will be considered the employee's seniority district for the purpose of application of the February 7, 1965 Agreement, and employees will not be placed in a worse position because of this agreement.

This is not considered an implementing agreement and does not constitute a change as contemplated under Article VII of Mediation Agreement Case A-8811 of November 16, 1971.

12. A prior rights signal employee who loses his position through no fault of his own will not be required to displace on a non prior rights position, but may be granted a leave of absence until such time as he can hold a position on his prior rights district. Failure to return from leave of absence within ten (10) days from date of notification will result in forfeiture of seniority unless prior arrangements have been made to extend the ten day period for just and sufficient reason.

For the Brotherhood of Railroad
Signalmen

For the Company

Signatures not reproduced.

MEMORANDUM OF AGREEMENT

between

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY
and the
BROTHERHOOD OF RAILROAD SIGNALMEN

Relating to the manner in which seniority will be allocated in filling job assignments between St. Louis Southwestern Railway Company employees and former Chicago, Rock Island and Pacific Railroad Company employees hired by St. Louis Southwestern Railway Company pursuant to the provisions of the Labor Protective Agreement signed at Washington, D.C., the 4th day of March, 1980.

IT IS AGREED THAT:

SECTION 1. Pursuant to the Interstate Commerce Commission's approval of the joint application by Southern Pacific Transportation Company and St. Louis Southwestern Railway Company to purchase a portion of the Chicago, Rock Island and Pacific Railroad Company (Finance Docket No. 28799), effective July 10, 1980, the manner in which seniority will be allocated between former employees of Rock Island hired by SSW pursuant to the provisions of the March 4, 1980 Agreement and the employees of SSW shall be as hereinafter set forth.

SECTION 2.

(a) The entire SSW system shall be combined and compose one single seniority district for each of the various classes of signalmen.

(b) The names and seniority dates of former Rock Island signal employees listed on Attachment "A" of this Agreement will be dovetailed with the names and seniority dates of employees on the current St. Louis Southwestern Railway Company system signal roster for each of the respective classifications.

(c) Names of signal employees will appear on the system roster in the same relative order in which they currently appear on their respective rosters. In the event two signal employees from different former seniority rosters have the same seniority date, date of birth shall determine their placement on the system roster.

(d) Additional employees hired pursuant to the provisions of the March 4, 1980 Agreement shall be dovetailed in the same manner. However, this will not apply to former Rock Island employees hired on a temporary basis for any special rehabilitation project.

(e) Signal employees, other than former Rock Island signal employees hired pursuant to the March 4, 1980 Agreement, hired after the effective date of this

Agreement will establish a seniority date on the system roster pursuant to Rule 403 of the collective bargaining agreement between SSW and BRS, but will not establish any prior rights to positions.

SECTION 3.

(a) Former Rock Island signal employees listed on Attachment AA \cong will have prior rights to positions working exclusively in former Rock Island territory on the Tucumcari Line.

(b) Signal employees listed on the current SSW roster will retain prior rights to positions on the former SSW.

(c) Additional employees hired pursuant to the March 4, 1980 Agreement, other than those employees hired for temporary special rehabilitation project positions, will also establish a prior right to positions working exclusively in former Rock Island Territory on the Tucumcari Line. However, in the application of their prior rights, any such additional employees will follow those employees listed on Attachment "A" to this Agreement.

SECTION 4. When it becomes necessary to hire additional former Rock Island employees pursuant to the terms of the March 4, 1980 Agreement, the former Rock Island signal employees listed on Attachment "B" to this Agreement will be the eligible employees in the order as listed.

SECTION 5. This Agreement will become effective November 6, 1980 will continue in effect until changed or modified in accordance with the Railway Labor Act, as amended.

Signed this 6th day of November, 1980, at Chicago, Illinois.

FOR THE BROTHERHOOD OF
RAILROAD SIGNALMEN:

FOR ST. LOUIS SOUTHWESTERN
RAILWAY COMPANY:

(Signatures not reproduced)

MEMORANDUM OF AGREEMENT

between the

SOUTHERN PACIFIC TRANSPORTATION COMPANY
TEXAS AND LOUISIANA LINES

AND THE EMPLOYEES

Represented by the

BROTHERHOOD OF RAILROAD SIGNALMEN

IT IS AGREED:

- 1) Effective August 15, 1978, all signal employees represented by the Brotherhood of Railroad Signalmen of the San Antonio, Houston, and Lafayette Divisions, and the System Signal Shop, Houston, holding seniority in any class of that date, will be placed on one common seniority roster in the seniority order they first entered the service of this Carrier in the Signal Department on the division on which seniority was held August 14, 1978. This roster will be titled "Consolidated Seniority Roster of Signal Department Employees, Southern Pacific Transportation Company, Texas and Louisiana Lines."
- 2) Signal employees of the San Antonio Division who entered service on or before December 31, 1972, on the former Dallas Division Seniority District shall have and retain all prior rights to positions of the former Dallas Division Seniority District, with the Suffix "DASA" following their names on the consolidated roster. "DASA" employees shall also have superior rights on "SADA" district over all others except "SADA" employees.
- 3) Signal employees of the San Antonio Division who entered service on the San Antonio Division Seniority District on or before December 31, 1972, shall have and retain all prior rights to positions of the San Antonio Division Seniority District, with the suffix "SADA" following their names on the consolidated roster. "SADA" employees shall also have superior rights to positions on "DASA" district over all others except "DASA" employees.
- 4) Signal employees of the San Antonio Division who entered service on the San Antonio Division on or after January 1, 1973, and prior to August 15, 1978, shall have and retain all prior rights to positions of the San Antonio Division, which consists of the seniority districts of both the San Antonio and former Dallas Division Seniority Districts. The suffix "SANP" will follow their names on the consolidated roster, and they shall rank next behind "DASA" and "SADA" employees in prior rights to positions of the San Antonio Division.

5) Signal employees of the Houston Division who entered service on the Houston Division on or before August 14, 1978, shall have and retain all prior rights to positions of the Houston Division Seniority District, with the suffix "HO" following their names on the consolidated Roster.

6) Signal employees of the System Signal Shop, Houston, who entered service on or before August 14, 1978, shall have and retain all prior rights to positions of the System Signal Shop, Houston, with suffix " SSS " following their names on the consolidated roster.

7) Signal employees of the Lafayette Division who entered service on the Lafayette Division on or before August 14, 1978, shall have and retain all prior rights to positions of the Lafayette Division Seniority District, with suffix "LAF" following their names on the consolidated roster.

8) Signal employees who entered service of the Carrier on or after August 15, 1978, shall not hold or accrue prior rights to positions of any one district or division, but will be placed on the Consolidated Seniority Roster of Signal Department Employees, Southern Pacific Transportation Company, Texas and Louisiana Lines, with rank in accordance with seniority date established under Rule 403.

9) In the event two or more signal employees have established seniority on their original seniority district on the same date, prior to August 15, 1978, they will be placed on the Consolidated Seniority Roster with a seniority rank as to their seniority date in the next higher seniority class.

Two or more employees, under this section, having the same seniority date as assistants, not promoted, shall take rank in the order of the date of their application for employment.

10) All prior-rights employees who are promoted after the effective date of this agreement will establish seniority in the higher class on their prior-rights district.

11) All bulletins expiring on or after August 15, 1978, will have the prior-rights district or districts shown on the bulletin and such bulletins will be furnished signal employees of that prior-rights district or districts. Non-prior-rights signal employees will be furnished bulletins of a prior-rights district upon making individual written requests to the Signal Supervisor of that district.

Employees promoted to Class 4 under the provisions of Rule 204 before completing the fourth training period may accept positions on non-prior-rights districts, but will not be required to do so. In the event there are no bids received for a bulletined position, the junior non-prior-rights signalman of that class will be force-assigned. If there are no promoted non-prior-rights signalmen of that class, the junior prior-rights signalman will be force-assigned, except as provided in Item 17.

12) (a) Positions may be established by bulletin, the territories of which include two or more prior-rights districts, and assignments will be made to the employees of the prior-rights district having the preponderance of main track mileage within the territories shown in the bulletins.

(b) Signal gangs may be used off assigned district or districts to augment signal gangs having prior rights in other districts, and when held away from their headquarters locations, will be subject to expenses as provided in Rule 317, Signalmen's Agreement, and all provisions of Agreement of October 24, 1973, as amended by Agreement of September 26, 1977. Signal gangs used off assigned districts as described in this paragraph (b) will not constitute a change under Article VIII of Mediation Agreement Case No. A-8811 of November 16, 1971, and an implementing agreement will not be required.

13) Rule 408 (c) of Signalmen's Agreement is amended to provide that a prior-rights employee, with displacement rights, may displace any non-prior-rights employee on his prior-rights district.

14) For the purpose of identification of prior-rights districts as referred to in this agreement, the districts are described as follows:

- (a) "SADA" prior-rights district includes the Valentine, Sanderson, Del Rio, and Flatonia subdivisions, that part of the Austin subdivision shown as the Shiner Branch, as shown in San Antonio Division Timetable No. 9, the Corpus Christi and Rockport Branches, and that part of Alice subdivision between Beeville, mile Post 90.9 and 55 near Alice, as shown in Houston Division Timetable No. 210.
- (b) "DASA" prior-rights district includes the Austin subdivision, except Shiner Branch, the Ennis subdivision, as shown in San Antonio Division Timetable No. 9, and the territory between Mile Post 12.5 and Mile Post 118.6. Hearne subdivision, as shown in Houston Division Timetable No. 210.
- (c) "SANP" prior-rights district includes all territory included in (a) and (b) above.
- (d) "HO" prior-rights district includes all territory shown in Houston Division Timetable No. 210, except those specifically excepted in paragraphs (a) and (b) above.
- (e) "PLAF" prior-rights district includes all territory shown in Lafayette Division Timetable No. 131.
- (f) "SSS" prior-rights district consists of employees holding seniority in the System Signal Shop, Houston, Texas, as of August 14, 1978.

15) (a) The seniority district on which the employee holds prior rights will be considered the employee's seniority district for the purpose of application of the February 7, 1965 Agreement, and employees will not be placed in a worse position because of this agreement.

This is not considered an implementing Agreement and does not constitute a change as contemplated under Article VIII of Mediation Agreement Case A-8811 of November 16, 1971.

An assistant in training prior to August 15, 1978, will be permitted to complete his training prior to being required to accept a position on a non-prior-rights district.

17) A prior-rights signal employee who loses his position through no fault of his own will not be required to displace on a non-prior-rights position, but may be granted a leave of absence until such time as he can hold a position on his prior-rights district. Failure to return from leave of absence within ten (10) days from date of notification will result in forfeiture of seniority unless prior arrangements have been made to extend the ten-day period for just and sufficient reason.

18) This agreement does not supersede agreement effective January 1, 1973, consolidating the seniority district of the San Antonio Division and former Dallas Division, which remains in full force and effect. This Agreement does supersede the terms of any ,agreement or rule with which it conflicts.

Signed at Houston, Texas, this 14th day of August, 1978.

FOR THE EMPLOYEES:

FOR THE CARRIER:

(Signature not reproduced)

(Signature not reproduced)

Brotherhood of Railroad Signalmen
Southwestern General Committee
Representing Locals # 24, 34,85,92, 99, 104, 126, 152, 153, 157, 179, 182 & 233

G.E. Jones
Vice General Chairmen

T. Edwards
General Chairman

R.J. Kidder
General Secretary-Treasurer

Senior Vice Chairman
V.D. Bradford
PO. Box 610
2306 William Circle
1026 Mason Road

October 26, 1995

A.R Christensen
Spanish Fork, Utah 84660
Ennis, Texas 75119
Arnaudville, Louisiana 70512

M.J. Clayson
Office 801-798-8368
214-875-7317
318-667-6016

E.G. Crossen
Home 801-798-6572

M.T King
E.O. Rosebure
B.E. Whitlock

Mr. D. A. Porter,
Director, Labor Relations
Southern Pacific Lines
One Market Plaza
San Francisco, CA 94105

Re: File No. SWGC-1158
Via facsimile Transmission

Dear Sir:

This will confirm our phone conversation of October 25, 1995 concerning sale or lease of Coast Line track to SCRRRA, Moorpark to Burbank Junction and Southern Pacific's bona fide effort to allow incumbents to follow their work.

During our conversation it was agreed that the terms of the Coast Agreement would be applied to the above transaction and that affected employees will be covered whether or not they remain at SP.

It was further agreed that railroad retirement benefits will be paid by SP in accordance with applicable railroad retirement laws.

On the basis of the foregoing, the BRS is willing to waive the 30 days notice.

If the foregoing correctly reflects our understanding, please sign where indicated below and return copy to this office for our files.

Very truly yours,

/s/G. E. Jones,
General Chairman

I concur: /s/
Director, Labor Relations

cc: T. J. Matthews, V.P.1 SPL
W. D. Pickett, Pres
V. V. Artsdalen, VP

MEMORANDUM AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF RAILROAD SIGNALMEN

Memorandum of agreement entered into at Omaha, Nebraska, on November 8, 1972 between the Union Pacific Railroad Company and its employes represented by the Brotherhood of Railroad Signalmen in full disposition of the camp car issue and travel time and expense issue arising from Articles VI and XII (c) of Mediation Case No. A-8811 of November 16, 1971.

IT IS AGREED

SECTION 1. As early as practicable but in any event no later than July 1, 1973, unless a different date is mutually agreed upon by the Management and the General Chairman, signal gangs headquartered in camp cars or mobile units will be converted to fixed headquartered signal gangs to the extent that by July 1, 1973 there will be no more than nine (9) signal gangs with mobile headquarters throughout the system; however, additional signal gangs with mobile headquarters may be established on the same terms and conditions as contained herein by agreement with the General Chairman.

SECTION 2. (a) In implementing the initial changes, abolishment notices and vacancy bulletins covering a seniority district will be prepared in accordance with the provisions of Rules 23 and 38 and will be circularized thirty (30) days in advance of the conversion of existing gangs assigned with headquarters as outfits which are to be established as fixed headquartered signal gangs. Assignment bulletins will be issued ten (10) days prior to the effective date of the change. Copies of all notices and bulletins will be furnished to the General Chairman and Local Chairmen.

(b) Work of fixed headquartered and mobile signal gangs shall consist of construction, installation; maintenance and repair work similar to work presently being performed by such gangs. If a question arises regarding the work to be performed by mobile or fixed headquartered signal gangs, the General Chairman may handle directly with the Chief Engineer.

SECTION 3. Signal gangs which are converted to fixed headquarters will be provided within a building adequately furnished with lockers, bathing and toilet facilities which will be considered as their designated point for the purpose of application of Rule 5 of the Schedule Agreement. Until such time as these facilities can be made available (not exceeding one year from the date of this agreement) wash and shower car facilities presently assigned with camp car gangs may be retained and equipped with lockers adequate for the purpose of each individual. Employes will cooperate in maintaining the facility in a clean and sanitary condition.

SECTION 4. Positions in fixed headquartered signal gangs and mobile gangs will be filled in accordance with provisions of Rules 36 and 38 of the current Signalmen's Agreement.

SECTION 5. The number and classification of positions assigned to headquartered signal gangs and mobile gangs will depend solely upon the requirements of the service as determined by management and will be filled in compliance with the provisions of the Schedule Agreement.

SECTION 6 (a) Employees assigned in gangs with fixed headquarters when held away from their headquarters at the direction of the management will be reimbursed for actual, reasonable and necessary expenses incurred for meals and/or lodging and travel time allowances in accordance with the provisions of Rule 12 of the Schedule Agreement. At its election the Company may arrange for and pay the cost of meals and lodging. When lodging is arranged for by management, it shall be either in a motel, hotel or other comparable lodging facilities suitable for the purpose with appointments which may be reasonably expected in the community where such lodging is provided. If lodging facilities which are considered unsuitable are provided, the General Chairman may handle directly with the Chief Engineer for correction.

(b) Employees assigned in gangs with fixed headquarters shall if required to leave their headquarters two (2) hours in advance of assigned working hours or held away from headquarters two (2) hours after assigned working hours, be reimbursed for actual reasonable expenses incurred for meals. At its election, the Company may arrange for and pay the cost of meals.

(c) Employees assigned to a fixed headquartered signal gang shall be notified on the preceding day when they will be required to go out from such headquarters point and remain overnight, except in emergency conditions at which time they will be allowed ample time to assemble adequate clothing.

SECTION 7

(a) Employees assigned to signal gangs with fixed headquarters. when held away from their headquarters, will commence and end their work day at a designated point on railroad property i.e., depot, tool house or signal material car, located within the city or town where meals and lodging are available. In locations where there is no depot, tool house or signal material car, the employee's time will begin and end at the common lodging facilities. Transportation shall be provided by the Carrier to and from the common lodging facilities. When the depot, tool house or signal material car is designated as the reporting point, no compensation for riding time between the reporting point and the common lodging facilities will be allowed, when such reporting point is fifteen (15) minutes or less traveling time from the common lodging facility.

(b) Suitable transportation from home station to point of work and return will be furnished by the Company.

SECTION 8

(a) Employees assigned to mobile gangs on the effective date of this Agreement who obtain assignments in fixed headquartered gangs on and after the effective date of this Agreement shall, if they are required to change their residence, be subject to the benefits contained in Sections 10 of the Washington Job Protection Agreement, notwithstanding anything to the contrary contained in said provisions except that the employees shall be granted five working days instead of "two working days" provided in Section 10 (a) of said Agreement and, in addition to such benefits, employees shall receive a transfer allowance of \$800.00. A change of residence shall not be considered "required" if the headquarters point of the gang to which the employee transfers is not more than thirty miles from his former residence.

(b) It is understood that this provision is applicable only to those employees who on the effective date of the change maintain a bona fide established residence, i.e., house, apartment, mobile home, and who actually change their residence to the location of their newly assigned headquarters.

(c) The understanding as contained in Section 8 (k) and (b) hereof, is without prejudice to the position of either party as to what constitutes "technological, operational, and organizational changes" as referred to in said Article VIII of the Mediation Case No. A-8811 and will not be considered as a precedent nor will it be cited by either party as concerns similar circumstances which might arise in the future.

SECTION 9

(a) The mobile units to which employees are assigned shall be properly and adequately furnished to accommodate the employees. Sufficient recreation space shall be provided, the dining and sleeping units will be equipped consistent with the safety and character of the unit and the comfort of the employees. It shall be the duty of the carrier to be certain that the mobile units are maintained in good repair, clean and sanitary, equipped with evaporative air-coolers or refrigerated air conditioners, as agreed to by the Chief Engineer and the General Chairman, properly lighted, heated, and that adequate sanitary and shower facilities are provided. Dining, sleeping and recreation areas shall be screened, well ventilated and have sufficient air space for the number of men to be accommodated. Employees using such facilities will cooperate to see that they are maintained in a clean and sanitary condition. If a problem develops, the matter may be handled for correction directly with the Chief Engineer by the General Chairman.

(b) Complaints with respect to the condition of camp cars and their appurtenances may be handled directly with the Chief Engineer. Repair or maintenance of heating, air conditioning, water supply, kitchen or toilet facilities made necessary by a failure in the appurtenances will be made as soon as practicable. When these essential services cannot be restored to operation promptly, the foreman will contact the Signal Supervisor for permission to secure other eating and/or sleeping accommodations until repairs are made.

SECTION 10. In addition to the benefits now provided by Sections B.1., B.2., and B.3. of Award of Arbitration Board 298 for meals, and the daily allowance of \$.70 now being paid for each day actual service is performed, for bedding (other than pillows, mattresses and mattress covers), towels, the laundry expense thereof and other incidentals such as cooking utensils, dishes, etc., employes assigned to mobile signal gangs will receive an additional daily allowance of \$3.45 for each day actual service is performed as a consideration to defray transportation expense and travel time for weekend visits.

SECTION 11

(a) Time spent in traveling from one work point to another outside of regularly assigned hours or on a rest day or holiday shall be paid for at the straight time rate.

(b) An employe who is not furnished means of transportation by the railroad company from one work-point to another and who uses other forms of transportation for this purpose shall be reimbursed for the cost of such other transportation. If he uses his personal automobile for this purpose in the absence of transportation furnished by the railroad company he shall be reimbursed for such use of his automobile at the authorized mileage allowance. If an employe's work point is changed during his absence from the work point on a rest day or holiday this paragraph shall apply to any mileage he is required to travel to the new work point in excess of that required to return to the former work point.

(c) If a mobile unit is moved during the work week and employes assigned thereto are not able to move their automobiles during the time that the mobile unit is being moved, the employes will be returned to the location of their automobiles at the Company's expense.

SECTION 12.

In accordance with the provisions of Section 1 hereof, additional mobile signal gangs housed in outfit cars may be established on any seniority district for the purpose of handling special projects which in the judgment of management cannot be handled by regularly assigned signal gangs. Employes of such mobile gangs shall receive the allowances as contained in Sections 10 and 11 hereof. A "special project" is defined as being a specific and well defined assignment of a temporary nature, the beginning and ending date of which will be agreed upon by the Chief Engineer and the General Chairman. Any extensions thereof must likewise be agreed upon by the Chief Engineer and the General Chairman. other signal gangs will not be reduced in number of men or classification as a result of temporary signal gangs.

SECTION 13.

Except as otherwise provided in this Memorandum of Agreement, employes of fixed headquartered and mobile gangs will be subject to the applicable provisions of the Signalmen's Agreement effective April 1, 1962 and its revisions.

SECTION 14.

The experience under this agreement will be reviewed three (3) years from the effective date thereof and if the Brotherhood feels the camp cars assigned to mobile signal gangs do not meet the standards of Award of Arbitration Board No. 298, the matter will be subject to the arbitration provision contained in Article VI of the Mediation Agreement of November 16, 1971.

SECTION 15.

Except as modified in Paragraph (b) of Section 11 hereof, it is understood and agreed that the provisions and interpretations of Award of Arbitration Board No. 298 shall continue to apply.

SECTION 16.

In full and final disposition of the camp car issue and the travel time and expense issues arising from Article VI and Article XII (c) of Mediation Case No. A-8811 dated November 16, 1971, this Agreement will become effective December 1, 1972 and will continue in effect until changed or modified in accordance with the provisions of the Railway Labor Act.

Signed at Omaha, Nebraska, this 8th day of November, 1972

FOR THE BROTHERHOOD OF RAILROAD
SIGNALMEN:

/s/ H. W. Parsons
General Chairman

APPROVED:

/s/ J. T. Bass
Vice President

FOR THE UNION PACIFIC
RAILROAD COMPANY:

/s/ R. M. Brown
Chief Engineer

January 1, 1999

Side Letter #9

Mr. T. R. Macken
General Chairman, BRS
185 Morey Ave.
Sacramento, CA. 95838

Mr. J. O. McArthur
General Chairman, BRS
60 Deer Trail
Fallon, NV. 89405

Gentlemen:

This letter is in reference to the consolidated Collective Bargaining Agreement between the Brotherhood of Railroad Signalmen and the Union Pacific Railroad Company effective January 1, 1999 on the properties formerly governed by the SP CBA and UP CBA.

It is hereby agreed between the parties that Signal gangs working under Appendix O (Camp Car Agreement) will receive a per diem of \$21.25 per each day of the calendar week, including rest days, holidays, and personal leave days, except it shall not be payable for workdays on which the employee is voluntarily absent from service, or for rest days, holidays, for personal leave days when the employee is voluntarily from service when work is available to him on the workday immediately preceding or the workday immediately following said rest days, holidays or personal leave days. No elimination of days for per diem allowances or vacation credits will occur when a gang is assigned a compressed work week. Additionally, employees assigned to a signal gang working under Appendix O will receive a \$.70 allowance for each day of actual service rendered (Alaundry expense").

Sincerely,
(Original signed)
W. E. Naro
General Director Labor Relations

APPENDIX "9-B"
UNION PACIFIC RAILROAD COMPANY
ENGINEERING DEPARTMENT

December 3, 1975

R. M. Brown
Chief Engineer

Mr. L. C. Sedlacek
General Chairman, BRS
2715 W. 1st Street
North Platte, Nebraska 69101

Dear Sir:

In connection with fixed headquarters signal gangs that are working at away from headquarters locations, it is agreed the following will be effective as of December 1, 1975:

1. Fixed Headquartered Signal Gangs established -in accordance with Memorandum of Agreement dated November, 8, 1972, will, unless being held to perform services on a holiday or their rest days or traveling conditions do not permit, be returned to their headquarters for rest days and holidays. Such employes, including the foreman, will be compensated at straight-time rate for travel time involved whether within the assigned working hours or outside the assigned working hours while operating or riding in a Company vehicle or traveling by a commercial means of transportation as may be authorized by Management.
2. It is further agreed that, if the employes referred to above are held away from headquarters for rest days or holiday service, they will be allowed a minimum of eight (8) hours at time and one-half rate for a single one day holiday or for the two day rest period.

Yours truly,
/s/ R. M. Brown

AGREED:

/s/ L. C. Sedlacek
General Chairman, BRS
APPROVED:

/s/ J. T. Bass
Vice President, BRS

AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and the

BROTHERHOOD OF RAILROAD SIGNALMEN

In a joint effort to provide a safer working environment, and as an alternative method of handling situations involving Rule "G,"

IT IS AGREED:

Section 1. If any signal employe believes that another signal employe is' in an apparent unsafe condition to work, such employe may immediately contact a Carrier officer. If the Carrier Officer, upon investigation, determines there is an apparent Rule "G" violation, the employe shall be removed from service.

It is understood that when a removal from service takes place, transportation will be furnished back to the reporting point.

Section 2. Once an employe has been relieved from service under section 1, such employe must contact the Company's Employee Assistance Program (EAP) Counselor on the division involved within five (5) calendar days of the day removed from service (See Attachment "A"). If the employe contacts the EAP Counselor and accepts counseling, he shall be paid for the full tour of duty on the date removed from service.

Section 3. If the employe complies with the requirements set forth in Section 2, and the EAP Counselor determines the employe is not in need of counseling, the employe shall be returned to service. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in Section 2.

Section 4. If the employe complies with the requirements set forth in Section 2, and the EAP Counselor determines the employe is in need of counseling and the employe accepts counseling, the employe shall be immediately returned to service, subject to a favorable recommendation from the EAP counselor. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in Section 2.

Section 5. If the employe does not comply with the requirements set forth in Section 2, or refuses to accept the counseling provided in Section 4, the individual may, if so desired, request a formal investigation; however, such request must be made within five (5) calendar days of the day removed from service. Employes who do not request an investigation must request a leave of absence in writing. One forty-five (45) day leave of

absence will be granted. If the employe has not contacted the EAP Counselor before the end of the written leave of absence, the employe shall be considered as voluntarily forfeiting all seniority rights and employment relationship.

When an employe or employes originate action, as provided in Section 1, they will not be called as a Company witness or witnesses, if the employe requests a formal investigation.

Section 6. This Agreement shall apply one time only to each employe covered thereby. Thereafter, all applicable rules in the Schedule Agreement shall apply.

Section 7. This Agreement is effective December 1, 1984, and is subject to termination by either party upon the serving of five (5) calendar days' written notice upon the other party.

Signed this 29th day of November, 1984.

FOR THE BROTHERHOOD OF
RAILROAD SIGNALMEN:

/s/ Ronald L. Hinkley
General Chairman

FOR THE UNION PACIFIC
RAILROAD COMPANY:

/s/ E. R. Myers
Director of Labor Relations-
Maintenance of Way & Signal

APPROVED:

/s/ V. Van Artsdalen
Vice President

AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF RAILROAD SIGNALMAN
PREVENTION PROGRAM COMPANION AGREEMENT

The Union Pacific Railroad Company and the Brotherhood of Railroad Signalmen jointly recognize that safety is the paramount concern and that an alcohol and drug free environment is an essential element in maintaining a safe work place, and agree to the following to ensure the utmost compliance with Rule "G":

Section 1. An employe who has been dismissed from service as a result of violating Rule "G" may elect to participate in the Rule "G" Rehabilitation/Education Program (Rule "G" R/E Program or Program), provided:

(a) The employe has had no Rule "G" offense on his or her record for at least ten (10) years; and

(b) The employe has not participated in the Rule "G" R/E Program for at least ten (10) years; and

(c) The incident giving rise to the dismissal did not involve significant rule violations other than Rule "G."

Section 2. Participation in the Rule "G" R/E Program shall continue for a period of twelve (12) months unless the employe elects to withdraw from the Program or fails to follow the course of treatment established by the Employee Assistance Counselor.

Section 3. A letter notifying the employe of the availability of the Rule "G" R/E Program, and containing a request form to be completed by the employe shall be attached to the Notice of Dismissal.

Section 4. The employe may elect to participate in the Rule "G" R/E Program by completing and returning the request form to the Carrier Officer who signed the Notice of Dismissal within ten (10) calendar days of receipt of the Notice.

Section 5. The employe must contact the Employee Assistance Counselor within three (3) working days of electing to participate in the Rule "G" R/E Program.

Section 6. After being contacted, the Employee Assistance Counselor shall evaluate the employee to determine whether the employee may safely be returned to service and the course of treatment which the employee should follow. Any course of treatment ordered shall include follow-up drug (and alcohol if appropriate) testing in line with the Carrier FRA approved Drug and Alcohol Policy.

Section 7. If the evaluation indicates that the employe may safely be returned to service, he or she shall be returned to service on a probationary basis, with all seniority unimpaired.

Following return to service; the employe must follow the course of treatment established by the Counselor during the remainder of the Program.

Section 8. If the evaluation indicates that the employe may not safely be returned to service, he or she shall continue in the status of a dismissed employe until subsequent evaluation(s) indicate that it is safe to return the employe to service on a probationary basis. The employe must follow the course of treatment established by the Counselor while out of service and after return to service during the remainder of the Program.

Section 9. If at any time during the twelve (12) month period referred to in Section 2 the employe fails to follow the course of treatment established by the Counselor, the Carrier shall remove the employe from the Program. If the employe has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, also remove the employe from service and the employe shall revert to the status of a dismissed employe.

Section 10. An employe may withdraw from the Rule "G" R/E Program at any time by notifying, in writing, the Counselor and the Carrier officer who signed the Notice of Dismissal. If the employe has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, remove the employe from service and the employe shall revert to the status of a dismissed employe.

Section 11. If the employe successfully completes the Rule "G" R/E Program, a notation to that effect shall be placed on the employe's personal record, the employe's probationary status shall terminate, and all seniority and other rights shall be restored.

Section 12. No claims shall be progressed by or on behalf of the employe based on time lost as a result of the incident leading to the employe's participating in the Rule "G" R/E Program.

Section 13. This Agreement is effective November 1, 1985, and is subject to termination by either party upon the serving of five (5) calendar days' written notice upon the other party.

Signed this 25th day of October, 1985.

FOR THE BROTHERHOOD OF
RAILROAD SIGNALMEN:

/s/ Ronald L. Hinkley
General Chairman, BRS

APPROVED:

/s/ V. Van Artsdalen
Vice President, BRS

FOR THE UNION PACIFIC
RAILROAD COMPANY:

s/ E. R. Myers
Director of Labor Relations
Maintenance of Way & Signal

(Date)

(Inside Address)

Dear _____,

As a qualifying employee who has been dismissed for a violation of Rule G, you may elect to participate in the Rule G Rehabilitation/Education Program. The Program requires 12 months' participation. However, you may elect to withdraw from the Program or the Employee Assistance Counselor may remove you from the program.

Should you elect to participate, the following steps must be taken:

- (1) You must complete and return the attached request form to the undersigned within 10 days of your receipt of this letter.
- (2) You must contact, (name of appropriate Employee Assistance Counselor) within three days of electing to participate in the Program.

The Employee Assistance Counselor will then evaluate you to determine whether or not you may safely be returned to service and the course of treatment which you should follow. This evaluation will result in one of the following:

- (1) If the evaluation indicates you may safely be returned to service, you shall be returned to service on a probationary basis with all seniority unimpaired. Upon returning to service, you must follow the course of treatment established by the Employee Assistance Counselor.
- (2) If the evaluation indicates you may not safely be returned to service, you shall continue in the status of a dismissed employee until subsequent evaluation(s) indicate it is safe to return you to service on a probationary basis. You must follow the course of treatment established by the Employee Assistance Counselor both while out of service and after any return to service.

As mentioned earlier, at anytime during your 12-month participation in the Program, you may either withdraw from the Program or the Employee Assistance Counselor may remove you from the Program. These actions would result in the following:

- 1) If you are removed from the Program and have been returned to service, you shall be removed from service and shall revert to the status of a dismissed employee without any further disciplinary proceeding.

(2) If you should withdraw from the Program and have been returned to service, you shall be removed from service and shall revert to the status of a dismissed employee without further disciplinary proceedings.

If you should elect to participate and should satisfactorily complete the entire 12-month Program, a notation to that effect shall be placed on your Personal Record and your probationary status shall terminate and all seniority and other rights shall be restored.

The request form is attached to this letter. If you elect to participate in the Program, please complete the form and return it to the undersigned within 10 days of receipt of the Letter of Dismissal.

Yours truly,

(The Officer Who Signed The Letter Of Dismissal)

ELECTION TO PARTICIPATE IN
THE RULE G REHABILITATION/EDUCATION PROGRAM

Mr. _____
(Name of Officer Signing Letter of Dismissal)

I elect to participate in the Rule G Rehabilitation/ Education Program. I understand my participation is governed by the October 25, 1985, Agreement establishing the Program. I further understand I must contact Employee Assistance Counselor _____ (name of appropriate counselor) _____ within three days.

(Name of Employee)

(Date Signed)

Synopsis of General Radio Letters dated August 26, 1986, October 16, 1986, and September 16, 1991.

August 26, 1986:

Agreed between the Carrier and the Organization that Messrs. W. J. Fisher and J. L. Atkins will be occupying positions of General CTC Maintainer and Electronic Technician, respectively, on October 1, 1986, and they shall not be required to obtain General Radio Licenses solely as a result of the agreement consolidation between the Western Pacific and Union Pacific.

October 16, 1986:

In regard to the General Radio License requirement (Rule 2), the following understandings and conditions shall be applicable:

1. Employees who are permitted to displace on positions of Retarder Yard Maintainer, or who are otherwise assigned thereto, which require a General Radio License, will be given six (6) months to get the required license and/or certification.
2. The time limit may be extended one time for a duration of six (6) months by agreement between the General Chairman and General Signal Engineer, upon proof furnished by the employee that shows an effort is underway to secure said license or certification.
3. If the employee refuses or cannot acquire the required license or certification at the end of six (6) months, or an extension of that period, the employee must relinquish the position held and displace the junior regularly assigned employee in the class from which promoted.
4. In the event such employee is required to relinquish a position requiring a license and/or certification, the employee shall forfeit any Class 1 seniority date acquired by virtue of being assigned that position.
5. Assistant Signalmen will not be force assigned to positions requiring a license or certification within the intent of Rule 37.

September 16, 1991

It is understood that NABER and/or NARTI certificates will be treated as the functional equivalents of a radio license for purposes of qualifying an employe on a position requiring a radio license. It was also agreed that an employee who has passed the Carrier advanced signal training course and/or can show completion of an

educational curriculum covering and consisting of the same material as the Carrier advanced signal training course will be recognized as being qualified the same as if they held a radio license.

AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF RAILROAD SIGNALMEN

Union Pacific Railroad (UP) and the Brotherhood of Railroad Signalmen (BRS) desire to eliminate the present training agreement and establish a new program that will more clearly meet the training needs of signal department employees.

IT IS THEREFORE AGREED:

Section 1

(a) Except as provided herein, the present training agreement of May 4, 1973, along with all interpretations and understandings connected therewith are abrogated and superseded by this agreement.

(b) The training program will consist of work experience, classroom instruction, and homework. An employee participating in this program will be classified as an Assistant Signalman, which is defined as follows:

ASSISTANT SIGNALMAN: An employee in training for positions coming within the BRS collective bargaining agreement; working under the direction of a signalman, signal maintainer, or signal inspector; and performing work generally recognized as signal work.

(c) Assistant Signalmen hired before May 1, 1973, who elected not to enter into prior training programs, will be retained and will not be required to enter into this program. Such Assistant Signalmen may elect to take the qualifying examination for entrance into this program and will be required to take such examination not later than thirty (30) days following written notification by management.

(d) Assistant Signalmen presently in the training program will continue under the provisions of the Agreement of May 4, 1973. Employees hired after the effective date of this agreement will be governed by the provisions of this agreement.

(e) UP may establish or maintain at its discretion such positions of Assistant Signalman to participate in this training program at such locations as it deems necessary without observing the bulletin procedures of the collective bargaining agreement.

Section 2

After the effective date of this agreement, future vacancies of Assistant Signalmen in this training program will be filled from employees newly hired as Assistant Signalman Candidates. Assistant Signalman Candidates will be required to take a qualifying examination for the position of Assistant Signalman and will commence such training

subject to the requirements of the service. Any such Assistant Signalman Candidate who fails to pass the qualifying examination for promotion to Assistant Signalman will relinquish all seniority rights and his/her service will be terminated immediately. Those Assistant Signalman Candidates who successfully pass the qualifying examination will continue to be classified as Assistant Signalman Candidate, will be compensated at the Assistant Signalman first period rate of pay, and will be promoted to position of Assistant Signalman at the first opportunity in seniority order on their seniority division. Thereafter, such employees will be required to accept all of the conditions of this training program.

Section 3

(a) Except as provided in this agreement, Assistant Signalmen will be required to serve four separate periods of 1040 straight time hours of service before being considered eligible for promotion to Class 1 positions.

(b) The applicable rates of pay for Assistant Signalmen will be as follows:

Assistant Signalman Candidates -	\$14.88 per hour
First Period -	\$15.05 per hour
Second Period -	\$15.12 per hour
Third Period -	\$15.31 per hour
Fourth Period -	\$15.47 per hour

These rates of pay are subject to applicable general wage and Cost of Living adjustments.

(c) Assistant Signalmen Candidates qualifying for this training program will be required to satisfactorily pass an examination for each training period before progressing to the next period or before graduating from the program. A grade of seventy five percent (75%) will be considered a passing grade. If an employee is not tested by the Carrier for promotion to the next pay level in the training program within the time allotted above (1040 straight time hours), he will progress to the next pay rate but must still complete classes and testing for each training period.

(d) During the first training period, Assistant Signalmen will be required to attend a course of at least ten (10) days of formal lab and classroom instruction, which will be uniform in application to the various employees taking the course for a given training period. The initial classroom course will be given as near as practicable at the completion of the first training period with subsequent classroom courses to be scheduled within the second training period. If the Assistant Signalman successfully passes the examination, he/she will be advanced to the next training period at that time, and his/her rate of pay will be adjusted accordingly.

(e) During the course of training, Assistant Signalmen will be required to take examinations on matters related to the study material, discussions and hands-on work experience covered in the current and previous training periods. In the event the Assistant Signalman fails to satisfactorily pass the examination, a re-examination of the instruction and material of the training period that was failed will be given within sixty (60) days of the

date of his/her failure. The employee will be graded on the re-examination in the same manner as the examination that was failed. Failure of an employee to take an examination when scheduled or satisfactorily pass a re-examination will result in the forfeiture of the employee's seniority, and his/her service with the company will be terminated immediately. If the employee is unable to take the re-examination as scheduled or satisfactorily pass such re-examination for reasons beyond his/her control, with the concurrence of the Chief Engineer Signal and General Chairman, a further re-examination will be permitted. Upon request, the General Chairman or his/her designee may attend the re-examination of any employee.

Section 4

(a) Assistant Signalmen who are required at the direction of management to travel between work locations account being rotated to gain work experience will be paid travel time at their pro rata rate for actual time spent traveling including waiting time in route, not to exceed eight hours in any given day. For the purpose of computing time under this provision a day, including rest days and holidays, will be considered as commencing at the normal starting time of the employee's regular assignment.

(b) Assistant Signalmen, who are required at the direction of management to travel and who are not furnished a means of transportation by the company will be reimbursed for the cost of any authorized public transportation. If an employee is authorized to use his/her personal vehicle for transportation, he/she will be paid an allowance at the authorized rate per mile for normal roadway travel miles by the most direct route.

(c) Each Assistant Signalman and Assistant Signalman Candidate will be designated a headquarters point and home station on his/her seniority district which will remain unchanged until they have completed the training program and have been promoted to a Class 1 position. Assistant Signalmen and Assistant Signalman Candidates who request a change in the headquarters assignment or who exercise their seniority in a normal manner to acquire a position at another location will do so without expense to the carrier and will assume the expense or per diem rules applicable to their new assignment. Assistant Signalmen and Assistant Signalman Candidates who are rotated to gain the required work experience will assume the hours of service, the general working conditions, and expense or per diem rules, if any, of employees or gangs to which they are assigned. When Assistant Signalmen or Assistant Signalman Candidates are assigned to work with an employee who is assigned a fixed headquarters location away from their assigned headquarters, they will be reimbursed for actual necessary expenses incurred.

Section 5

(a) Should the requirements of service necessitate more employees in Class 1 than are available, the Assistant Signalmen who have passed the greatest number of examinations will be considered for promotion to fill the vacancy, fitness and ability being sufficient. The senior Assistant Signalmen on that seniority district who expresses a desire for promotion will be given preference. Assistant Signalmen who have completed one year of service and refuse to accept promotion will terminate their services with the carrier.

(b) In the event an Assistant Signalman is assigned to fill a Class 1 temporary vacancy at a fixed headquarters location where meals and suitable lodging are not provided, he/she will be reimbursed for actual reasonable living expenses incurred away from his/her assigned headquarters or home station for a period of sixty (60) calendar days or until he/she is assigned to the position by bulletin. In the event an Assistant Signalman is promoted to a Class 1 position by bulletin, he/she will be accorded a temporary seniority date in accordance with Rule 40 of the collective bargaining agreement and thereafter will be permitted to exercise seniority in Class 1 as provided by the provisions of the collective bargaining agreement. In the event an Assistant Signalman is promoted prior to successfully completing the training program, he/she will be required to continue in the training program and take and pass such remaining examinations on the same basis as if he/she were still an Assistant Signalman. If such employee fails to pass the re-examination as provided under the procedures of this agreement, he/she will forfeit his/her seniority in all classifications and his/her services with the carrier will be terminated.

If an Assistant Signalman is promoted to a Class 1 position prior to successfully completing the training program and fails to meet the requirements of the Class 1 position within a reasonable amount of time, he/she will be disqualified by written notification stating the reasons therefore and will be restored to an Assistant Signalman position and compensated at the rate consistent with his/her training period and examinations passed.

Section 6

(a) Textbooks and other study material will be supplied by the carrier at no cost to the employee. Employees will sign receipts acknowledging responsibility for such materials and payment for loss or damage of the materials, excluding normal wear and tear. Upon successful completion of the course, such materials will become the property of the employee. Employees who fail to complete the training program must return all course material to the carrier or make payment in lieu thereof.

(b) Upon entering the program, Assistant Signalmen must maintain a daily log of their work experience in sufficient detail to reflect the work experience they have gained on the various phases of their classification of work. Daily logs will be subject to periodic review by the carrier and the Local Committee of the BRS with a view to insure the adequacy and impartiality of the Assistant Signalman's work experience and training.

(c) Examinations given under the provisions of this agreement, will be administered on a fair and impartial basis, and employees will not be examined on matters which they have not had an opportunity to become familiar with either through the study of training material or other instructional materials applicable to their status of training or training which has been afforded them.

(d) During the course of their training, Assistant Signalmen will be required to take and pass examinations on matters related to their training, including safety rules, common standards, construction standards and specifications, Maintenance of Way and Signal Rules, etc., prior to their completion of the training program. Failure to pass the prescribed examinations on these subject matters, which will be administered in the same

manner as other examinations and re-examinations provided by this agreement, will result in the employee forfeiting seniority rights in all classifications and his/her service with the carrier will be terminated.

Section 7

A new employee entering service or a former employee re-entering the service of the carrier on a position as Assistant Signalman will be paid the applicable rate for the position that he/she occupies or the appropriate rate provided by this agreement, based upon his/her previous experience in signal work. Such an employee will qualify to hold a position of Signalman, only if he/she has successfully passed a comparable signal training program on another railroad; has successfully passed the four examinations of this training program; or has had equivalent training.

Section 8

It is understood that except as specifically amended or modified by this agreement, the provisions of the collective bargaining agreement and amendments thereto, which are presently in effect will apply. If any questions arises with respect to the interpretation or application of this agreement, it may be handled by the General Chairman directly with the Director of Labor Relations.

Section 9

This agreement will become effective on 1st day of January, 1999.

FOR THE ORGANIZATION:

/s/ J. O. McArthur
General Chairman, BRS

/s/ T. Macken
General Chairman, BRS

APPROVED:

/s/ V. VanArtsdalen
Vice President, BRS

FOR THE CARRIER:

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

AGREEMENT
Between The
UNION PACIFIC RAILROAD COMPANY
And The
BROTHERHOOD OF RAILROAD SIGNALMEN

On April 6, 1995, the Interstate Commerce Commission approved, in Finance Docket 32133, the merger of the Chicago & North Western Railway Company (C&NW) into Union Pacific Railroad. On September 12, 1996, the Surface Transportation Board approved, in Finance Docket 32760 and selected subdockets, the merger of the Southern Pacific Transportation Company and its subsidiaries (SPRR) into Union Pacific Railroad and its subsidiaries (UPRR). By letter dated October 18, 1996, UPRR served notice of its intent to close the SPRR signal shops at Houston, Texas, and Denver, Colorado, and transfer the work and employees to either Sedalia, Missouri, or Council Bluffs, Iowa. A copy of the notice is attached as Attachment "A". By letter dated January 13, 1997, UPRR served notice of its intent to transfer corresponding work from the C&NW to Sedalia, Missouri. A copy of the notice is attached as Attachment "B". During discussions on these notices, the parties recognized a need to create system shops to coordinate the performance of this work on a system wide basis. Accordingly, pursuant to Article 1, Section 4 of New York Dock Conditions,

IT IS AGREED:

SECTION 1.

Effective April 1, 1997, the signal shop at Sedalia, Missouri, will be designated as system signal shop. On that date, the signal shops at Houston, Texas, and Denver, Colorado, will be closed, and all work performed by BRS represented employees at these shops will be transferred to the shops at Sedalia, Missouri, and Council Bluffs, Iowa. Also on that date, the work covered by Carrier's notice of January 13, 1997 will be transferred from C&NW locations to Sedalia, Missouri. It is understood that if the Carrier should elect to reopen additional shops it is under no obligation to reestablish any at Houston, Denver, Roseville or Portland. It may open such shops at any location it deems appropriate.

SECTION 2.

(a) On March 3, 1997, twelve (12) new positions will be advertised for the Sedalia Shop to absorb the work being transferred from Houston and Denver, and will be advertised to employees having seniority rights in the Houston and Denver Shops. First preference will be given to those employees holding positions in these shops. In the event an employee holding a position within these shops elects not to bid on a

position in the Sedalia Shop, the position will be assigned to the senior applicant holding seniority on the seniority district covering that shop. If these positions remain unfilled, they will then be offered to UPRR(including C&NW employees). If the positions are not filled by those employees holding positions in these shops, the number of positions will be reduced by the number of employees accepting separation allowances under Section 3 of this agreement.

On March 3, 1997, three (3) positions will be advertised in the Sedalia shop to absorb the work being transferred from C&NW, and will be advertised to former C&NW employees. Assignments to the Sedalia Shop will be made in seniority order. If these positions are not filled, they will be offered to UPRR employees.

(b) The positions identified in Carriers' notice of October 18, 1996, will be abolished so as to coincide with the transfer of work as set forth in Section 1 above. No C&NW positions will be abolished as a result of the transfer of this work.

(c) All SPRR and C&NW BRS employees will be added to the "System Seniority Roster". Placement on the system roster will be based upon an employee's earliest continuous service date in the signal department.

NOTE: The "System Seniority Roster" will only be used for the specific purposes identified in this Agreement.

(d) Employees transferring from SPRR and C&NW into the Sedalia shop, will have their seniority dovetailed into the Sedalia Shop working list, with all employees in the shop listed in accordance with their standing on the system seniority roster. A shop working list will be created for the Roseville Shop as of February 1, 1997. Employees on these shop working lists, as of February 1, 1997, with a seniority date prior to January 1, 1989, will be granted first rights to positions in the shop in which they are working and will have an asterisk placed next to their names on the shop working list. Employees with the asterisk designation will be subject to displacement only by:

- (1) a senior employee displacing as a result of force reductions within the shop based upon their seniority standing on the shop working list;
- (2) any employee who could have exercised a displacement pursuant to the appropriate schedule agreement prior to the effective date of this agreement.

Asterisks will be removed from shop working lists and forfeited once such employee leaves the signal shop for any reason. Employees who do not have prior rights will be subject to displacement by any senior employee on the system roster. Force reductions in a shop will be based upon their seniority standing on the shop working list.

(e) Future vacancies in a shop will be advertised to the system roster and employees will be assigned in seniority order based upon their standing on the system roster. Employees on the system roster may bid or displace to or from the signal shop without consequence to their seniority under their collective bargaining agreement. Such employees also will not be required to accept recall to their home seniority while working in the system shops.

SECTION 3.

During the time the positions to be transferred from Houston and Denver are being advertised, UPRR will allow eight (8) (6 T&L and 2 D&RGW) BIRS represented employees working on the seniority territories covering these shops the opportunity to accept a separation allowance. The amount of such allowance will be calculated pursuant to the provisions of Section 9 of the Washington Job Protection Agreement. In order to reach retirement, the separation allowance may be taken in equal installments over a period not to exceed eighteen (18) months. Such separation allowances will be granted in seniority order.

SECTION 4.

It is recognized that employees may move to and from the shop and occupy positions under their respective collective bargaining agreements. Service in the shop and under an employee's collective bargaining agreement will be combined for vacation, personal leave, entry rates, and other present or future benefits that are granted on the basis of qualifying time of service in the same manner as though all such time had been spent in the service under one collective bargaining agreement.

It further is recognized that by moving to and from the shop an employee would be moving from one health and welfare program to another. An employee therefore will remain with the health and welfare coverage provided under the collective bargaining agreement where he holds seniority.

SECTION 5.

Instrument cases and relay houses to be installed on the territory of the former Southern Pacific Western Lines will be wired by employees at a consolidated signal shop or signal employees on the seniority district where the cases or houses are to be installed.

SECTION 6.

(a) The New York Dock employee protective conditions, which is attached hereto as Attachment "C", will be applicable to this transaction. There will be no duplication of benefits by an employee under this agreement and any other agreements or protective arrangements.

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

- (1) Not later than the twenty fifth day of the month following the month for which benefits are claimed, each "dismissed" employee will provide the Carrier with the following information for the month in which he/she is entitled to benefits:
 - a. the day(s) claimed by such employee under any unemployment act, and
 - b. the day(s) each employee worked in other employment, the name(s) and addresses of the employer(s), and the gross earnings made by the employee in such other employment.
- (2) If a dismissed employee has nothing to report under this Section account not being entitled to benefits under any unemployment insurance and having no earnings from other employment, such employee will submit, within the time period provided for in Section 5(B)(1), the appropriate form stating "Nothing to Report." The claim is to be submitted to:

Supervisor, Protection Management
1416 Dodge Street, Room 335
Omaha, Nebraska, 68179
- (3) The failure of any dismissed (furloughed) employee to provide the information required in this Section will result in the withholding of all protective benefits for the month in question pending receipt of such information for the employee.
- (4) Any "displaced" employees will file an initial claim with the Supervisor Protection Management at the address set forth in Section 2 above. If an employee is determined to be eligible for displacement allowances, the employee will be paid a differential allowance for each month in which he/she is entitled. Such employee need not file any additional forms unless he/she becomes furloughed. In such event, the employee will be subject to the requirements of a dismissed employee as set forth above.

SECTION 7.

To the extent this agreement may conflict with provisions of any schedule agreement between the parties signatory hereto or any other agreement entered into previous to the date of this agreement, the provisions of this agreement will prevail. Except as specifically provided herein, the Sedalia shop will be subject to the provisions

of the collective bargaining agreement between UPRR(Missouri Pacific) and BRS, and the Roseville Shop will be subject to the provisions of the collective bargaining agreement between SPRR and BRS.

SECTION 8.

This agreement will constitute the required agreement as provided in Article I Section 4 of the New York Dock employee protective conditions. Any claims or disputes arising from the application of this Agreement or the protective conditions referred to in Section 5 will be handled directly between the General Chairman and Director of Labor Relations.

This agreement will become effective on the 1st day of February 1997.

Signed in Omaha, Nebraska, this 1st day of February 1997.

FOR THE ORGANIZATION:

FOR THE CARRIER:

(Signatures not reproduced)

February 1, 1997

L/R File: NYD-209
NYD-207

Mr. E. J. Anousakes
General Chairman, BRS
6621 Stonehedge Road
North Little Rock, AR. 72117

Mr. G. E. Jones
General Chairman, BRS
P O Box 610
Spanish Fork, UT. 84660

Mr. T. R. Macken
General Chairman, BRS
185 Morey Ave.
Sacramento, CA. 95838

Mr. P. R. Singletary
General Chairman, BRS
P O Box 70
Clyman, WI. 53016

Gentlemen:

This is to confirm our discussions of Section 2(e) of the Implementing Agreement dated February 1, 1997, covering notice dated October 18, 1996, and January 13, 1997, pertaining to the creation of system signal shops at Sedalia, Missouri, and Roseville, California.

Section 2(e) of the agreement provides that vacancies within those shops would be bulletined to the system roster. It further provides that an employee may displace into these shops based upon their system seniority. It was agreed that an employee is not required to exercise seniority into these shops and will not be forced onto vacancies in a shop that may not be filled through the bulletining process. An employee working in a shop also will not be required to accept recall to his original seniority division.

It further was agreed that an employee may furlough himself rather than exercise seniority into a shop. If the employee elects to do so, it will be a voluntary move, and the employee will be treated accordingly with respect to any protective agreement that may be applicable.

SIDE LETTER #1

If the foregoing correctly sets forth the understandings reached in conference, please sign in the spaces provided below.

Yours truly,

W. E. Naro
Director Labor Relations
Maintenance of Way & Signal

AGREED:

/s/ Phillip R. Singletary
General Chairman, BRS

/s/ G. E. Jones
General Chairman, BRS

/s/ T. R. Macken
General Chairman, BRS

/s/ E. J. Anousakes
General Chairman, BRS

APPROVED:

/s/ V. Van Artsdalen
Vice President, BRS

SIDE LETTER #2

February 1, 1997

L/R File: NYD-209

Mr. E. J. Anousakes
General Chairman, BRS
6621 Stonehedge Road
North Little Rock, Arkansas, 72117

Mr. T. R. Macken
General Chairman, BRS
185 Morey Ave.
Sacramento, CA. 95838

Gentlemen:

This is to confirm our discussions of the Implementing Agreement dated February 1, 1997, providing for the establishment of system shops at Sedalia, Missouri, and Roseville, California, and the impact of that agreement on the Implementing Agreement dated November 16, 1993, providing for the consolidation of the Pocatello Shop with the Sedalia Shop.

During those discussions, it was agreed that except as provided below the Implementing Agreement of November 16, 1993, is abrogated. Union Pacific employees who originally transferred from Pocatello to Sedalia will retain their seniority dates on Seniority Roster 5100.

It also was agreed that in the application of Section 2(d)(2) of the Implementing Agreement dated February 1, 1997, Union Pacific employees in the Sedalia Shop with an asterisk would be subject to displacement by any senior Union Pacific employee on the system roster.

If further was agreed that Side Letter No. 5 of the Implementing Agreement dated November 16, 1993, will remain in effect.

AGREED;

/s/ E. J. Anousakes
General Chairman, BRS

/s/ T. R. Macken
General Chairman, BRS

APPROVED:

/s/ V. Van Artsdalen
Vice President, BRS

Yours truly,

/s/ W. E. Naro
W. E. Naro
Director Labor Relations
Maintenance of Way & Signal

MEMORANDUM OF AGREEMENT
BETWEEN
SP RAIL CORPORATION
AND ITS EMPLOYEES REPRESENTED BY THE
BROTHERHOOD OF RAILROAD SIGNALMEN

* * * * *

This agreement is made by and between employees represented by the Brotherhood of Railroad Signalmen and Southern Pacific Rail Corp. in connection with the agreement signed October 7, 1994.

Whereas Southern Pacific may require protected employees to relocate on the system, and

Whereas it is the desire of the parties to provide protective benefits to protected employees required to relocate,

IT IS AGREED:

ARTICLE I. Protected Employees

Section 1.

Employees with a seniority date in any class on or before June 4, 1981 shall be deemed protected employees.

Section 2.

Protected employees covered by the agreement may not be furloughed, except in case of emergency.

ARTICLE II. Relocation

Section 1.

In the event a protected employee's position is abolished, such employee may be required to move to the nearest location or district on the system where work is available in order to maintain protection.

Section 2.

(a) If the protected employee is unable to exercise seniority within his/her seniority district, the Carrier will offer protected employees on that seniority district in seniority order the following options:

- (1) Relocate to another position on the system;
- (2) Resign and accept a separation allowance; or
- (3) Elect furlough non-protected status, subject to recall.

(b) If none of the protected employees volunteer for any of the options, the junior protected employee on the district must elect one of the foregoing options in Section 2(a).

(c) Protected employees shall not be required to relocate off their home seniority district if non-protected employees are working on that district.

ARTICLE III. Benefit Options

Section 1.

(a) The separation allowance for protected employees shall be calculated at 360 days at the employees' daily rate, less twelve (12) months of union dues.

(b) Such lump sum may be spread out in equal payments for up to 24 months. Medical benefits may be continued under this option at the employee's expense.

(c) The employee must sign the attached resignation and release form in order to receive the separation allowance.

Section 2.

(a) Relocation benefits for employees required to permanently relocate shall be:

- (1) Five (5) days' pay at the rate of position last held by the employee in which to move, \$800.00 transfer allowance, expenses necessary to move the employee and his immediate family's household goods, and transportation for the employee and his/her immediate family to the new location. If the employee is transferring by personal automobile(s), he/she should be allowed the Company authorized rate per mile.
- (2) In lieu of all benefits in (1) above, accept lump sum amount of \$10,000 gross.

(b) If the relocation is temporary (six (6) months or less as defined by the current agreement), the employee shall be entitled to receive per them or expenses. The employee shall elect between the two and notify his/her supervisor of such election prior to relocating. The election cannot be changed once made. The employee will be provided transportation to the temporary position and return transportation at the expiration of the temporary position. If the employee elects to use a personal automobile, he/she shall be reimbursed for highway mileage via the shortest route practicable to the temporary vacancy and return at the expiration of the vacancy.

Section 3.

(a) A protected employee who has been permanently relocated under this agreement may only return to home seniority district as the successful applicant and for an advertised vacancy.

(b) The employee shall not be entitled to relocation benefits when voluntarily returned to home district.

Section 4.

A protected employee required to relocate to another seniority district under this agreement, and is unable in the exercise of his/her seniority to obtain a position with a rate of pay equal to or higher than his/her current rate, shall be protected at the rate of the position he/she vacated on the former seniority district.

If the employee voluntarily exercises his/her seniority to a position with a lower rate of pay, such rate protection provided in this Section 4 shall cease.

ARTICLE IV. Seniority

Section 1.

(a) Protected employees required to relocate shall be dovetailed on the seniority roster at the new location behind the junior protected employee and ahead of all non-protected employees, with a seniority date of June 4, 1981.

(b) If more than one employee is required to relocate to the same roster, they will be placed on the roster pursuant to Section 1(a) and receive an alpha designation, commencing with "A", based on the respective employee's earliest date.

Example:

If three employees were required to move to the same roster with signalmen's seniority dates, as follows:

Employee 1 9-1-64
Employee 2 9-2-65
Employee 3 9-3-66

such employees would be placed on the new roster with a date as indicated, as follows:

Employee 1 6-4-81 - A
Employee 2 6-4-81 - B
Employee 3 6-4-81 - C

Section 2.

If more than one employee is required to relocate and more than one location is involved where a position is available, the senior employee shall have the choice of locations.

Section 3.

Protected employees required to relocate and who are dovetailed on a new seniority roster will continue to apply their earliest seniority date for vacation and other benefits based on length of service.

Section 4.

A protected employee transferring to a new seniority district may within ten (10) days exercise his/her seniority and displace any non-protected employee working on a new district. If the employee fails to exercise such displacement within the ten (10) day period, the employee shall be assigned to a vacant position on a district.

ARTICLE V. Duration of This Agreement

Section 1.

This agreement shall remain in effect until changed pursuant to Section 6 of the Railway Labor Act.

Section 2.

The parties to this agreement shall not serve nor progress prior to January 1, 1997 (not to become effective before January 1, 1998) any notice or proposal for changing any matter contained in this Memorandum of Agreement.

Section 3.

If the Organization elects to open wage negotiation pursuant to Section 7, Section (c) of the agreement, the Company may serve a notice pursuant to Section 6 of the Railway Labor Act to change the provisions of this Memorandum of Agreement.

This Memorandum of Agreement, signed at San Francisco, California on October 7, 1994, shall become effective on October 7, 1994, and supersedes any other agreement with which it conflicts.

FOR THE ORGANIZATION:

FOR THE COMPANY:

General Chairman, BRS

Director Labor Relations

Senior Vice Chairman, BRS

Chief Administrative Officer

Approved:

Vice President, BRS

Signatures not reproduced.

SOUTHERN PACIFIC LINES

Labor Relations Department - One Market Plaza
Room 304 - San Francisco, California 94105 - Fax 415-541-1087

October 7, 1994

DIRECTOR
D. A. PORTER
(415) 541-2613

GEN 147-13-BRS

Side Letter No. A

Mr. G. E. Jones, General Chairman
Brotherhood of Railroad Signalmen
P. O. Box 610
Spanish Fork, Utah 84660

Dear Mr. Jones:

This will confirm our understanding that if the protected date of June 4, 1981 is changed through national bargaining, such new date shall become the protected date for purpose of the Memorandum of Agreement signed October 7, 1994.

If you concur with the foregoing, please sign in the space provided below.

Sincerely,

/s/ D. A. Porter
Director - Labor Relations

CONCUR:

Signatures not reproduced

SOUTHERN PACIFIC LINES

Labor Relations Department - One Market Plaza
Room 304 - San Francisco, California 94105 - Fax 415-541-1087

October 7, 1994

DIRECTOR
D. A. PORTER
(415) 541-2613

GEN 147-13-BRS

Side Letter No. B

Mr. G. E. Jones, General Chairman
Brotherhood of Railroad Signalmen
P. O. Box 610
Spanish Fork, Utah 84660

Dear Mr. Jones:

It is agreed that the notice of job abolishment for a protected employee shall be fourteen (14) calendar days. Such notice shall be provided to the General Chairman and the District Chairman.

If you concur with the foregoing, please sign in the space provided below.

Sincerely,

/s/D. A. Porter
Director - Labor Relations

CONCUR:
General Chairman, BRS
(Signatures not reproduced)

SOUTHERN PACIFIC LINES

Labor Relations Department - One Market Plaza
Room 304 - San Francisco, California 94105 - Fax 415-541-1087

October 7, 1994

DIRECTOR
D. A. PORTER
(415) 541-2613

GEN 147-13-BRS

Side Letter No. C

Mr. G. E. Jones, General Chairman
Brotherhood of Railroad Signalmen
P. O. Box 610
Spanish Fork, Utah 84660

Dear Mr. Jones:

In connection with Section 2(a), Article 11 - Relocation, of the Memorandum of Agreement of October 7, 1994.

It is agreed that in the event Carrier requires protected employees from any "prior rights" district to relocate under conditions contained in this agreement, the options described in Articles II and III will be offered in seniority order as follows:

1. To "prior rights" employees holding seniority on the affected district.
2. All other protected employees holding seniority on the affected district.

In the application of Section 2(a), where options are offered to "prior rights" employees working off of the districts, the total number of options (in any combination thereof), e.g., severance, relocation packages or furlough, shall not exceed the number of positions eliminated on the district.

If you concur with the foregoing, please sign in the space provided below.

Sincerely,

/s/D. A. Porter
Director - Labor Relations

CONCUR:
General Chairman, BRS
(Signatures not reproduced)

APPLICATION FOR VOLUNTARY FURLOUGH STATUS,
SEPARATION ALLOWANCE AND VOLUNTARY
RESIGNATION AND RELEASE

(Hereinafter "Resignation and Release")

1. Southern Pacific Lines has offered, and I elected, to be voluntarily assigned to furloughed status, and receive a monthly separation allowance of \$_____ for a period of _____ months [not to exceed 24 months], which is the equivalent of 360 days pay at the rate of my current assignment.

During the time I am receiving the monthly separation allowance specified above, I understand that I shall not exercise any seniority rights, but understand that I am subject to recall in accordance with the applicable rules of the current BRS Rules Agreement. If I am recalled and return to service, the monthly separation allowance will cease. In the event I decline to return to service or in the event of my death or desire to terminate the monthly separation allowance payments prior to completing the designated term, a payment for the balance of the allowance will be due. I understand that I shall not be entitled to any other protective benefits except as contained in this Resignation and Release. I further understand that I will receive health and welfare coverage for a period of time equal to the duration of the monthly separation allowance payments, and that the Company will cover the cost of said health and welfare benefits to the same extent applied to active BRS employees.

The Railroad shall withhold and make payments to the Railroad Retirement Board, and tax authorities, in the same manner as employees in active service, including employer payments to the full extent required or permitted by law. I UNDERSTAND THAT IT IS FOR THE RAILROAD RETIREMENT BOARD ALONE TO DETERMINE WHETHER I WILL RECEIVE CREDITED SERVICE FOR THIS PERIOD AND RAILROAD HAS MADE NO REPRESENTATIVES OR PROMISES TO ME ON THE QUESTION OF WHETHER OR NOT THE RAILROAD RETIREMENT BOARD WILL RULE THIS PERIOD IS CREDITED SERVICE.

Upon expiration of these monthly payments, I hereby agree that my resignation from service of the Company and forfeiture of all seniority employment rights shall become effective. In addition to the monthly allowance, it is understood I will receive payment for wages earned but not yet paid and for any vacation earned and not taken. It has been fully and completely explained to me that this action need not be taken by me, and no coercion or undue influence has been exerted to obtain this voluntary resignation. No promises or inducements other than those set forth in this release have been made to me to secure my signature on this document.

2. I further understand and agree, in consideration of the monthly separation allowances I will receive, I hereby release and discharge Southern Pacific Transportation Company, Southern Pacific Rail Corporation, Denver & Rio Grande Western Railroad Company, St. Louis Southwestern Railway Company and SPCSL Corporation, their affiliated corporations, their predecessors, successors and assigns,

and these companies' directors, officers, employees, stockholders, agents servants, attorneys, and their successors and assigns (hereinafter referred to individually and collectively as the "Company"), past and present, for any and all liabilities, causes of action, claims, actions, or rights, known or unknown, arising from my employment or from my separation from employment with the Company, which I, my heirs or assigns, might otherwise claim or assert. I also hereby resign and relinquish all of my employment rights and privileges with the Company and all companies affiliated with it, including, but not limited to, any and all seniority and employment rights in any scheduled employee craft or class which I may have accumulated under any applicable collective bargaining agreement.

3. Without limiting the generality of the foregoing, I specifically waive and release the Company from any and all claims of any kind which I could have or might have arising from or under federal, state, or municipal laws pertaining to age, sex, race, religion, veteran status, job protection, merger or other protective agreement or rearrangement, national origin, and handicap or other discrimination of any type, or under the Federal Employers Liability Act.

4. I knowingly waive the requirement of California Civil Code Section 1542, which reads as follows:

"A general release does not extend to claims which the creditor does not known or suspect to exist in its favor at the time of executing the Release, which, if known by him, must have materially affected his settlement with the debtor."

Notwithstanding the provisions of Section 1542 and of any other laws of similar scope and effect, and for the purpose of implementing a full and complete release of claims, I expressly acknowledge that this application and Resignation and Release is intended to include in its effect, without limitation, all claims which I do not known or suspect to exist in my favor at the time of execution of this Resignation and Release.

5. I acknowledge that the only representations, promises or inducements that have been made to me to secure my signature on this document and the only consideration I will receive for signing this Resignation and Release are as appear in this document and in the Protective Agreement. I understand that this Resignation and Release is to have a broad effect and is intended to settle all claims or disputes, without limitation of any kind or nature, source or basis, whether known or unknown, relating to my employment with the Company and my separation from employment. I hereby covenant not to file a lawsuit to assert any such claims. In the event that I file any lawsuit against the Company arising out of any separation and resignation from employment after the date this Resignation and Release is executed, I will immediately return the gross sum equal to any and all monthly separation allowances I have received as a condition of maintaining any such suit.

6. If any portion or aspect of any promise, covenant, or understanding contained in this Resignation and Release is or shall become invalid or unenforceable by operation of law, such unenforceability shall not in any way limit or otherwise affect the validity and enforceability of any other promise, covenant, or understanding, or any aspect thereof, in this Resignation and Release which would otherwise be valid and enforceable by itself.

7. I hereby acknowledge that my monthly separation allowance is subject to deductions for any applicable federal and state taxes, and lawful garnishments, if any. I understand that as required by law the Company applies 20% federal, state tax where applicable, and appropriate railroad retirement withholdings from lump sum separations.

8. I acknowledge that my giving of this Resignation and Release is voluntary, that no coercion or undue influence has been exerted to obtain this Resignation and Release, that I have had sufficient time to consider execution of this Resignation and Release, and that I have received and reviewed a copy of this Resignation and Release prior to executing it. I further agree that this Resignation and Release shall not be subsequently revoked, rescinded, or withdrawn, and I acknowledge that the Company has no duty or obligation to hire or employ me in any capacity in the future and I covenant not to apply for employment with the Company in the future.

I have carefully read and understood all of the foregoing, and agree to all of the provisions contained in this Resignation and Release. I acknowledge voluntary executing this Resignation and Release with full knowledge of the rights I may be waiving.

Executed at _____ on _____.

(Witness) (Date)

(Witness) (Signature)

Print Name (SSA No.)

Address (EAN)

City, State, Zip Code

APPLICATION FOR SEVERANCE BENEFITS AND
VOLUNTARY RESIGNATION AND RELEASE
(Hereinafter "Resignation and Release")

1. Southern Pacific Lines has offered, and I accept, separation allowance in the sum of \$ _____, less deductions required by law or authorized by me.

In consideration of the separation allowance that I will receive, and of the additional provisions contained herein, I hereby release and discharge Southern Pacific Transportation Company, Southern Pacific Rail Corporation, Denver & Rio Grande Western Railroad Company, St. Louis Southwestern Railway Company and SPCSL Corporation, their affiliated corporations, their predecessors, successors and assigns, and these companies' directors, officers, employees, stockholders, agents, servants, attorneys, and their successors and assigns (hereinafter referred to individually and collectively as the "Company"), past and present, for any and all liabilities, causes of action, claims, actions, or rights, known or unknown, arising from my employment or from my separation from employment with the Company, which I, my heirs or assigns, might otherwise claim or assert. I also hereby resign and relinquish all of my employment rights and privileges with the Company and all companies affiliated with it, including, but not limited to, any and all seniority and employment rights in any scheduled employee craft or class which I may have accumulated under any applicable collective bargaining agreement.

2. In addition to the above amount, it is understood I will receive payment for wages earned, but not yet paid, and for any vacation earned and not taken.

3. Without limiting the generality of the foregoing, I specifically waive and release the Company from any and all claims of any kind which I could have or might have arising from or under federal, state, or municipal laws pertaining to age, sex, race, religion, veteran status, job protection, merger or other protective agreement or arrangement, national origin, and handicap or other discrimination of any type, or under the Federal Employers Liability Act.

4. I knowingly waive the requirement of California Civil Code Section 1542, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in its favor at the time of executing the Release, which, if known by him, must have materially affected his settlement with the debtor."

Notwithstanding the provisions of Section 1542 and of any other laws of similar scope and effect, and for the purpose of implementing a full and complete release of claims, I expressly acknowledge that this application and Resignation and Release is intended to include in its effect, without limitation, all claims which I do not know or suspect to exist in my favor at the time of execution of this Resignation and Release.

5. I acknowledge that the only representations, promises or inducements that have been made to me to secure my signature on this document and the only consideration I will

receive for signing this Resignation and Release are as appear in this document and in the Protective Agreement. I understand that this Resignation and Release is to have a broad effect and is intended to settle all claims or disputes, without limitation of any kind or nature, source or basis, whether known or unknown, relating to my employment with the Company and my separation from employment. I hereby covenant not to file a lawsuit to assert any such claims. In the event that I file any lawsuit against the Company arising out of any separation and resignation from employment after the date this Resignation and Release is executed, I will immediately return the sum of \$ _____ as a condition of maintaining any such suit.

6. If any portion or aspect of any promise, covenant, or understanding contained in this Resignation and Release is or shall become invalid or unenforceable by operation of law, such unenforceability shall not in any way limit or otherwise affect the validity and enforceability of any other promise, covenant, or understanding, or any aspect thereof, in this Resignation and Release which would otherwise be valid and enforceable by itself.

7. I hereby acknowledge that my separation allowance is subject to deductions for any applicable federal and state taxes, and lawful garnishments, if any. I understand that as required by law the Company applies 20% federal state tax where applicable and appropriate railroad retirement withholdings from lump sum separations.

8. I acknowledge that my giving of this Resignation and Release is voluntary, that no coercion or undue influence has been exerted to obtain this Resignation and Release, that I have had sufficient time to consider execution of this Resignation and Release, and that I have received and reviewed a copy of this Resignation and Release prior to executing it. I further agree that this Resignation and Release shall not be subsequently revoked, rescinded, or withdrawn, and I acknowledge that this Company has no duty or obligation to hire me in the future and I covenant not to apply for employment with the Company in the future.

I have carefully read and understood all of the foregoing, and agree to all of the provisions contained in this Resignation and Release. I acknowledge voluntarily executing this Resignation and Release with full knowledge of the rights I may be waiving.

Executed at _____ on _____.

(Witness) (Date)

(Witness) (Signature)

Print Name(SSA No.)

Address (EAN)

City, State, Zip Code

**AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF RAILROAD SIGNALMEN**

UP SHARES

Consistent with all applicable laws, the Carrier will offer to all eligible employees covered by this Agreement, the opportunity to participate in the ownership of Union Pacific Corporation through a one-time stock option program called "UP Shares." This opportunity is subject to the following conditions:

1. "UP Shares" is a voluntary program and employee participation is optional.
2. Rules and regulations governing this program are set forth in a brochure which will be available to the employees. The Carrier will also make available questions and answers concerning "UP Shares" to the employees.
3. An eligible employee is defined as an employee in active service on April 30, 1998. Active service is defined as performing service or being eligible to perform service for the Carrier. Employees who are out of service for any reason (dismissal, leave of absence, etc.) and therefore ineligible to perform service on April 30, 1998, will be treated as active employees and eligible to participate in the "UP Shares" program if they return to active service prior to the date the option vests and are in active service on the date the option vests.

This Agreement shall be changed only by the mutual consent of the parties and is not subject to provisions of either Section 3 or Section 6 of the Railway Labor Act.

This Agreement is effective April 30, 1998.

Signed this 13th day of May, 1998.

FOR: THE BROTHERHOOD OF
RAILROAD SIGNALMEN

FOR: THE UNION PACIFIC
RAILROAD COMPANY

(Signatures not reproduced)

**AGREEMENT
Between The
Union Pacific Railroad Company
And The
BROTHERHOOD OF RAILROAD SIGNALMEN**

401 (k) RETIREMENT THRIFT PLAN

- (1) Consistent with all applicable laws, the Carrier will offer to eligible employees covered by this Agreement a 401(k) Retirement Plan subject to the following conditions:
 - (a) The Plan will be the existing Union Pacific Employee 401(k) Retirement Thrift Plan which was effective July 1, 1990.
 - (b) Employee participation in the Plan is voluntary.
 - (c) Employees may contribute to the Plan by use of payroll deduction.
 - (d) The Plan is non-contributory on the Carrier's part but the Carrier will pay the administrative costs of the Plan.
 - (e) An eligible employee is defined as an employee in active service with one (1) year or more of continuous service with the Carrier.
- (2) This Agreement is effective January 1, 1993.
- (3) This Agreement may be changed only by the mutual consent of the parties.

Signed this 5th day of August, 1992.

FOR: THE BROTHERHOOD OF
RAILROAD SIGNALMEN

FOR: THE UNION PACIFIC
RAILROAD COMPANY

(Signatures not reproduced)

AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY
SOUTHERN PACIFIC TRANSPORTATION COMPANY
and the
BROTHERHOOD OF RAILROAD SIGNALMEN

401(k) RETIREMENT THRIFT PLAN

- (1) Consistent with all applicable laws, the Carrier will offer to eligible employees covered by this Agreement a 401(k) Retirement Thrift Plan subject to the following conditions:
 - (a) The plan will be the Union Pacific Employee 401(k) Retirement Thrift Plan, as modified, which was effective July 1, 1990.
 - (b) Employee participation, in the Plan is voluntary.
 - (c) Employees may contribute to the Plan by use of payroll deduction only. Lump sum payments cannot be contributed to the Plan.
 - (d) The Plan is non-contributory on the Carriers part but the Carrier will pay the administrative costs of the Plan.
 - (e) An eligible employee is defined as an employee in active service after one (1) year or more of continuous service with the Carrier.
- (2) The Southern Pacific Savings Plan amended and restated April 1, 1994, will be terminated and merged into the existing Union Pacific Employee 401(k) Retirement Thrift Plan.
- (3) This Agreement is effective January 1, 1998.
- (4) This Agreement may be changed only by the mutual consent of the parties.
- (5) Signed the 15th day of September, 1997.

FOR THE ORGANIZATION:

/s/G. E. Jones
General Chairman, BRS

FOR UNION PACIFIC RAILROAD
COMPANY AND SOUTHERN
PACIFIC TRANSPORTATION
COMPANY:

/s/W. E. Naro
Director Labor Relations

IMPLEMENTING AGREEMENT
Between the
UNION PACIFIC SYSTEM
(hereinafter referred to as the Carrier)

and the Employees represented by
BROTHERHOOD OF RAILROAD SIGNALMEN
(hereinafter referred to as the Organization)

WHEREAS, this transaction is covered by Interstate Commerce Commission Finance Docket Number 30,000 and selected sub-dockets 1 through 6, involving the merger of Union Pacific Railroad Company (UP), Missouri Pacific Railroad Company (MP) and Western Pacific Railroad Company (WP) effective December 22, 1982.

WHEREAS, the Carrier identified hereinabove has given notice in accordance with Article 1, Section 4 of the Conditions for the protection of employees enunciated in New York Dock Ry. - Control - Brooklyn Eastern District, 360 I.C.C. 60 (1979), hereinafter referred to as "New York Dock Conditions", of its intent that, as a result of the centralization of operations performed in the existing Regional Train Dispatching offices located throughout the Union Pacific System, certain work associated therewith, performed by Signal Department employees in the various Regional Train Dispatching offices throughout Union Pacific System, will also be transferred and consolidated on a progressive basis into the new Centralized Dispatching Center to be located in Omaha, Nebraska, and

WHEREAS, the parties have conferred and it is now therefore agreed:

Section 1. There is hereby established a seniority classification entitled System Centralized Dispatching Center Electronic Technician (CDCET) under the Scope of the Schedule Agreement between the Union Pacific Railroad and the Brotherhood of Railroad Signalmen of October 1, 1986, and as amended in Attachment "A" hereof.

Section 2. New positions and/or vacancies in the classification of System CDC Electronic Technician shall be advertised to all employees retaining seniority on Signal Department rosters throughout the entire Union Pacific System as training positions in the manner and format specified in Agreement Rule 38 (Attachment "B") of the Schedule Agreement of October 1, 1986. Assignments will be based on ability and seniority (earliest continuous service date in the Signal Department). Ability being sufficient, seniority shall prevail, management to be the judge subject to appeal.

In making assignments to CDC Electronic Technician positions, the first option will be assignment of the senior qualified applicant. If there are no qualified applicants, the second option will be assignment of the senior applicant. However, it is understood that in this situation the applicant will be obligated to qualify under existing agreements, and must make a good-faith effort of qualify. Failing to qualify, the applicant will return

to the roster they came from and, upon return to the roster, will be required to displace the junior employe in the class from which they were originally promoted.

Section 3. Employes currently working on a regular basis in the various Regional Train Dispatching Offices, as outlined in Attachment "C" of this Agreement will retain a prior right to any new System CDCET position in the rank order in which they are listed. Such prior rights employes failing to submit a bid for an advertised System CDCET vacancy will forfeit such prior rights.

Section 4. The successful applicants shall report to the Omaha Centralized Dispatching Center at the time directed by the Carrier and will for sixty (60) days thereafter be considered to be candidates in training for the position of System CDC Electronic Technician. If the former position of the successful applicants are to be filled, such former positions will be bulletined temporary pending the employe's completion of the sixty (60) day training/evaluation period.

If the former position of the successful applicant happens to be one of the twenty-two (22) positions listed for abolishment under Section 6 of this Agreement, such position, if it is to be filled, will be bulletined temporary pending the projected abolishment date. Employes assigned to such temporary positions will not acquire any New York Dock protective benefits, solely as a result of their assignment to such temporary positions.

Such applicants in training will be assigned a tentative seniority date on the System CDC Electronic Technician System Seniority Roster as of the date of the assignment bulletin, subject to successful completion of the sixty (60) day training/evaluation period. The purpose of the sixty (60) day training/evaluation period is to afford the employes an opportunity to train on and evaluate the job of System CDC Electronic Technician and the work environment and to afford the Carrier the opportunity to evaluate the potential of the candidates in training. A training candidate may be disqualified at anytime during the sixty (60) day training/evaluation period. Likewise a training candidate may elect to voluntarily withdraw as a System CDCET candidate at anytime during the sixty (60) day training/evaluation period. In either event, an employe who does not complete the sixty (60) day training/evaluation period will be privileged to return to his former assignment if still in existence or otherwise exercise seniority in line with the terms of the applicable agreement.

Section 5. Upon successfully completing the sixty (60) day training/evaluation period an employe will establish a permanent seniority date on the System CDC Electronic Technician System Seniority Roster as of the date assigned by bulletin to the training position. In the event two or more employes were assigned to training positions by bulletins of the same date the relative rank of such employes shall be determined by showing preference to the employe with the greatest length of continuous service in the Signal Department; and if not so resolved, then the relative ranking shall be decided on the basis of age with preference shown to the oldest employe. Employes establishing such a permanent date will retain and continue to accumulate seniority on the roster

from which promoted. Employees retaining seniority on the System CDC Electronic Technician Seniority Roster are prohibited from exercising displacement rights on any such other roster until first having exhausted their seniority on the System CDC Electronic Technician Roster and after exhausting such seniority such employees will be permitted to exercise seniority back to their original seniority district under the terms of the respective collective bargaining agreements. Employees establishing a seniority date on the System CDC Electronic Technician Roster will be barred from placing a bid on any bulletined assignment advertised outside of the CDC for a period of twelve months from the date their seniority date becomes permanent.

Section 6. The Carrier will provide and bear the traveling expense incurred by the System CDCET trainee in initially reporting to Omaha at the beginning of the training/evaluation period and in finally returning home at the conclusion of the training/evaluation period. The Carrier will also provide and bear the expense for lodging (one man per room) throughout the training/evaluation period. Such lodging facility selected by the Carrier shall be the equivalent of the motel/hotel industry standard of "Triple A" or better. Such training candidates will also be allowed a per diem allowance of \$20.00 per calendar day throughout the training/evaluation period in order to cover the cost of meals, laundry and other miscellaneous expenses. Employees in training who reside in close proximity to the Omaha metropolitan area will not be entitled to such per diem allowances. Such employees in training will also be entitled to reimbursement for travel expense incurred for one round trip home during the training/evaluation period, not to exceed the cost of coach class airfare.

Section 7. On and after the effective date of this Agreement, certain work and functions presently being performed by Signal Department employees associated with the various Regional Dispatching offices throughout the Union Pacific System will be transferred and consolidated into the new Centralized Dispatching Center at Omaha, Nebraska, on a progressive basis and the following positions at the locations indicated may be abolished on a progressive basis as well at the approximate time indicated:

<u>POSITION</u>	<u>LOCATION</u>	<u>APPROXIMATE DATE</u>
4 - Gen CTC Mtrs	Albina, OR	4-1-89
4 - Gen CTC Mtrs	Salt Lake City, UT	6-1-89
4 - Gen CTC Mtrs	Cheyenne, WY	8-1-89
6 - Gen CTC Mtrs	No. Platte, NE	11-1-89
1 - Gen CTC Mtrs	Kansas City, KS	1-1-90
1 - Electronic Tech	Spring, TX	7-1-90
2 - Gen CTC Mtrs	Sacramento, CA	9-1-90

22 Total

Section 8.

(a) The employee protective benefits and conditions as set forth in the New York Dock Conditions, attached hereto as Attachment "D" shall be applicable to this

transaction. There shall be no duplication of benefits receivable by an employe under the Agreement and any other agreement or protective arrangement.

(b) Any employe determined to be a "displaced" or "dismissed" employe as a result of this transaction, who is otherwise eligible for protective benefits and conditions under some other job security agreement, conditions or arrangements shall elect in writing within sixty (60) days of being affected between the protective benefits and conditions of this Agreement and the protective benefits and conditions under such other arrangement (written notification is to be given Manager Protection Administrator, Omaha, with copy of such election to the General Chairman). Should any employe fail to make an election of benefits during the period set forth in this Paragraph (b), such employe shall be considered as electing the protective benefits and conditions of this Agreement.

(c) Each dismissed employe shall provide the Carrier's designated Manager with the following information for the preceding month in which he is entitled to benefits no later than the tenth (10th) day of each subsequent month on a standard form provided by the Carrier:

(1) The day(s) claimed by such employe under any unemployment insurance act.

(2) The day(s) claimed by such employe worked in other employment, the name(s) and address(s) of the employer and the gross earnings made by the dismissed employe in such other employment.

(3) The days for which the employe was not available for service due to illness, injury or other reasons for which the employe could not perform service and the employe received sickness benefits.

(d) In the event a "dismissed employe" is entitled to unemployment benefits under applicable law but forfeits such unemployment benefits under any such unemployment insurance law because of failure to file for such unemployment benefits (unless prevented from doing so by sickness or other valid causes), for purposes of the application of Subsection (c) of Article I, Section 6, of New York Dock Conditions, he shall be considered the same as if he had filed for, and received, such unemployment benefits.

(e) If the "dismissed employe" referred to herein has nothing to report account not being entitled to benefits under any unemployment insurance law and having no earnings from any other employment, such employe shall submit, within the time period provided for in Paragraph (c), the form annotated "Nothing to Report".

(f) The failure of any employe to provide the information as required in Paragraph (c) shall result in the withholding of all protective benefits during the month covered by such information pending receipt by the designated Manager of the Carrier.

No claim for protective benefits shall be honored beyond sixty (60) days from the time specified in Paragraph (c) of this Section 8.

Section 9. MOVING EXPENSES - The moving expenses provided for in this Agreement shall be those provided in Article I, Section 9, of the New York Dock conditions appended hereto as Attachment "D". In lieu thereof, however, employees who are required to transfer to a new point of employment which requires them to move their residence may elect the benefits provided for in Article VIII of the National BRS Agreement of November 16, 1971 (as amended by Article XII of the National BRS Agreement of January 8, 1982) which makes reference to the similar benefits provided for in Section 10 (see Attachment "E") of the so-called 5th of May, 1936 except that such employees opting for this benefit shall be granted five (5) working days instead of "two working days" provided in Section 10(a) of said Agreement; and in addition to such benefits the employee shall receive a transfer allowance of \$400.00.

Section 10. LOSSES FROM HOME REMOVAL

(a) The benefits for losses from home removal provided for in this Agreement shall be those provided in Article 1, Section 12 of the New York Dock Conditions appended hereto as Attachment "D". In lieu thereof, however, employees who are required to transfer to a new point of employment which requires them to move their residence may elect the benefits provided for in Article VM of the National BRS Agreement of November 16, 1971 (as amended by Article XII of the National BRS Agreement of January 8, 1982) which makes reference to the similar benefits provided for in Section 11 of the so-called Washington Job Protection Agreement of May, 1936 (see Attachment "E").

Section 11. As a matter of policy on the part of Union Pacific and without any future precedent value, those employees who may be entitled to the protective benefits set forth above in Sections 9 and 10 as a result of this transaction may at their option elect to accept, in lieu of any and all benefits specified under Sections 9 and 10 above, the lump sum payments listed below:

Non Home Owner \$6,000

Home Owner \$13,000

Section 12. As an incentive for CDC Electronic Technician to establish seniority and remain working at the Centralized Dispatching Center, the following onetime incentive payments will apply:

(1) \$1,000.00 payment upon establishing a seniority date on the System CDC Electronic Technician Roster.

(2) \$1,000.00 payment upon completion of twelve (12) months of continuous service at the Centralized Dispatching Center as a CDCET.

(3) \$1,000.00 payment upon completion of twenty-four (24) months of continuous service at the Centralized Dispatching Center as a CDCET.

Section 13. Employees establishing seniority on the System CDC Electronic Technician's System Roster under the Schedule Agreement of October 1, 1986, who previously had not established any seniority under such Schedule Agreement will be credited with continuous prior service under such other existing agreements between the Union Pacific Railroad and the BRS, formerly applicable to them for purposes of vacation, personal leave days and other service-related benefits.

Section 14. To the extent this Agreement may conflict with provisions of the Schedule Agreements between the Union Pacific Railroad and the Brotherhood of Railroad Signalmen or any other Agreement entered into previous to the date of this Agreement, the provisions of this Agreement shall prevail.

Section 15.

(a) This Agreement, with all attachments referred to herein, shall constitute the required Agreement as stipulated in Article 1, Section 4, New York Dock Conditions.

(b) Any dispute arising out of this Implementing Agreement and Letters of Agreement and/or Understandings will be handled by the appropriate General Chairman with the highest Labor Relations Officer designated to receive such claims and grievances.

(c) The provisions of this Implementing Agreement have been designed to address a particular situation. Therefore, the provisions of this Implementing Agreement and the attached Letters of Agreement and/or Understanding are without precedent or prejudice to the position of either party and will not be referred to in any other case.

(d) For convenience, all references to gender in this Agreement are made in the masculine gender. It is understood and agreed by the parties to this Agreement that references to the masculine gender include both the masculine gender and the feminine gender.

The effective date of this Agreement is November 1, 1988.

Signed at Omaha, Nebraska this 22nd day of September, 1988.

(Signatures not reproduced)

ATTACHMENT"A"

File: 013-100-D2

MEMORANDUM AGREEMENT

Between the

UNION PACIFIC RAILROAD COMPANY

(hereinafter referred to as the Carrier)

and its employes represented by the

BROTHERHOOD OF RAILROAD SIGNALMEN

(hereinafter referred to as the Organization)

WHEREAS, the parties now desire to establish a separate seniority classification of System Centralized Dispatching Center Electronic Technician (CDCET) under the Scope of the Schedule Agreement of October 1, 1986, between the Union Pacific Railroad Company and the Brotherhood of Railroad Signalmen.

IT IS AGREED:

Section 1: Rule 2 of the Schedule Agreement referred to above is hereby amended to include the following:

SYSTEM CDC ELECTRONIC TECHNICIAN - An employe headquartered at the Centralized Dispatching Center assigned to install and maintain signal control systems. The employe may be assigned to direct others at various locations over the entire Union Pacific System in analyzing locating and pinpointing signal facility problems at field locations and to direct, advise and assist field forces on the prompt restoration of signal facilities and systems.

Such employes must be proficient in the use and understanding of electronic signal equipment and basic signal systems; must be able to use and understand diagnostic and other test equipment; must be proficient in reading signal circuit plans and schematic electronic diagrams; must be proficient in electronics, including digital electronics; must possess an FCC General Class Radio Telephone License or its equivalent; and, must have general knowledge of computers with the ability to use and work from a computer terminal.

Section 2. Rule 19 of the aforementioned Schedule Agreement is hereby amended to include the following under Class I positions:

Section 3. Rule 20 of the aforementioned Schedule Agreement referred to above is hereby amended to include the following:

10 - SYSTEM CDC ELECTRONIC TECHNICIAN ROSTER
(OMAHA-CENTRALIZED DISPATCHING CENTER)

NOTE: Signal employes working under the Scope of the respective collective bargaining Agreements between the Carrier and the Brotherhood of Railroad Signalmen throughout the Union Pacific System may make application for assignment to the position of System CDC Electronic Technician and such employes may establish seniority in such classification subject to the qualification requirements outlined under the Implementing Agreement of September 1, 1988. Employes establishing a seniority date on the System CDC Electronic Technician Roster who are required to change their residence as a result thereof will be entitled to those benefits outlined under Appendix 14 of the Schedule Agreement of October 1, 1986 and may also be entitled to the incentive payments outlined in Section 12 of the Implementing Agreement of November 1, 1988.

Section 4. Rule 6 of the aforementioned Schedule Agreement is hereby modified to include the following language.

"(e) SYSTEM CDC ELECTRONIC TECHNICIAN assigned eight (8) consecutive hours under a shift arrangement will be allowed not to exceed twenty (20) minutes time in which to eat during their eight hour shift without deduction in pay."

Section 5. Agreement Rule 39 of the aforementioned Schedule Agreement is hereby amended to include the following rate of pay:

SYSTEM CDC ELECTRONIC TECHNICIAN - \$16.75 per hour

The hourly rate of pay is applicable to employes assigned to and those in training for the position of System CDC Electronic Technician.

Section 6. This Agreement shall become effective November 1, 1988, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Omaha, Nebraska this 22nd day of September, 1988.

(Signatures not reproduced)

September 22, 1988

G013-100-D2
Side Letter #1

Mr. R. L. Hinckley
General Chairman, BRS
344 Syringa Court
Lewiston, ID 83501

Dear Mr. Hinckley:

This refers to our recent discussion in conference which culminated in an Implementing Agreement in connection with the consolidation of the Regional Dispatching Offices and the establishment of the position of System CDC Electronic Technician.

In reaching an agreement on the rate of pay to be established for such position, the parties took into consideration that employees assigned to the position of System CDC Electronic Technician would be required to spend the necessary time, to make a transfer at the beginning of his shift.

Employees assigned to the position of System CDC Electronic Technician, notwithstanding Agreement Rule 47, recognize the necessity of a transfer period prior to commencing their actual shift. Such employees will report in advance of the assigned starting time to be briefed on the work in process and other work information. No claim for overtime pay will be made for such transfer period not to exceed fifteen (15) minutes.

To formally indicate your concurrence in this understanding, would kindly please affix your signature in the space provided below?

AGREED:

Yours truly,

/s/ R. L. Hinckley
General Chairman, BRS

/s/ J. J. Shannon
Director of Labor Relations

September 22, 1988
013-100-D2
Side Letter #2

Mr. R. L. Hinckley
General Chairman, BRS
344 Syringa Court
Lewiston, ID 83501

Mr. E. J. Anousakes
General Chairman, BRS
6621 Stonehedge Road
North Little Rock, AR 72117

Gentlemen:

This refers to the Implementing Agreement of November 1, 1988 which provides for the consolidation of the Regional Dispatching Offices and the Signal work associated therewith.

This will serve to confirm our understanding that the incumbents of positions that may be abolished as a result of this transaction, as identified in Section 7 of the Implementing Agreement, will not necessarily impair their claim to New York Dock Protective benefits to which they may be entitled, solely by electing either to bid or not bid on a position of System CDC Electronic Technician established in the Central Dispatching Center at Omaha.

Yours truly,

/s/ J.J. Shannon
Director of Labor Relations

AGREED:

/s/ E. J. Anousakes
General Chairman, BRS

/s/ R. L. Hinckley
General Chairman, BRS

October 24, 1990

Mr. R. L. Hinkley
General Chairman, BRS
344 Syringa Ct.
Lewiston, ID 83501

Dear Sir:

As you know, the time demand on the electronic technicians in the CDC are very heavy. Consequently, scheduling of meal periods has become a constant problem. To resolve this problem I suggest that CDC Electronic Technicians be classified as covered by Rule 6 Meal Periods paragraph (d) reading as follows:

AGeneral CDC Maintainers and Retarder Yard Maintainers, paragraphs (g) and (h), respectively, of Rule 2, shall not have assigned meal periods, and the employes assigned thereto will be allowed thirty (30) minutes at the straight time rate for each shift work, or major portion thereof (over four hours), and will eat their mid-shift meal when possible."

If you approve of this arrangement which will have the effect of giving each CDC Electronic Technician an additional thirty minutes' pay per day, please sign in the space provided below, retaining a copy for your files and returning the original to this office. Upon receipt of the signed original, the new pay arrangement will be placed in effect.

It is understood that this agreement may be canceled by either party serving a thirty day written notice termination upon the other.

Very truly yours,

/s/A. C. Hallberg
Director Labor Relations - M/W Signal

ACCEPTED:
/s/ R. L. Hinkley
General Chairman, BRS

December 15, 1992

File: 220-68

Mr. E. J. Anousakes
General Chairman BRS
6621 Stonehedge Rd.
No. Little Rock, AR 72117

Mr. R. L. Hinkley
General Chairman BRS
344 Syringa Ct.
Lewiston, ID 83501

Gentlemen:

As we discussed in Portland, Oregon on November 17 and 18, 1992, the Company is in the process of establishing a repair shop at Council Bluffs, Iowa. It is intended that this shop will, on a phase-in basis (within approximately four years), take over repair of all circuit boards for the system.

We agreed that this repair shop will be made a part of the Centralized Dispatching Center (CDC) seniority district, and will be staffed by Electronic Technicians paid at the Electronic Technician rate of pay which is presently \$15.53 per hour. We also agreed that to the extent that they are applicable, the conditions outlined in the CDC Agreement will apply to establishment of this new shop. Specifically, the travel expense, moving expense (with transfer allowance amended from \$400.00 to \$800.00) real estate and retention incentive payments will all apply.

In addition, it was understood that as new positions are created in this shop, they will be bulletined directly to the system without first having been bulletined to the CDC seniority rosters. Vacancies in existing positions in the shop will be bulletined to the CDC roster prior to being bulletined to the system.

With respect to the qualification provisions contained in the basic CDC Agreement, it was understood that there will only be one 60-day training/evaluation period for an employe moving onto the roster. In other words, an employe who has already been through the 60-day training/evaluation period, moving from the shop to a CDC-ET position will not go through another 60-day training/evaluation. Similarly, it was understood that the 12-month restriction contained in Section 5 of the basic CDC Agreement will not prevent an employe from moving from the shop to a CDC position (or vice versa), and that the 12-month restriction will only apply once starting with the date of assignment to a position on the CDC seniority roster.

Finally, it was also understood that in order to help attract the most qualified applicants, New York Dock type labor protection will be granted to the successful applicant from the field (not off roster 10) to each new position. That is, each will be given a six-year earnings guarantee based on test period earnings.
(Signatures not reproduced)

February 19, 1993

File: 420-025-001

Mr. R. L. Hinckley
General Chairman, BRS
344 Syringa CT.
Lewiston, ID 83501

Dear Sir:

This will confirm our Wednesday, November 18, 1992 conference in Portland, during which we discussed the application of Section 2 of the CDC Agreement.

Section 2 of the Agreement now reads as follows:

"Section 2. New positions and/or vacancies in the classification of System CDC Electronic Technician shall be advertised to all employees retaining seniority on Signal Department rosters throughout the entire Union Pacific System as training positions in the manner and format specified in Agreement Rule 38 (Attachment B) of the Schedule Agreement of October 1, 1986. Assignments will be based on ability and seniority (earliest continuous service date in the Signal Department). Ability being sufficient, seniority shall prevail, management to be the judge subject to appeal. The ability criterion will entail an examination which will consist of fifty (50) questions on a written examination previously agreed upon by the General Chairman and the Chief Engineer-Signals, or their designated representatives. Sample test will be furnished applicants at least thirty (30) days prior to examination. Test will be given in the presence of the Chief Engineer-Signals and the General Chairman, or their designated representatives. The passing grade is established at eighty (80) percent."

In conference it was understood that the test requirements now contained in Section 2 will be eliminated and that the Section will be revised to read as follows:

ASection 2. New positions and/or vacancies in the classification of System CDC Electronic Technician shall be advertised to all employees retaining seniority on Signal Department rosters throughout the entire Union Pacific System as training positions in the manner and format specified in Agreement Rule 38 (Attachment AB≡) of the Schedule Agreement of October 1, 1988. Assignments will be based on ability and seniority (earliest continuous service date in the Signal Department). Ability being sufficient, seniority shall prevail, management to be the judge subject to appeal.

In making assignments to CDC Electronic Technician positions, the first option will be assignment of the senior qualified applicant. If there are no qualified applicants, the second option will be assignment of the senior applicant. However, it is understood that in this situation the applicant will be obligated to qualify under existing agreements, and must make a good faith effort to qualify. Failing to qualify, the applicant will return to the roster they came from and, upon return to the roster, will be required to displace the junior employee in the class from which they were originally promoted.”

If the foregoing accurately represents our understandings in conference, please so indicate by signing in the space provided below, retaining a copy for your files and returning the original to me.

Yours truly,

/s/ A. C. Hallberg
Director Labor Relations
Maintenance of Way & Signal

AGREED:

/s/ Ronald L. Hinckley
General Chairman, BRS

February 19, 1999

220-10

Mr. T. R. Macken
General Chairman, BRS
185 Morey Avenue
Sacramento, CA 95838

Mr. J. O. McArthur
General Chairman, BRS
60 Deer Trail
Fallon, NV 89406

Dear Gentlemen:

This letter is in reference to the consolidated Collective Bargaining Agreement between the Brotherhood of Railroad Signalmen and the Union Pacific Railroad Company, effective January 1, 1999 on the properties formerly governed by the SP CBA and UP CBA and our continuing discussions regarding the implementation of the new Agreement.

As a result of further discussions, it was agreed that Side Letter #1 (dated September 22, 1988) of the CDCET Agreement will continue in effect, with the understanding that if such transfer briefing is properly completed in less than fifteen minutes, the employee being relieved may end his shift and leave work.

It is understood that this agreement is made due to the particular circumstances involved and shall not be cited as precedent by either party in future negotiations or claims.

Sincerely,

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

AGREED:

/S/ T. R. Macken
General Chairman, BRS

/s/ J. O. McArthur
General Chairman, BRS

APPROVED:

/S/ V. Van Artsdalen
Vice President, BRS

February 16, 1999

CDC-ET
Attachment B

Mr. E. J. Anousakes
General Chairman, BRS
6621 Stonehedge Rd.
N. Little Rock AR. 72117

Mr. T. R. Macken
General Chairman, BRS
185 Morey Ave.
Sacramento, CA. 95838

Mr. J. O. McArthur
General Chairman, BRS
60 Deer Trail
Fallon, NV. 89406

Gentlemen:

This letter is in reference to the consolidated Collective Bargaining Agreement between the Brotherhood of Railroad Signalmen and Union Pacific Railroad Company effective January 1, 1999, and our discussions concerning rates of pay for CDC Electronic Technicians.

To clarify the intention of Note 2 of Rule 39, it is agreed

1. A CDC Electronic Technician will receive the 1st level wage (\$19.89) if he does not have any of the following:
 - a. Signal School
 - b. FCC (or equivalent) license
 - c. Two years of service in the signal craft
2. Upon the completion of any criterion listed above (a, b, or c,) the CDC Electronic Technician will receive the 2nd level wage (\$22.09).
3. The third level wage (\$24.28) is applicable only after the CDC Electronic Technician has both of the following completed:
 - a. Signal School or two years of service in the signal craft
 - b. FCC (or equivalent) license

If the foregoing correctly sets forth our understanding, please signify your concurrence by signing in the spaces provided below.

AGREED:

/s/ T. R. Macken
General Chairman, BRS

/s/ E. J. Anousakes
General Chairman, BRS

/s/ J. O. McArthur
General Chairman, BRS

APPROVED:

/s/ Val Van Artsdalen
Vice President, BRS

Yours truly,

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

AGREEMENT
BETWEEN
SOUTHERN PACIFIC TRANSPORTATION COMPANY
AND ITS EMPLOYEES REPRESENTED BY THE
BROTHERHOOD OF RAILROAD SIGNALMEN

PREAMBLE

This Agreement is made by and between employees represented by the Brotherhood of Railroad Signalmen and the Southern Pacific Transportation Company in connection with a future transaction which may result in the sale or lease of certain trackage or rights over trackage, or any portion thereof, commonly known as the Southern Pacific Coast Line.

Whereas, the Southern Pacific may enter into a transaction which will result in the sale or lease of the Coast Line for passenger service, or trackage rights over the Coast Line for passenger service, and

whereas, a transaction may result in the designation of an operator other than Southern Pacific to establish positions to perform passenger service on the Coast Line, and

whereas, it is the desire of the parties to provide protective benefits to the employees affected by the implementation of passenger service, Now, IT IS AGREED:

ARTICLE I

Southern Pacific will retain freight rights in any transaction which results in the sale or lease of the Coast Line, or any portion thereof. The selling or leasing of the retained freight rights, or any portion thereof, will not be initiated, progressed or consummated without Southern Pacific and BRS first entering into a negotiated agreement with respect to the employment or protection of those employees affected by such sale or lease.

With regard to the Signalmen, the parties recognize that disposition of freight rights will be in accordance with the provisions set forth in Side Letter 1 of the October 7, 1994 Agreement between Southern Pacific and the Signalmen.

ARTICLE II

1. DEFINITIONS

(a) "Transaction" means the sale or lease of certain properties of Southern Pacific Transportation Company commonly known as the Coast Line, or any portion thereof, to another party.

(b) "Displaced Employee" means an employee of Southern Pacific or the Passenger Operator, who formerly was an employee of Southern Pacific, who as a result of a diversion or rerouting of traffic subsequent to 03/15/94, or as a result of implementation of the transaction, is placed in a worse position with respect to his compensation and rules governing his working conditions, and who makes claim for protective benefits under this agreement, in which case the protective benefits will commence as of the date specified in the claim.

(c) "Dismissed Employee" means an employee of Southern Pacific who as a result of a diversion or rerouting of traffic subsequent to March 15, 1994 (03/15/94), or as a result of the implementation of the transaction, is deprived of employment with Southern Pacific because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of the transaction or diversion of traffic, and who makes claim for protective benefits under this agreement, in which case the protective benefits will commence as of the date specified in the claim.

(d) "Protective Period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date of a diversion of traffic as a result of and in anticipation of the transaction to one (1) year from the date of implementation of the transaction or, if there is not a diversion of traffic as a result of and in anticipation of the transaction, extends from the date of implementation of the transaction to three (3) years from the date of that implementation. In either case, the protective period will not be less than three (3) years, or years of service of the employee, whichever is less. If the employee has less than one (1) year service, the protective period for that employee would be one (1) year.

2. The rates of pay, rules, working conditions and all collective bargaining agreements and other rights, privileges and benefits (including continuation of pension rights and benefits) of Southern Pacific's employees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes.

3. (a) Nothing in this Agreement shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements, provided there shall be no duplication or pyramiding of benefits to any employees, and provided further that the benefits under this Agreement or any other arrangement shall be construed to include the conditions, responsibilities and obligations accompanying such benefits.

(b) Employees covered by this Agreement will be entitled to any additional employee protection which may be granted by government edict or otherwise. This Agreement is made without prejudice to the position of the BRS with regard to the negotiation of any such additional protective benefits.

ARTICLE III

When Southern Pacific contemplates implementation of a transaction, it shall give at least thirty (30) days advance written notice of date of implementation by posting a notice on bulletin boards convenient to the interested employees of Southern Pacific and by sending registered mail notice to the representative of such-interested employees.

1. DISPLACEMENT ALLOWANCES

(a) So long after a displaced employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall, during his protective period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

(b) Each displaced employee's displacement allowance shall be determined by dividing separately by twelve (12) the total compensation received by the employee and the total time for which he was paid during the last twelve (12) months in which he performed services immediately preceding the date of his displacement as a result of the transaction (thereby producing average monthly compensation and average monthly time paid for in the test period). The test period average shall be computed as provided for in the New York Dock Conditions.

(c) For each displaced employee who served as an agent or representative of employees on a full or part-time basis in the twelve (12) months immediately preceding the employee's being adversely affected, the employee's test period average ("TPA") shall be equivalent to the average TPA of the three next senior active and three next junior active employees in the same service on that district, after discounting the lowest and highest TPA in that group.

(d) If a displaced employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases and COLA) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences, to the extent that he is not available for service equivalent to his average monthly time during the test period, but if in his retained position he works in any month in excess of the aforesaid average monthly

time paid for during the test period, he shall be additionally compensated for such excess time at the rate of pay of the retained position.

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

(f) The displacement allowance shall cease in the event of the displaced employee's resignation, death, retirement or dismissal for justifiable cause under existing agreements.

2. DISMISSAL ALLOWANCES

(a) A dismissed employee shall be paid a monthly dismissal allowance from the date he is deprived of employment, equivalent to one-twelfth (1/12th) of the compensation received by him in the last twelve (12) months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. The test period average shall be computed as provided for in the New York Dock Conditions.

(b) For each dismissed employee who served as an agent or representative of employees on a full or part-time basis in the twelve (12) months immediately preceding that employee being adversely affected, the employee's TPA shall be the equivalent of the average TPA of the three next senior active and three next junior active employees in the same service on that district, after discounting the lowest and highest TPA in that group.

(c) The dismissal allowance of any dismissed employee who returns to service with Southern Pacific shall cease while he is so re-employed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of Section 1 of this Article.

(d) The dismissal allowance of any dismissed employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings in such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and Southern Pacific shall agree upon a procedure by which Southern Pacific shall be currently informed of the earnings of such employee in employment other than with the Railroad, and the benefits received.

(e) The dismissal allowance shall cease in the event of the employee's resignation, death, dismissal for justifiable cause under existing agreements, or failure to return to service after being notified in accordance with the working agreement.

3. SEPARATION ALLOWANCE - A dismissed employee entitled to protection under this Agreement may, at his option within thirty (30) days of his dismissal, resign and (in lieu of all other benefits and protections provided in this Agreement) accept a lump sum payment of nine (9) months' pay

4. FRINGE BENEFITS - No employee of Southern Pacific who is affected by a transaction shall be deprived of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of Southern Pacific, in active service or on furlough, as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

ARTICLE IV

MOVING EXPENSES. The Southern Pacific will pay to an employee required to change residence and entitled to moving benefits under this agreement a lump-sum of \$5,500.00. (See Q&A No. 2.)

ARTICLE V

1. Southern Pacific will make a good faith, bona fide effort to obtain in the sale and/or lease Agreement a "first right of hire" clause for Southern Pacific Employees.

2. In the event that "first right of hire" with the New Operator is obtained, Southern Pacific will include in the Notice of Implementation required by Article III an estimate of the number of signalmen positions to be established by the New Operator.

3. The positions to be established by the New Operator will be advertised to all employees holding seniority on the Coast District by bulletin notice for a period of fifteen (15) calendar days. The advertisement of the positions will show, if available, location, title and brief description of duties, rate of pay, assigned hours of service, rest days, and if temporary, the probable or expected duration.

4. The acceptance of applications for positions with the New Operator shall be pursuant to the terms and conditions of employment established by the operator of the service or the contract between SP and the Organizations signatory hereto if Southern Pacific becomes the New Operator.

5. An employee who is on vacation, suspension, leave of absence, ill or injured, restricted, dismissed with case under appeal, in military service, furloughed or on disability during the advertising period set forth in Paragraph 3 hereof, and who otherwise would have been entitled, pursuant to Paragraph 3 hereof, to make application for the new positions established by the New Operator, shall be subject to the provisions of this Agreement upon return to service the same as if he had been in

active service during the advertising period. Such employee shall have thirty (30) working days following his return to active service with Southern Pacific to exercise seniority to an available position either on Southern Pacific or with the New Operator if Southern Pacific is not the Operator.

ARTICLE VI

An employee covered by this Agreement who accepts employment with the New Operator shall be granted a leave of absence by Southern Pacific and shall not be recalled by Southern Pacific.

1. An employee who desires to obtain a leave of absence for the purpose of working for the New Operator must make written application to the designated Southern Pacific officer.

2. An employee who is granted a leave of absence under this agreement:

(a) may not return to service with Southern Pacific until six months have elapsed from the effective date of the leave of absence, unless he/she is unable to hold a position with the New Operator, with the exception of the reasons set forth in item 6 below. Employee must give at least thirty (30) days written notice to Southern Pacific's highest designated officer handling labor protection of intent to return to Southern Pacific, unless unable to hold a position with the New Operator, in which case written notice is nevertheless required prior to being permitted to return.

(b) may return to service with Southern Pacific at any time after the expiration of six months from the effective date of the leave of absence, without regard to whether he/she can hold a position with the New Operator, with the exception of the reasons set forth in item 6 below.

3. An employee who returns from leave of absence granted under this agreement must again make a written request if he/she desires to exercise a leave of absence which may be applicable in a different transaction, pursuant to any Agreement terms that govern with respect to that transaction, or if recalled by the New Operator, after previously not having been able to hold a position with the New Operator.

4. (a) Employees granted a leave of absence under this agreement will maintain a seniority relationship with Southern Pacific during the period of time they are working with the New Operator, but will cease accumulating seniority commencing three (3) years after the effective date of the leave of absence until they once again perform service with Southern Pacific.

Example: Employee with seniority date of March 13, 1980 is granted a leave of absence effective February 1, 1993 to work with a New Operator. Effective February 1, 1996, the employee will cease to accumulate additional seniority with Southern Pacific. If the employee returns to Southern

Pacific on May 1, 1997 his/her placement on the roster would be adjusted to reflect the fifteen (15) months between February 1, 1996 and May 1, 1997 during which seniority was not accumulated. The employee's placement on the roster would change to June 13, 1981 (March 13, 1980 plus fifteen months).

(b) In order to accumulate seniority during the three year period referenced above, employees must continue to pay union dues on a monthly basis for the three year period.

(c) Upon the union notifying the Southern Pacific that an employee has failed to remit his/her monthly union dues, said employee will cease to accumulate seniority. An employee who disputes the assertion that he/she failed to pay monthly union dues will be entitled to appeal in accordance with the rules of the employee's organization. If the appeal is sustained, the employee will be returned to the position on the roster that the employee would have retained had there been no dispute.

5. An employee must make him/herself available for active service with Southern Pacific not later than the forty-fifth (45th) day following cessation of being a full-time active employee of the New Operator, in order to maintain a seniority relationship with Southern Pacific. Making "him/herself available for active service" as used in the preceding sentence means actually reporting on the railroad property ready to go to work, but does not mean that any required examinations (such as rules or physical examinations) must be completed prior to the forty-fifth (45th) day. A protected employee is not entitled to protective allowance during this period, however, barring unreasonable delay from outside sources, it is expected that the re-qualification requirements will be met within ten (10) days of initiation by the employee, and he/she will therefore be entitled to receive protective benefits commencing with the eleventh (11th) day after initiation. Employees on leave of absence under this agreement who fail to meet the requirement of item 6 shall be considered as having voluntarily forfeited all seniority with Southern Pacific.

6. (a) An employee who is on leave of absence under this agreement, but who is not working for the New Operator for any of the following reasons, may not return to service with Southern Pacific:

- i Dismissal/suspension for just cause
- ii Retirement
- iii Disability

(b) In the event an employee on leave of absence under this agreement is dismissed/suspended by a New Operator which does not have in place a process under a collective bargaining agreement which will permit the dismissed/suspended employee, or a representative of his/her choice, to challenge the propriety of the dismissal /suspension up to, and including, arbitration, the following shall govern: If the

dismissed/suspended employee attempts to return to active service with Southern Pacific, but is prevented from returning by Southern Pacific on the basis that the employee was dismissed/suspended by the New Operator for just cause, it shall be Southern Pacific's burden of proof to justify its position. The question of whether the employee will be permitted to return to Southern Pacific will be decided in de novo arbitration by a three member panel consisting of the employee or a representative of his/her choice, a representative of Southern Pacific and a neutral arbitrator selected by the other two parties.

7. An employee who is granted a leave of absence under this agreement shall be paid any accrued vacation with Southern Pacific immediately after the effective date of the leave of absence. An employee who returns to active service with Southern Pacific will be granted vacation in succeeding years, consistent with the applicable vacation agreement. The period of time with the New Operator will not count in determining the length of vacation to which an otherwise qualified employee is entitled.

ARTICLE VII

1. ARBITRATION OF DISPUTES

(a) In the event Southern Pacific and its employees or their authorized representative cannot settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this Agreement, it may be referred by either party to an arbitration committee in accordance with the provisions set forth in Section 153 Title 45 Chapter 8 USC (Section 3 of the Railway Labor Act). Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 20 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or the highest officer designated by Southern Pacific, as the case may be, shall be deemed the selected member, and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 20 days, the parties shall then, within an additional ten (10) days, endeavor to agree to a method by which a neutral member shall be appointed, and failing such agreement, either party may request the National Mediation Board to designate within ten (10) days the neutral member.

(b) In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event Southern Pacific will be entitled to appoint additional representatives so as to equal the number of labor organization representatives.

(c) The decision, by majority vote, of the arbitration committee shall be final, binding and conclusive, and shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed.

(d) in the event of any dispute as to whether or not a particular employee was affected by a transaction, it shall be his obligation to identify the transaction and specify the pertinent facts of that transaction relied upon. It shall then be the Southern Pacific's burden to prove that factors other than a transaction affected the employee.

ARTICLE VIII

1. Should Southern Pacific rearrange or adjust its forces in anticipation of the transaction with the purpose or effect of depriving an employee of benefits to which he otherwise would have become entitled under this Agreement, this Agreement will apply to such employee.

2. In the event any provision of this Agreement is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this Agreement shall not be affected.

QUESTIONS & ANSWERS

1. Q. Will the displacement allowance for an employee be calculated using the highest paying assignment he/she could hold with Southern Pacific or the New operator?
A. Only jobs with the service in which the employee is working will be used to calculate the displacement allowance.
2. Q. What does require a change in place of residence mean?
A. A "change in residence" for purposes of qualifying for the \$5,500.00 moving allowance under Article IV shall be considered where the employee must exercise seniority to a terminal of sixty (60) or more miles from his/her present terminal in order not to be deprived of employment.
3. Q. What employees will be automatically certified for protection benefits?
A. Employees covered by this Agreement who are working on the Coast Seniority District on the date of written notice to the Organizations of the implementation of the transaction set forth in Article III, or those working on other Seniority Districts who are adversely affected as a result of the transaction, will be certified for protection, however, all protective allowances under this Agreement will cease 3 years subsequent to the date of implementation of the transaction.
4. Q. When will allowances due employees under this Agreement be paid?
A. The intent is that the allowances will be paid as expeditiously as possible, but no later than the second payroll period following the month in which the allowance is earned.
5. Q. When will implementation of the transaction be determined to occur?
A. Implementation of the transaction will be determined to occur on the date new service is commenced as a result of the transaction.

(Signatures not reproduced)

UNION PACIFIC RAILROAD COMPANY
DEPARTMENT OF LABOR RELATIONS

E. R. Myers
Director of Labor Relations
Maintenance of Way, Signal

October 6, 1980

013-022

Mr. W. R. Evans
General Chairman, BRS
W. 2820 Broadway
Spokane, Washington 99201

Dear Sir:

For the purpose of enhancing railroad employment opportunities for employes with more than one year of service, tuition costs will be borne by the Company to permit employes to obtain Federal Communications Commission Second Class Radio Telephone Operator's License, provided the following requirements are met:

1. Institution of learning approved by the Company.
2. Courses must relate to job-related signal technical skills.
3. Courses must be successfully completed.
4. Receipts documenting tuition costs must be presented to supervisor within 60 days of course completion.
5. Report of passing grade must be submitted to Supervisor.

Yours truly,

Isl E. R. Myers.

June 2, 1986

Mr. W. D. Corn
General Chairman, BofRS
Missouri Pacific & C&EI
9947 North Charlotte St.
Kansas City, Missouri, 64155

Mr. R. D. Dickey
General Chairman
Missouri Pacific(Texas & Pacific)
2000 Sherman Trail
Fort Worth, Texas, 76112

Dear Sirs:

In a recent conference we discussed, at length, the application of Agreement Rule 11(b) as it relates to those employees assigned to mobile headquartered gangs or camp car gangs, who are notified, in advance, to perform overtime service on their rest days at a location away from their place of residence.

In the application of Agreement Rule 11(b) to such employees, it was agreed:

- 1) Employees notified in advance to report for overtime service who are required to travel both to and from their place of residence, in responding to the overtime service prior to reporting to protect their regular assignment, will be entitled to travel time compensation for the time spent traveling to and from the overtime assignment.
- 2) Those who perform such overtime service, which is continuous with their regular assignment or who otherwise are not required to return to their place of residence before traveling to assume their regular assignment, will not, in consideration of the compensation provided under other Agreement Rules, be allowed travel time for traveling to the overtime service location.

To formally signify your concurrence in this understanding, would you kindly please affix your signature in the space provided below, returning the original for my file.

Very truly yours,
(Original Signed)
J. J. Shannon
Director of Labor Relations, MofW
and Signals-Union Pacific System

Agreed:
(Original Signed)
W. D. Corn, General Chairman, (MP&CEI)
(Original Signed)
R. D. Dickey
General Chairman (T&P)