AGREEMENT

Between

NORFOLK SOUTHERN RAILWAY COMPANY

And

ITS EMPLOYEES PERFORMING
COMMUNICATION AND SIGNAL WORK

Represented by

SYSTEM COUNCIL NO. 6
OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

Effective July 1, 2018
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RULE 1 - SCOPE

This agreement shall cover electrical workers in the Communication and Signal department on the Norfolk Southern Railway System and shall include all electrical or electronic means of communications, all electrical equipment so used, including, but not limited to, telephone, radios, data networking equipment, radar and microwave or any other electrical means of communications and all other work generally recognized as communications work, on Norfolk Southern Railway System equipment. Existing division of work between electrical workers and signal employees, along with practices concerning use of contractors, among the component properties of the Norfolk Southern Railway System will continue, including but not limited to the tasks as detailed in letters contained in Appendix A – Task Specific Letters and the elements of Positive Train Control (PTC) (See Side Letter 1).

RULE 2 - CLASSIFICATIONS

Employees covered by this agreement will maintain seniority on the Communications Worker Roster and designated as qualified in one of the following two classifications:

(A) CLASS 1, COMMUNICATION ELECTRONICS TECHNICIAN (CET)

An employee assigned to install, assemble, dismantle, remove, inspect, test, adjust, repair and maintain communication circuits and appurtenances; to locate and clear trouble inside and outside in connection with communications systems equipment; and all other work generally recognized as pertaining to construction and maintenance of communication systems. Employee must hold and subsequently maintain in force a valid F.C.C. General Radio/Telephone Operator License or equivalent.

Class 1 employees may perform any work covered by Class 2 below in emergencies or unusual situations where necessary to restore service, or at locations where only a Class 1, Communication Electronics Technician (Telephone Maintainer) is employed.

Class 1 employees may be assigned as Appointed Training Leaders pursuant to Appendix L—Appointed Training Leaders.

(B) CLASS 2, COMMUNICATION MAINTAINER (CM)

An employee assigned to install, assemble, dismantle, remove, inspect, test, adjust, repair and maintain communication circuits and appurtenances; to construct, maintain, dismantle, inspect and repair pole lines and supports, line wires and cables, overhead and underground; to locate and clear trouble inside and outside in connection with communications systems equipment; and all other
work generally recognized as pertaining to construction and maintenance of communication systems not requiring F.C.C. License or equivalent.

RULE 3 - APPLICANTS FOR EMPLOYMENT

Applicants for employment must fill out necessary application forms, and employment will be temporary until application has been approved. The application shall be approved or disapproved within ninety (90) calendar days for an individual hired as a Journeyman Communications Worker after applicant begins work; during which applicant should have appropriate orientation on standards and procedures applicable to the position being worked. Applications rejected by the Carrier must be declined in writing to the applicant and such disapproval of the application will not entitle applicant to an investigation under Rule 24 - Discipline. Individuals hired as Student Communications Workers (SCW) shall be handled pursuant to Appendix K—Student Communications Workers Training Agreement.

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

RULE 4 - HOURS OF SERVICE AND BASIS OF PAY

(A) The monthly rate shall cover all service performed in any calendar month, except service on rest days, and except as provided in paragraphs (E) and (G) of this Rule, no deductions will be made unless employee lays off of his own accord or is on furlough for a portion of a month (See Side Letter 2).

(B) Such employees shall be assigned one regular rest day per week, Sunday, if possible. For service on assigned rest day, such employees, in addition to their monthly rate, shall be paid at the rate of time and one-half the straight time rate on the actual minute basis and will be allowed a minimum of two hours and forty minutes pay at the time and one-half the straight time rate for two hours forty and minutes or less of work performed on the rest day.

(C) Such employees will not be required to report for ordinary maintenance or construction work on the sixth day (stand-by day) of their work week or on holidays unless they are compensated for such service in the same manner as for work on their rest day; however they may be required to report for emergency calls on such days and will not receive additional compensation for such service.

Consistent with the requirements of service, management and the affected employees may agree to allow employees to exchange rest days and stand-by days so that an employee may have the sixth and seventh days of one week as stand-by days, with no rest days, in exchange for having the sixth and seventh days of an adjoining week as rest days with no stand-by day. In this mutually
agreed to alternative coverage arrangement, the employee is responsible for another territory as well as his regular assigned territory on the stand-by days. To the extent that more employees desire to enter into this alternative coverage arrangement than management believes can be accommodated by the requirements of service, preference will be given to employees’ seniority in determining whether to allow any such arrangement among two or more employees.

Employees will continue the use of a stand-by vacation day on stand-by days, including when taking a five-day vacation for the entire work week, except when exchanging rest days and stand-by days as described above.

(D) The straight time hourly rate for such employees shall be determined by dividing the monthly rate by 213 hours, which are the hours comprehended in the monthly rate. Future wage adjustments, so long as rates remain in effect on such basis, shall be made on the basis of 213 hours. The monthly rate divided by the number of non-rest days in the month in question equals the daily rate. An employee who performs no service on a regular work day or who is not available on a stand-by day, or is on furlough for a portion of a month will have their pay reduced by the amount equal to the daily rate multiplied by the number of non-rest days on which no service was performed (including the number of stand-by days for which employee was not available).

(E) Monthly rated employees called or notified to perform service outside the scope of this agreement, except when specifically provided otherwise, on stand-by days or holidays, or on time outside the regularly assigned week day hours, will be additionally compensated therefore at the rate of time and one-half the straight time rate on an actual minute basis, and for time not continuous with the regularly assigned week day hours, will be allowed a minimum of two hours and forty minutes for two hours and forty minutes or less of such service.

(F) Each employee covered by this Rule shall be assigned to a specified territory with a specified headquarters, and the assigned territories for employees of the same classification shall not overlap. However, this shall not be construed to prevent the assignment of more than one employee of the same job classification to the same territory whether or not they are on the same or different shifts.

(G) Service required of an employee off his assigned territory on stand-by days (except when performed as in paragraph (C) above), holidays and after his normal workday, will be paid for at the time and one-half straight time rate.

(H) If employees desire to be available for scheduled overtime work on their territory or to support the stand-by employee with trouble calls on their assigned rest day, they will notify the appropriate Supervisor on their respective territories and be given the first opportunity to perform such work.

(I) The regularly assigned road men under the provisions of this Rule may be used, when at home point, to perform shop work in connection with the work of their regular assignments.

(J) In addition to compensation provided herein, employees who are Appointed Training Leaders will be compensated pursuant to Appendix L – Appointed Training Leaders.
RULE 5 - RATES OF PAY

(A) Effective July 1, 2018, for all employees who are in service as of that same date (prior righted employees), the rate of pay for Class 1 - Communications Electronics Technician is $6,821.61 per month plus the skill differential, as provided in Rule 41 -Differentials for Communications Workers; and, the rate of pay for Class 2 - Communications Maintainer is $6,821.61 per month but such positions do not receive the skill differential (this monthly rate includes the July 1, 2018, 2.5% GWI from 5/8/18 National Agreement).

(B) For all employees who enter service after July 1, 2018, the rate of pay for Class 1 - Communications Electronics Technician is $6,760.94 per month plus the skill differential, as provided in Rule 41 -Differentials for Communications Workers; and, the rate of pay for Class 2 - Communications Maintainer is $6,760.94 per month but such positions do not receive the skill differential (this monthly rate includes the July 1, 2018, 2.5% GWI from 5/8/18 National Agreement).

RULE 6 - SENIORITY

(A) An employee entering service coming within the scope of this Agreement, whose application is not rejected in accordance with Rule 3 - Applicants for Employment, or the January 15, 2010 Student Communications Workers Training Agreement (Appendix K), will establish seniority on the Communications Worker Roster on the date pay started on the position covered by this Agreement. Employees who establish seniority on the same date will be listed on the roster in the order of earliest service in the craft, previous service with the Carrier, and then earliest birth date, i.e., month, day and year.

(B) Seniority rights of employees on the Communications Roster will be established and accumulated on one or more of the three separate Seniority Regions - Northern (former Conrail and D&H South), NWR (former NW, NKP, and Wabash), or Southern (former SOU-Lines East, SOU-Lines West and Central of Georgia) and separate rosters will be maintained for each. All Communications employees possessing seniority as of the effective date of this agreement will have their existing seniority date placed on the applicable Northern, NWR or Southern Seniority Region Roster. The existing Northern Region Seniority Roster will comprise the Northern Seniority Region Roster referred to above; the existing NW Eastern, Lake and Western Region Seniority Rosters will be dovetailed to comprise the NWR Seniority Region Roster referred to above; the Southern Lines East and Lines West Seniority Rosters will be dovetailed together with the Central of Georgia Seniority Roster to comprise the Southern Seniority Region Roster referred to above.

(C) In addition to placement on the applicable new Seniority Region rosters, employees possessing seniority on one of the existing Communications seniority rosters listed above at the time of this agreement will have preferential rights to positions headquartered within the respective Region based on their former Communications seniority as follows:
Northern Seniority Region – prior rights on D&H South.

Southern Seniority Region – prior rights between former SOU-Lines East, SOU-Lines West, and former Central of Georgia.

NWR Seniority Region – prior rights between former Eastern (NW), Lake (NKP), and Western (Wabash).

A map of the respective Seniority Regions and prior rights territories within the Seniority Regions is included in Appendix M.

In the event a prior-righted employee subsequently establishes seniority on a new Seniority Region, the employee will not be afforded any prior rights on the new Seniority Region. Likewise, should an employee forfeit seniority on the Seniority Region where they had prior rights, such employee will not reestablish any prior rights designation if they subsequently return and establish a new seniority date on that same Seniority Region.

(D) The Seniority Region where an employee possesses their earliest seniority date will be referred to as their “Home” Seniority Region. An employee may not hold seniority on more than one Seniority Region in addition to their Home Seniority Region. An employee who establishes seniority on a second Seniority Region in addition to their Home Seniority Region and subsequently obtains a position by bulletin on a third Seniority Region, must thereby forfeit the seniority established previously on any Seniority Region other than their Home Seniority Region and the Seniority Region applicable to the position they so obtained. Employees who obtain seniority on a Seniority Region other than their Home Seniority Region must forfeit such seniority on the other Seniority Region upon their return to a bulletined position on their Home Seniority Region.

(E) Employees accepting positions in the exercise of their seniority rights will do so without causing expense to the Company.

(F) Establishing and maintaining seniority is further subject to the provisions of Rule 8 – Abolishment/Displacement/Recall and Rule 10 – Bulletining Positions.

(G) The Carrier may temporarily utilize employees off their Seniority Region(s) consistent with the requirements of service but not more than 30 days. When an employee is taken off their regular assigned territory during their regular tour of duty, the employee will be paid an additional allowance of one hour’s pay at the straight time hourly rate for each day so worked.
RULE 7 - ROSTERS

(A) Seniority rosters will be maintained electronically and revised in January of each year. A copy will be available to the General Chairman, Local Chairman, and employees. Errors in any roster to which attention has been called within 60 days from date of posting will be corrected. Any protest must be handled through the General Chairman who will handle same directly with Labor Relations. No protest will be considered under these provisions for rosters posted prior to the effective date of this agreement.

(B) The roster for each Seniority Region, in addition to listing the employee with their applicable date and their Classification (CET or CM) in which qualified, will note any prior rights, and also whether the employee is promoted with seniority frozen.

RULE 8 - ABOLISHMENT/DISPLACEMENT/RECALL

(A) Except as provided in Rule 18 - Emergency Force Reduction, not less than five working days’ notice will be given to employees assigned to permanent positions or bulletined temporary positions when forces are to be reduced or positions abolished.

(B) Such employees failing to return to the service on positions on their Home Seniority Region within 10 days after being notified in writing via U.S. mail to their address of record or personal email address, if provided, or giving satisfactory reason for not doing so, will forfeit all seniority possessed under this agreement. However, such employees failing to return to the service on positions not on their Home Seniority Region will only forfeit seniority possessed on that Seniority Region and will retain seniority on their Home Seniority Region. In the restoration of forces, laid-off men will be returned to the service in accordance with seniority.

(C) Seniority rights will become effective when force is reduced, positions are abolished, or displacements occur. When force is reduced or positions are abolished, employees affected must exercise seniority within 30 days by displacement of any junior employee, regardless of classification if qualified on position; such affected employees may arrange to take some or all of their vacation and this 30 day period will be extended by any vacation taken. Similarly, for employees on leave of absence (including under the Family Medical Leave Act), sick leave, or suspension, this 30 day period commences upon their return to duty. Displaced employees exercise their seniority rights in like manner.

An employee exercising displacement rights must do so, in accordance with the established procedures, so that the employee being displaced may be advised prior to their assigned quitting time. Employees who are absent or on vacation when displaced will be advised by Carrier through notification to their residence (or other point of contact agreed to by the employee and management) or Company email address of such displacement. The employee exercising displacement will be responsible for protecting the selected assignment on its next regular work day unless otherwise arranged with management per Rule 20 - Leave of Absence and Rule 21 - Employees Unavoidably Absent. The employee displaced from the assignment may continue
working on such assignment until the displacing employee actually starts work on the selected assignment, in which case the 30 day period for the exercise of rights under this rule by the displaced employee will begin.

(D) Employee failing to timely exercise seniority as required in this Rule, without satisfactory reason for not doing so, shall lose their right to exercise such displacement. Displaced employees may, prior to their asserting displacement rights, be used to fill a position temporarily pending assignment by bulletin under Rule 10 – Bulletining Positions and upon release from this temporary service must exercise seniority within 30 days as provided in paragraph (C) of this Rule.

RULE 9 - CHANGE IN HEADQUARTERS, TERRITORY OR REST DAYS

(A) If an employee’s headquarters is permanently changed by: 1) relocation to another city or town, in which such change is from one home station to another and not from one point to another within home station limits, or 2) the territory of an employee is changed by altering the size of the territory by more than 20%, or 3) there is a change in rest days, the employee will be allowed the option of retaining the position and taking the changed conditions, or, in lieu thereof, may exercise seniority rights in accordance with their ability for the position selected, subject to the provisions of Rule 6- Seniority and Rule 8-Abolishment/Displacement/Recall.

(B) Such change in headquarters or territory will not be permanently made without giving employees affected 15 days’ notice. A realignment of territories, across different prior rights boundaries, that would result in the elimination of a position that is occupied by an employee who was in service on July 1, 2017, (prior-righted employee) will not be done unless necessitated by the sale, lease, abandonment, or discontinuance of service on a rail line.

(C) Southern/Central of Georgia Prior Rights Employees – see Appendix N pertaining to transportation of household effects.

RULE 10 - BULLETINING POSITIONS

(A) New positions and vacancies will be bulletined (which may be accomplished via electronic transmission) within 30 days previous to or 10 days following the dates such vacancies occur, except that temporary vacancies need not be bulletined until the expiration of 30 days from the date such vacancies are being temporarily filled. When a temporary vacancy has been filled for six months, such position will be bulletined as a permanent vacancy if it is to continue being filled. See Appendix B for form of advertisement bulletin.

(B) Assignments to positions or to fill vacancies will be made after bulletin notice has been posted for a period of 10 days to all employees holding seniority on any Seniority Region, during which time employees desiring to avail themselves of this Rule may file applications with the official whose name appears on the bulletin. Employees who are absent for the entire bulletin period,
other than while on furlough, are not eligible to make application on such bulletins and their return to service is subject to Rule 13 – Return After Absence.

The assignment will be made before the expiration of 20 days from the date the bulletin is posted and the name of the employee assigned will then be announced (which may be accomplished via electronic transmission). See Appendix C for form of assignment bulletin. The assigned employee will continue working their former position until released by management to commence protecting the position assigned by bulletin. This release is to take place within 15 days of the date of the bulletin awarding the position unless necessary to continue working the former position longer to address some operational necessity. When not released by management within the 15 days from the assignment bulletin, such employee will be paid for any resulting loss in wages or reasonable additional travel incurred, including meals and lodging, as a result of being held in excess of 15 days on former position. Except in emergency, such employees are to be released within 45 days from the assignment bulletin.

(C) Employees assigned to new positions or vacancies under this Rule will not be permitted to return to position vacated, except upon a subsequent vacancy, or unless there are no other applicants for the vacancy, or as described elsewhere in this provision with respect to vacating a position to take a position on another Seniority Region. New positions or vacancies may be filled temporarily, by unassigned employees, pending assignment by bulletin. Employees assigned to temporary vacancies shall upon release, due to return of the incumbent, displacement by senior employee, or re-bulletin of the temporary as a permanent vacancy, return to their former position last held. In the event such position no longer exists or has been filled by a senior employee exercising a displacement right, such displaced employee must exercise seniority rights per Rule 8- Abolishment/Displacement/Recall.

(D) Furloughed employees will be given consideration for positions on another Seniority Region, in relative seniority order and consistent with qualifications, prior to hiring new employees. Such furloughed employees accepting bulletined positions on another Seniority Region will have 60 days from date they actually commence work on the new Seniority Region to choose to resign from the position accepted on the new Seniority Region and return to furlough status, in which case such employee would not establish any seniority date on the new Seniority Region. Such furloughed employee who chooses to remain on the position accepted on the new Seniority Region will establish a new seniority date on such Seniority Region, as of the first day worked on the new Seniority Region, while continuing to retain and accumulate seniority on their Home Seniority Region.

(E) Active employees may submit bids to positions located on Seniority Regions other than where they are currently working. Their assignment to such position on the different Seniority Region, in the event that there are no bids from employees who possess seniority on the particular Seniority Region where the bulletined position is located, will be consistent with qualifications and operational requirements as well as relative seniority date on the other Seniority Regions. Active employees who successfully obtain a position by bulletin on another Seniority Region will forfeit the seniority they possessed on the Seniority Region of the position they vacated, and will establish a new seniority date on the Seniority Region of the position they obtained as of the first day they
work on this Seniority Region. However, such employee will have 10 days from the date they actually commence work on the position to choose to resign from the position accepted on the new Seniority Region and return to their former position, in which case such employee would not establish any seniority date on the new Seniority Region and instead would retain the seniority they possessed on the Seniority Region applicable to the position to which they returned.

(F) Employees working on a Seniority Region other than their Home Seniority Region will be furnished copy of bulletins for positions on their Home Seniority Region (which may be via Company email or other electronic access) and will be required to make application on positions subsequently bulletined on their Home Seniority Region. Failing to do so, such employee will forfeit seniority on their Home Seniority Region, unless such position is awarded to a senior employee. If the employee working off of their Home Seniority Region is the successful applicant for a position bulletined on their Home Seniority Region, such employee must either report for the awarded position and forfeit seniority held outside of their Home Seniority Region or elect to remain on the position outside of their Home Seniority Region and forfeit seniority on their Home Seniority Region.

RULE 11 - ASSIGNMENTS

(A) Assignments to positions coming within the scope of this Agreement shall be based on ability and seniority on the Seniority Region where the position is located. Accordingly, assignments shall be made:

1. On the basis of prior rights to the senior employee on the Seniority Region where the position is located.

2. If there are no applicants with prior rights then seniority on the respective Seniority Region where the position is located governs.

3. If there are no applicants who have established seniority on the respective Seniority Region where the position is located, then the assignment is made to the senior employee regardless of which Seniority Region such employee has established seniority.

(B) Senior employees, as determined in paragraph (A), making application for new positions or vacancies will be assigned to such positions if sufficient ability is shown by trial. An employee should, in a general way, be familiar with the requirements of the position, so that the word “trial” as used in this rule does not mean that he will be given sufficient time to learn the job. He should, therefore, be able to demonstrate his ability to perform the work successfully in not to exceed five days.

(C) Employees accepting assignments to vacancies or new positions, and failing to qualify, under this rule, shall return to their former position last held. In the event such position no longer exists
or has been filled by a senior employee exercising a displacement right, such displaced employee must exercise seniority right per Rule 8 - Abolishment/Displacement/Recall.

**RULE 12 – EMPLOYEE ON DISABILITY ANNUITY**

Employees covered by this agreement are removed from the roster upon obtaining retirement under the Railroad Retirement Act. However, employees who may be granted an annuity on account of physical disability under the Railroad Retirement Act shall retain and continue to accumulate all seniority rights until the employee obtains retirement. Such vacancies will be bulletined as permanent vacancies. In the event of recovery and return to active service, the employee may return to his former position, unless declared physically unfit by the Management, and if seniority permits, or otherwise exercise seniority rights by displacing a junior employee subject to the provisions of Rule 6 – Seniority and Rule 8 – Abolishment/Displacement/Recall. Employees displaced by such return shall exercise their seniority in the same manner.

**RULE 13 – RETURN AFTER ABSENCE**

Except as provided for in Rule 12 – Employee on Disability Annuity, employees returning to duty after leave of absence, vacation, sickness, disability or suspension, may return to former position, or may upon return, or within 30 days thereafter, exercise seniority rights to any position bulletined or vacancy which occurred during their absence, except in the event their former position has been abolished during their absence, or their position has been filled during their absence by a senior employee exercising displacement rights, such employees may exercise their seniority. Employees displaced by this return may exercise their seniority in the same manner. Exercise of seniority rights as provided for in this Rule shall be subject to Rule 6 – Seniority and Rule 8 – Abolishment/Displacement/Recall.

**RULE 14 - STARTING TIME**

(A) Although monthly rated and subject to work days of varying hours as operationally necessary, each employee’s position shall have a bulletined starting time for the work day. For single shift day service, the regular starting time should be 7:00 a.m., but management may vary the starting time between 6:00 a.m. and 8:00 a.m. with 36 hours’ advance notice. The sixth day (stand-by day) shall be the 24 hour period commencing on the sixth day of the work week as measured from the bulletined starting time. The 24 hour period constituting the Rest Day is likewise measured from the bulletined starting time.

(B) When two or more shifts are regularly assigned, the regular starting time of the next shift will commence at the end of the preceding shift, unless operationally necessary to do otherwise with the consent of the General Chairman and Labor Relations.
RULE 15 - HOLIDAYS

(A) The Holidays referred to in Rule 4 - Hours of Service and Basis of Pay, Paragraphs (C), (E), and (G), which are measured as the 24 hour period commencing with the bulletined starting time, are enumerated as follows:

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<td>New Year's Eve</td>
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(B) Except for the Day after Thanksgiving, compensation for holidays is included in the monthly rate and monthly rated employees are expected to be reasonably available to protect their positions when any of the above Holidays fall on a day other than a rest day.

(C) Such employees are also subject to the following with respect to the Day after Thanksgiving:

1. When required to work or stand-by on the Day after Thanksgiving, employees shall receive eight hours pay at the equivalent straight time rate or as otherwise provided in Rule 4 - Hours of Service and Basis of Pay, whichever is greater.

2. Employees occupying a five day assignment on a position with Friday as an assigned rest day also shall receive eight hours of pay at the equivalent straight time rate for the Day after Thanksgiving, provided compensation paid such employee by the Carrier is credited to the work days immediately preceding Thanksgiving Day and immediately following the Day after Thanksgiving.

RULE 16 - TRANSFERS BETWEEN COMMUNICATIONS AND ELECTRICIANS

(A) Employees who possess seniority under this agreement and, while unable to hold a position as a CET or CM, are offered an IBEW-represented position covered by a different agreement on this Carrier will retain the seniority established under this Agreement while working in the other position under a different agreement.

(B) Such employees may not voluntarily vacate the position they obtained covered by a different agreement to exercise seniority to another position established under this Agreement. However, consistent with operational necessity and Management approval, such employee may vacate their position covered by another agreement in order to fill a permanent vacancy in a CET or CM position. Upon such return the employee will resign any seniority established as a result of working the position that is being vacated.
(C) Furloughed Road Electricians will be given preference to CET and CM vacancies ahead of new hires and furloughed CET and CM's will be given preference to Road Electrician vacancies ahead of new hires. Qualified employees who indicate their desire to transfer from Road Electrician to fill a CET or CM permanent vacancy or vise versa shall be afforded opportunity to do so ahead of the Carrier filling such vacancy with a new hire. The employee making this transfer will have 30 days from when service commences on the position to which transferred to choose to return to the position from which transferred. Employees failing to choose to return to former position within this 30 day period, will retain and accumulate seniority in their former classifications while working in the classification to which transferred but may not voluntarily vacate their position in the classification to which transferred by exercising their seniority in the other classifications.

RULE 17 - PROMOTION TO OFFICIAL POSITIONS WITH CARRIER OR ORGANIZATION

(A) Employees promoted to official positions with Norfolk Southern Railway, its successors, railroad affiliates, or the Organization party hereto shall, subject to the provisions of paragraphs (B) and (C) below, retain and continue to accumulate seniority established in accordance with the provisions of the rules of this agreement, and their names will continue to be shown on the seniority rosters.

(B) Effective January 1, 1988, all employees promoted subsequent thereto to official, supervisory, or excepted positions from crafts or classes represented by the Organization party hereto shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and 90 days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.

(C) Employees promoted prior to January 1, 1988, to official, supervisory, or excepted positions from crafts or classes represented by the Organization party hereto shall retain their current seniority but shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.

(D) In the event employees so promoted are demoted, furloughed or have occasion to leave the position to which promoted for any reason beyond their control, they shall have the right to exercise a displacement right within 30 days from the date so affected under the provisions of Rule 13 – Return After Absence.

(E) Such employees returning to positions covered by this Agreement because of their own election may do so within 10 days from the date their election is effective, but only by applying for existing vacancies to which their seniority entitles them. In the event there are no existing
vacancies, such employees may displace only the junior-most employee occupying a position for which they hold necessary seniority and qualification.

(F) All time spent on leave of absence with the union will be considered as qualifying time for vacation and personal leave days.

RULE 18 - EMERGENCY FORCE REDUCTION

(A) Rules, agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notices under emergency conditions such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (B) below, provided that such conditions result in suspension of Carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position.

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

RULE 19 - FURLOUGHED EMPLOYEES (USE OF)

(A) The Carrier shall have the right to use furloughed employees to perform relief work on regular positions during absence of regular occupants, provided such employees have signified in the manner provided in paragraph (B) hereof their desire to be so used. This provision is not intended to supersede rules or practices which permit employees to place themselves on vacancies on preferred positions in their Seniority Regions; it being understood, under these circumstances, that the furloughed employee will be used, if the vacancy is filled, on the last position that is to be filled.

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

(B) Furloughed employees desiring to be considered available to perform such relief work will notify the proper officer of the Carrier in writing, with copy to the local chairman, that they will be available and desire to be used for such work. A furloughed employee may withdraw his written notice of willingness to perform such work at any time before being called for such service by giving written notice to that effect to the proper Carrier officer, with copy to the local chairman.
If such employee should again desire to be considered available for such service notice to that effect, as outlined hereinabove, must again be given in writing. Furloughed employees who would not at all times be available for such service will not be considered available for relief work under the provisions of this rule. Furloughed employees so used will not be subject to rules of the applicable collective agreements which require advance notice before reduction of force.

Only those furloughed employees who hold seniority at a particular point may notify the proper Carrier officer and thereafter be considered available to perform relief work on regular positions at such point.

(C) Furloughed employees who have indicated their desire to participate in such relief work will be called in seniority order for this service, and will be paid in accordance with Rule 4 – Hours of Service and Basis of Pay.

NOTE 1: Employees who are on approved leave of absence will not be considered furloughed employees for purposes of this agreement.

NOTE 2: Furloughed employees shall in no manner be considered to have waived their rights to a regular assignment when opportunity therefore arises.

RULE 20 - LEAVE OF ABSENCE

(A) When the requirements of service will permit, employees, upon written request, will be granted leave of absence, not to exceed 30 days, with privilege of renewal upon written request. Failing to return to service at the expiration of approved leave, without sufficient cause, shall result in termination of the employment relationship.

(B) An employee absent on leave, who engages in other employment, will lose his seniority unless special provision has been made therefore by the proper official and local chairman representing his craft.

RULE 21 - EMPLOYEES UNAVOIDABLY ABSENT

(A) An employee desiring to be absent from service must obtain permission from his immediate superior or other appropriate officer. In case an employee is unavoidably kept from work, he will not be discriminated against. An employee detained from work on account of sickness or for any other good cause shall notify his immediate superior as early as possible.

(B) Employees will strictly comply with the provisions of paragraph (A). Excessive absenteeism (except due to sickness under paragraph (A) above) and/or tardiness will not be tolerated and employees so charged shall be subject to the disciplinary procedures of Rule 24 - Discipline.
(C) An employee in service who fails to protect his assignment due to engaging in other employment shall be subject to dismissal.

**RULE 22 - TRAVEL EXPENSES**

(A) When an employee is required to travel from his headquarters point, to his work location, and return, the Company shall provide transportation without charge, or reimburse the employee for necessary actual transportation costs, including personal automobile mileage reimbursement at the Carrier’s established rate if the employee is authorized to and does utilize his private automobile.

(B) Where meals and lodging are not furnished by the Railway Company, or when the service requirements make the purchase of meals and lodging necessary while away from home station, communication workers will be paid necessary actual expenses.

**RULE 23 - MEAL PERIOD**

(A) Employees may take a midday meal period of 30 minutes or one hour, consistent with local practice, unless otherwise agreed to or prevented by operational necessity (See Side Letter 3).

(B) Employees required to remain in continuous service, for more than 11 hours after regular starting time, will be permitted a reasonable opportunity to take a 20 minute meal period in which to eat.

**RULE 24 - DISCIPLINE**

Section A - General Requirements

1. An employee hired as a CET or CM who has been in the service of the Carrier for more than 90 calendar days or an employee hired as a SCW who has been in service more than six months shall not be discharged, suspended or otherwise disciplined without a fair and impartial investigation except that an employee may waive an investigation in accordance with Section B (2) of this agreement.

2. An employee shall not be held from service pending investigation except in severe cases, such as theft, altercation, Rule G violation, insubordination, major accidents, severe misconduct and major offenses, etc., whereby the employee’s retention in service could be detrimental to himself, another person or the Carrier.

Section B - Formal Investigation
1. Notice of Investigation

(a) An employee directed to attend a formal investigation to determine the employee's responsibility, if any, in connection with an occurrence or incident shall be notified, in writing, by certified mail to the last known address, with a copy to duly authorized representative which may be sent via fax or electronically within a reasonable period of time, but not to exceed 10 days from the date of occurrence, or where the occurrence is of a nature not immediately known to the employee's supervisor(s), not to exceed 10 days from the time they first have knowledge thereof. The notice shall contain a precise statement of the date, time, place and nature of the occurrence or incident that is to be the subject of the investigation.

NOTE: This rule does not preclude delivery of the notice at reasonable times by a Carrier representative. If such delivery is at the employee's home, it shall be made only when other means of delivery are not practicable.

(b) The notice shall state the date, time and place the investigation is to be held which shall be not less than four days after the date of notification or more than 15 days after the date of notification unless otherwise agreed to.

(c) The Carrier will have the responsibility of producing sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of investigation shall include the name of each person receiving the notice and the names of all witnesses known at the time of the notice that the Carrier intends to have in attendance at the hearing. The employee or the employee's duly authorized representative may bring to the attention of the responsible Carrier official the name or names of other witnesses who may provide material facts.

(d) The notice shall inform each employee so notified of the right to representation and to bring in witnesses.

(e) If any employee who is to receive a notice of investigation will not be permitted to exercise the option under Section B (2) of this agreement, the notice of investigation shall so specify.

2. Waiver of Investigation

(a) An employee who has been notified to appear for an investigation shall have the option, prior to the investigation, to discuss with the appropriate Carrier official, either personally, through or with the employee's duly authorized representative, the act or occurrence and the employee's responsibility, if any. The duly authorized representative shall be contacted and permitted to be present during any discussion held in connection with the waiver of investigation.
If disposition of the charges is made on the basis of the employee's acknowledgment of responsibility, the disposition shall be reduced to writing and signed by the employee and the official involved and shall incorporate a waiver of investigation and shall specify the maximum discipline imposed for employee's acceptance of responsibility with copy to General Chairman.

Disposition of cases under this paragraph (a) shall not establish precedents in the handling of other cases.

(b) No minutes or other record will be made of the discussions and, if the parties are unable to reach an agreed upon disposition on this basis, no reference shall be made to these discussions by either of the parties in any subsequent handling of the charges under the discipline procedure.

3. Postponements of Investigation

Consistent with the provisions of Section A.1 for a fair and impartial investigation, postponements of the formal proceeding may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld.

4. Conduct of Investigation

(a) The investigation shall be conducted by an officer of the employing Carrier who may be assisted by other officers.

NOTE: When another Carrier is involved, this will not preclude an officer of that Carrier from assisting in the hearing recognizing, in any case, that there shall be only one presiding (hearing) officer.

(b) Formal investigations shall be held on the district where the employee involved is employed or at a mutually agreed to location that will not result in any undue burden to the involved employee and at such time as will result in no loss of time for the employee, his representatives (no more than two) and his witnesses. The employee shall have the right to represent himself with his duly authorized representative present or be represented at the investigation by a maximum of three duly authorized Organization representatives, with one acting as spokesman for all. The employee(s) involved shall be afforded a reasonable opportunity to secure the presence of his representative(s) and/or necessary witnesses. The employee and/or the employee's representative(s) shall have the right to introduce witnesses in the employee's behalf, to hear all testimony introduced, to question all witnesses and examine all exhibits.

(c) The term "duly authorized representative" shall be understood to mean a member of the regularly constituted committee or an officer of the organization duly authorized to represent the employee in accordance with the Railway Labor Act, as amended.
(d) If the formal investigation is not held within the time limits specified in Section B.1(b), or the decision is not rendered within 30 calendar days from the close of the investigation, the employee will not be disciplined, will be paid for all time lost, and no disciplinary entry will be made in the employee’s personal service record.

Section C - Transcript of Investigation

1. A copy of the decision rendered shall be furnished to the duly authorized representative and the employee at the time the decision is rendered in the event discipline is assessed.

   A copy of the transcript shall be furnished to the duly authorized representative or to the employee if he represents himself at the time the decision is rendered in the event discipline is assessed. In those cases where dismissal has been assessed, the General Chairman will also be furnished a copy of the transcript of the investigation and the decision rendered.

2. It is recognized that the Carrier is responsible for ensuring that an accurate transcript of the investigative proceedings is made. However, this will not preclude the use of comparable equipment by the employee or his duly authorized representative to make a record of the proceedings for their own use.

Section D - Compensation for Attending Investigations

1. Witnesses, as referred to in Section B.1(c), who are directed by the Carrier to attend an investigation, shall be compensated for all time lost and, when incurred, will be reimbursed for reasonable and necessary expenses incurred for each day of the investigation.

2. When an employee involved in a formal investigation is not assessed discipline, the employee shall be compensated for all time lost and, when incurred, will be reimbursed for reasonable and necessary expenses incurred for each day of the investigation.

Section E - Time Limit of Appeals

1. When discipline has been assessed as a result of a formal investigation and the decision as rendered by the Carrier is not acceptable to the employee, any appeal must be presented in writing and subsequently handled in accordance with Rule 25. However, there shall not be more than two succeeding officers involved in the discipline appeals process and in cases of dismissals the employee or the General Chairman may appeal from the decision directly to the highest officer of the Carrier designated to handle disputes under the Railway Labor Act, and the Carrier officer whose decision is being appealed in all cases shall be notified within the time frame of the rejection of his decision.

2. If at any point in this appeals procedure or in the proceedings before a tribunal having jurisdiction it is determined that the employee should not have been disciplined, any charges related thereto entered in the employee’s personal service record shall be voided and, if required to lose time or if held out of service (suspended or dismissed), the employee shall be reinstated with his seniority and other rights unimpaired and made whole for time lost, if any, less outside
earnings resulting from said suspension or dismissal. An employee who is suspended or dismissed from service and is thereafter awarded full back pay for all time lost as a result of such suspension or dismissal will be covered under the National Health and Welfare Plan as if he or she had not been suspended or dismissed in the first place.

3. If discipline assessed is by suspension, time lost by an employee when held out of service shall be deducted from the assessed period of suspension.

Section F - Unjust Treatment

An employee who considers himself unjustly treated, otherwise than covered by the current agreements, shall have the same right of representation, investigation and appeal as provided in this rule if written request is made by the General Chairman to the employee’s immediate supervisor within 15 days of the cause for complaint.

Section G - Effect of Time Limits

The time limits set forth in this agreement will govern the discipline procedure to the exclusion of any other rule, practice or agreement to the contrary and such time limits may be extended by mutual agreement in writing.

NOTE: Upon request, employees shall be permitted to review their personal record file during their off-duty hours. Information regarding any alternative forms of discipline is available from union representatives or managers.

RULE 25 - CLAIMS AND GRIEVANCES

(A) All claims or grievances shall be handled as follows:

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

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

(3) The requirements outlined in paragraphs (1) and (2), pertaining to appeal by the
employee and decision by the Carrier, shall govern in appeals taken to each succeeding
officer, except in cases of appeal from the decision of the highest officer designated by
the Carrier to handle such disputes. All claims or grievances involved in a decision by
the highest officer shall be barred unless, within nine 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 month period herein referred to.

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

(C) This rule recognizes the right of representatives of the organization, party hereto, to file and
prosecute claims and grievances for and on behalf of the employees they represent.

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

(E) This rule shall not apply to requests for leniency.

(F) Pending Grievances - Violation of Agreement

While questions of grievances are pending there will be neither a shut down by the employer nor
a suspension of work by the employees.

**RULE 26 - ATTENDING COURT**

When attending court as witnesses for the Company, employees will be reimbursed for actual
necessary expenses and paid for time lost, i.e., they will be allowed compensation equivalent to
what they would have earned had such interruption not taken place. If required to attend court as
witnesses for the Company on an assigned rest day or holiday, which they would not have worked, they will be paid for eight hours at the pro rata rate each day or part thereof for such court service.

**RULE 27 - JURY DUTY**

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

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

**RULE 28 - BEREAVEMENT LEAVE**

Employees satisfying the prescribed conditions shall be allowed up to three days paid leave for
deaths of certain family members as provided in Appendix D – Bereavement Leave.

**RULE 29 – PERSONAL LEAVE**

Employees satisfying the prescribed conditions will be allowed up to two days of paid personal leave as provided in Appendix E – Personal Leave.

**RULE 30 - EMPLOYEE PROTECTION - SUBCONTRACTING**

The Shop Crafts Agreement dated September 25, 1964, as amended, relating to, among other things, Employee Protection (Appendix F) and Subcontracting (Appendix G) shall be applicable to all employees covered by this agreement the same as if the Carrier and Organization signatory hereto had been parties to said agreement but shall not be reproduced herein.

**RULE 31 - COMMITTEEEMEN**

The Carrier will not discriminate against any committeeemen who, from time to time, represent other employees, and will grant them leave of absence and free transportation where rail transportation is available on the property when delegated to represent other employees.

**RULE 32 - PAYMENT OF EMPLOYEES**

(A) Employees will be paid off biweekly and, unless receipt by U. S. Mail or electronic transfer, will be during the regular shift, except where existing state laws require a more desirable paying off condition. Should the regular payday fall on a holiday or days when the Offices are closed, employees will be paid on the preceding day.

(B) Where there is a shortage equal to one day's pay or more in the pay of an employee, a pay draft will be issued to cover the shortage, upon request of the employee.

(C) Employees leaving the service of the company will receive their pay as soon as possible, but not later than the normal pay period when due.

**RULE 33 - RAIL TRANSPORTATION**

Employees covered by this agreement and those dependent upon them for support will be given the same consideration in granting free transportation as is granted other employees in service. General committees, representing employees covered by this agreement, are to be granted same consideration as is granted general committees representing employees in other branches of the service.
RULE 34 - VACATIONS

(A) It is the intent of the parties for the Vacation provisions of this agreement to be the same as those applicable on the effective date of this agreement under the nationally negotiated non-operating craft Vacation agreements. Vacations will be granted employees covered by this agreement in accordance with the revisions of the "Vacation Agreement" signed at Chicago, Illinois, December 17, 1941, as last amended effective December 11, 1981. A synthesis of that Vacation agreement is attached as Appendix H.

(B) An employee may elect to schedule one week (six days, one day of which must be stand-by) of vacation entitlement in one-, two-, three- or four-day increments with the stipulation that:

1. The one week split vacation will be taken during the period January 1 through December 31;

2. Vacation day(s) discussed here may be scheduled upon no less than 48 hours advance notice from the employee to the proper Carrier officer, provided such day(s) may be taken only when consistent with the requirements of the Carrier's service;

3. Split-week vacation day(s) will be paid for at the regular rate of the employee's assignment; and

4. The total vacation allotment for each employee will be scheduled in accordance with past practices in one week increments. Should an employee avail himself of this election, he will schedule those days in accordance with these provisions, and they will be removed from the last two weeks scheduled. Should any days be remaining at the time of the last one week increment scheduled, the employee will take those days remaining during that week on consecutive days in the manner as assigned by the Carrier. The Carrier will have the right to distribute the work of any position vacated as a result of the application of this agreement. The Carrier shall have the option to fill or not fill the position of an employee who is absent on vacation scheduled pursuant to this agreement. If the position is filled, any employee used to fill the position of an employee off on vacation pursuant to this agreement will be paid, for all service, at the straight time pro rata rate of pay.

RULE 35 - PHYSICAL EXAMINATIONS

When there is a dispute regarding an employee's mental or physical fitness for service, the case shall be handled in the following manner:

(A) The General Chairman or the Director Labor Relations may file with the other party a written protest which shall include a copy of the medical finding; such protest shall be submitted within 30 days of knowledge of such dispute. Should the medical findings of the employee's doctor
conflict with those of the Carrier's doctor, the management and the employee shall each select a doctor, notifying each other of the name and address of the doctor selected. The two doctors thus selected shall confer and select a neutral third doctor (qualified as an expert in the field of medicine involved and qualified by the American Board or equally rated Society) who will re-examine the employee. If the two partisan doctors fail to agree on the selection of the neutral doctor, the State Medical Association will be requested to submit a list of five names of experts qualified as provided above in the field involved; the partisan doctors will then select one from such list.

(B) The neutral doctor thus selected will examine the employee and render a report within a reasonable time, not exceeding 30 days from the date of his examination, setting forth his findings as to the physical condition of the employee to meet the Carrier's medical standards. Such findings shall be accepted as final and binding.

The doctors selected by the management and employee may make to the neutral doctor any representations which they believe pertinent in connection with the examination. If representations are made in writing, copy of such representation shall be furnished the other party's doctor. If the neutral doctor decides that the employee is fit to continue in service and properly perform the employee's normal duties, such neutral doctor shall also render a further opinion, as to whether such fitness existed at the time the employee was absent from service. Should the neutral doctor conclude that the employee possessed such fitness when withheld from service, the employee will be compensated for actual loss of normal earnings during the period withheld for each working day withheld from assignment and will not be deprived of any other contractual benefit to which he may be eligible.

(C) Should the decision be adverse to the employee and his doctor later contends that the physical condition for which he was disqualified has improved sufficiently to allow him to work, a re-examination by the Carrier's doctor will be arranged upon written request of the General Chairman.

(D) The fee of the neutral doctor and any expenses incurred in connection with his examination of the employee shall be borne equally by the Carrier and the employee.

RULE 36 - EMPLOYEES INJURED AT WORK

Employees injured while at work will not be required to make accident reports before given medical attention. Medical attention will be given as quickly as possible. Employees will make an accident report as early as practicable and will not be required to sign release pending settlement of the case. Upon request, an employee will be provided a copy of his initial report of personal injury that he has signed.
RULE 37 - PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

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

(A) Covered Conditions

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

(B) 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 subparagraphs (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 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):

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<tr>
<th>Loss</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Loss of Life</td>
<td>300,000</td>
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<tr>
<td>Loss of Both Hands</td>
<td>300,000</td>
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<tr>
<td>Loss of Both Feet</td>
<td>300,000</td>
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<tr>
<td>Loss of Sight of Both Eyes</td>
<td>300,000</td>
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<tr>
<td>Loss of One Hand and One Foot</td>
<td>300,000</td>
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<tr>
<td>Loss of One Hand and Sight of One Eye</td>
<td>300,000</td>
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<tr>
<td>Loss of One Foot and Sight of One Eye</td>
<td>300,000</td>
</tr>
<tr>
<td>Loss of One Hand or One Foot or Sight of One Eye</td>
<td>150,000</td>
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</tbody>
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"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

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

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

(3) Time Loss

The Carrier will provide an employee who is injured as a result of an accident covered under paragraph (A) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic fulltime weekly compensation from the Carrier for time actually lost, subject to a maximum payment of $1,000.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to $10,000,000 for any one accident and the Carrier shall not be liable for any amount in excess of $10,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the Carrier shall not be required to pay as respects each separate employee: a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(C) Payment in Case of Accidental Death

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 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 Rule is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment there under shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Rule may be applied as an offset by the railroad against any recovery so obtained.

(F) **Subrogation**

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

The payments provided for above will be made, as above provided, for covered accidents on or after January 1, 1972.

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 this Rule 37 (Article IV, National Agreement of October 7, 1971) (employee or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by Rule 37."

(G) **Claim Handling**

(1) The District Claim Agent in the territory involved is the designated officer of the Carrier with whom claims arising under the above rules are to be handled.
(2) 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.

RULE 38 - SUPPLEMENTAL SICKNESS BENEFITS PLANS

The provisions of the Agreement dated May 10, 1973, as amended, between Carriers represented by the National Carriers' Conference Committee and employees of such Carriers operating through the Railway Employees' Department AFL-CIO (Applicable to Electrical Workers, Machinists, Boilermaker-Blacksmiths, Carmen and Firemen and Oilers) providing for a supplemental sickness benefit plan shall, while not reproduced herein, be applicable to the employees covered by this agreement.

RULE 39 - HEALTH AND WELFARE

The provisions of the National Health and Welfare Plan negotiated pursuant to the National Agreement of August 21, 1954, as this plan has been revised and amended up to and including the National Agreement of January 5, 2012, shall, while not reproduced herein, be applicable to the employees covered by this agreement.

RULE 40 - UNION SHOP - DEDUCTION AGREEMENTS

The provisions of the Union Shop Agreement dated February 27, 1953, (Appendix I) shall be applicable to all employees covered by this agreement the same as if the Carrier and Organization signatory hereto had been parties to said agreement on February 27, 1953.

The dues deduction agreement dated October 9, 1973, and the payroll deduction for Political League contributions agreement dated March 11, 1982, between the Carrier and the Organization, parties hereto, while not reproduced herein, shall be applicable to employees covered by said agreements.

RULE 41 - DIFFERENTIALS FOR COMMUNICATION WORKERS

Employees designated on the Communications Workers Roster as qualified as a CET will be allowed the eighty-five cent per hour differential as provided in Appendix J. The allowance paid Appointed Training Leaders pursuant to Appendix L is in addition to the differential provided in Appendix J.
RULE 42 - WATER AND ICE

The Management will see to it that an adequate supply of water and ice suitable for domestic use is made available to employees. Both parties recognize in all cases that ice may not be reasonably available.

RULE 43 - PURPOSES OF AGREEMENT

(A) This Agreement, except as otherwise provided herein, supersedes and cancels all existing agreements between Norfolk Southern Railway or its Railroad Subsidiaries and its employees, represented by the International Brotherhood of Electrical Workers, performing signal and communications work.

Copies of this Agreement will be retained and distributed in electronic format. The Agreement will remain available for electronic viewing on the ERC.

(B) Wherever words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply.

(C) This Agreement negotiated between the parties hereto shall, except as otherwise provided, be effective July 1, 2017, and shall continue in effect until amended or terminated in accordance with the provisions of the Railway Labor Act, as amended.

(D) This Agreement contains all the rules governing rates of pay and working conditions applicable to the Communication and Signal Department employees who are represented by the organization party hereto. It is the policy of the Carrier and the Organization party hereto, that the provisions of this agreement be applied to all employees covered by said agreement without regard to race, creed, color, age, sex, or national origin.

(E) In codifying this agreement, it is the intent of the parties to update the previous agreements with subsequent amendments, including applicable parts of nationally negotiated agreements. Except as specifically provided herein, it is not the intention of the parties’ signatory hereto to otherwise change or modify the application and/or interpretation thereto.

Should unforeseen issues arise as a result of codifying this agreement, such as the parties’ inadvertent omission of existing agreement provisions, the parties agree to meet to jointly resolve such issues. In the event of an inadvertent omission of an agreement regarding scope covered work, such agreement and associated historical practice will remain in effect unless such agreement and practice are not in conformance with other express provisions of this agreement. In addition, the parties may correct typographical errors and omissions at any time.
It is agreed that implementing agreements negotiated pursuant to the S.T.B. (or I.C.C.) New York Dock conditions (including but not limited to the March 10, 1982 Implementing Agreement between NSR, NW/SOU and IBEW; the August 3, 1998 Implementing Agreement between NSR, CSXT, CR and IBEW and the June 15, 2015 Implementing Agreement between NSR, DHS and IBEW continue in effect except for any provisions thereof which are in conflict with this agreement. It is further agreed that the single collective bargaining agreement will not in any way abrogate or reduce employee benefits provided in Implementing Agreements negotiated pursuant to New York Dock or other protective conditions.

Signed at Norfolk, Virginia this 29th day of May, 2018.

FOR THE EMPLOYEES:

J. T. Owens, General Chairman
System Council No. 6 of the
International Brotherhood of
Electrical Workers

FOR THE CARRIER:

D. L. Kerby, Assistant Vice President
Norfolk Southern Railway Company
Mr. J. T Owens, General Chairman
International Brotherhood of Electrical Workers
3620 Betty Lane
Knoxville, TN 37931

Dear Mr. Owens:

This will confirm our discussions with respect to the proper application of Rule 1 – Scope.

The parties acknowledge that Rule 1 incorporates all communications elements of PTC into the system wide provision. However, in so doing, the Rule 1 language stipulating that "practices concerning use of contractors among the component properties of the Norfolk Southern Railway System will continue" preserves the Carrier right to have installation and maintenance of the microwave base stations (including any base station components related to PTC) located along former Southern and Central of Georgia lines performed by contractor. Should any issue arise with this application of Rule 4 – Hours of Service and Basis of Pay, the parties will endeavor to resolve such on an amicable basis.

With regard to the radio component of the PTC system, no exception will be taken to the restoration of radio power when supplied by equipment maintained by another craft or the resetting of the radio during troubleshooting of the PTC system. However, another craft will not perform repairs to radio hardware or software of a character consistent with what is currently performed by IBEW Communication Workers.

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

Very truly yours,

D. L. Kerby
Assistant Vice President
Labor Relations

AGREED:

J. T. Owens
General Chairman, IBEW
Mr. J. T. Owens, General Chairman
International Brotherhood of Electrical Workers
3620 Betty Lane
Knoxville, TN 37931

Dear Mr. Owens:

This will confirm our discussions with respect to the proper application of Rule 4 – Hours of Service and Basis of Pay.

The parties acknowledge that Rule 4 prescribes a monthly rate basis of compensation that contemplates covered employees are to accomplish the requisite amount of work on each assigned day and also remain available to respond to callouts or emergencies. However, it is further understood that Rule 4 does not require expending an excessive amount of hours during the first five work days of the regular work week, without additional compensation, performing ordinary maintenance or construction that could have been deferred without adverse operational impact. With respect to the requirement to report for service on stand-by day or holiday, emergency work is defined as trouble calls from user departments involving service/repairs to telecommunications equipment necessary for railroad operations or departmental communications service interruptions. Should any issue arise with this application of Rule 4, the parties will endeavor to resolve such on an amicable basis.

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

Very truly yours,

D. L. Kerby
Assistant Vice President
Labor Relations

J. T. Owens
General Chairman, IBEW
Mr. J. T. Owens, General Chairman  
International Brotherhood of Electrical Workers  
3620 Betty Lane  
Knoxville, TN 37931  

Dear Mr. Owens:  

This will confirm our discussions regarding proper application of Rule 23 – Meal Period.  

The parties acknowledge that Rule 23 provides that line of road employees may take a meal period of 30 minutes or one hour at midday. It is also understood that with approval from supervision, line of road employees may work through their meal period in order to leave work 30 minutes or one hour early unless prevented by requirements of service or operational necessity. In this situation, an employee who works through their meal period would not be entitled to a meal expense. It is further agreed that an employee must communicate with their supervisor and advise in advance whether they desire to work through their meal period.  

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

Very truly yours,  

D. L. Kerby  
Assistant Vice President  
Labor Relations  

AGREED:  

J. T. Owens  
General Chairman, IBEW
Appendix A

Task Specific Letters
### Task Specific Letters

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MEMO OF UNDERSTANDING REACHED WITH
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
REPRESENTING THE EMPLOYEES IN THE COMMUNICATIONS DEPARTMENT
AND
THE CENTRAL OF GEORGIA RAILWAY COMPANY

It is agreed that the positions of Radioman may be assigned a
Monday through Friday work week and that one Radioman will have Saturday
as Standby Day and Sunday as Rest Day, and the other Radioman Saturday as
Rest Day and Sunday as Standby Day. Further, that these men will perform,
on their Standby Day, in addition to emergency work, the work that is
necessary to be performed seven days per week.

Signed at Savannah, Georgia, this 11th day of February, 1954,
and effective March 1, 1954.

FOR:
International Brotherhood
of Electrical Workers

By: J. N. Cortis
General Chairman.

FOR: Central of Georgia Railway Company

By: J. L. Ferrell
Assistant Director of
Personnel.

Approved:

By: F. J. Calhoun
Assistant to Vice President
and General Manager and
Director of Personnel.
April 18, 1978
jwf/wla

Mr. V. T. Wilkins
General Chairman, IBofEW
P. O. Box 3193
Portsmouth, Virginia 23701

Dear Sir:

Please refer to recent conversations and conference held on April 18, 1978 regarding the NW Microwave System and in particular the microwave towers.

Due to the unusual circumstances involved, Section 1 of the December 11, 1973 Agreement and Supplement No. 12 of the November 1, 1976 Agreements (Eastern and Lake Regions) shall read as follows:

1. Microwave Towers:

   (a) Installation - By outside concerns.

   (b) Maintenance - Structural maintenance, lamps, discs, equipment physically located on the tower, guy wires and antennas may be maintained by outside concerns. When such maintenance is performed by Carrier forces it will be performed by Electrical Workers, with the understanding that no Electrical Worker will be forced to climb the microwave towers if physically unable to do so.

The above will be effective November 1, 1978 at the termination of the Letter Agreement dated September 27, 1977 pertaining to microwave towers.

Please advise your concurrence by signing in the space below.

Yours truly,

J. R. Neikirk

ACCEPTED FOR THE EMPLOYEES: J. R. Neikirk

General Chairman, IBofEW

Labor Relations Department
Norfolk and Western Railway Company
Roanoke, Virginia 24042

J. R. Neikirk
Vice President - Administration
May 4, 1978

Mr. C. C. Williams
General Chairman
Int'l Brotherhood of Elec. Workers
1100 Anita Drive
Chattanooga, Tennessee 37411

Dear Mr. Williams:

This will record the subject of our several meetings held with mediators of the National Mediation Board handling cases A9732 and A9752 concerning your letters to me of April 1, 1974; those letters sought to have the work of installing, inspecting, repairing, maintaining and dismantling hot box detector systems added to the scope of our agreement governing employees represented by International Brotherhood of Electrical Workers in the communications section of Carrier's Communications and Signal Department.

During all of our meetings the discussions revolved about the maintenance of the hot box detector sensor heads and the electronic equipment in the track side building immediately connected thereto. We recognize that Telephone Maintainers have historically been responsible for and have performed all of the work of maintaining the physical lines and cables, including the carrier system carrying the system from the sensor equipment. Such work on telemetering carrier units, telemetering subcarrier units, buried telephone cable, open wire pole lines and base station radios at wireline hot box detectors has been done by Telephone Maintainers and not by Supervisors. On the other hand, the sensor heads and the electronic equipment connected thereto was initially installed by (and from time to time relocated by) qualified electronic contractors and has been maintained by supervisory employees of our Communications and Signal Department with assistance from Telephone Maintainers.
A significant factor that was observed was that Telephone Maintainers do not currently have the necessary test equipment, calibrated heat sources, electronic components and schematic diagrams necessary to perform in-depth hot box detector trouble clearing, nor do some of them have the extensive electronic background necessary to be qualified to handle all such work.

We agreed that the issues raised by your April 1, 1974, letters would be disposed of by an agreement to continue the practices that had been in effect up to this date. In reaching this accord, we specifically agreed that:

1. The present practice of using Telephone Maintainers to perform hot box detector work in the field will be continued.

2. Present practices whereby outside contractors make initial installation of new hot box detector systems or relocate units in the existing systems may be continued in effect. No claim will be made by any employee or representative of International Brotherhood of Electrical Workers as a result of Carrier's continuing use of such outside contractors for such installations or the continued use of Supervisors in the performance of maintenance or other work in accordance with past practices in connection with the hot box detector systems.

3. It is recognized that should the Carriers assign any other class of employees than those now performing maintenance work on the hot box detector equipment at the recording stations, that such work will be assigned to Telephone Maintainers in lieu of any other craft.
If you find the foregoing correctly sets out our agreement on the subject, will you please so indicate by signing this letter in the space indicated below and returning the same to me for my record, retaining the attached copy thereof for your record.

Very truly yours,

[signature]

Assistant Vice President, Labor Relations
Southern Railway Company,
The Cincinnati, New Orleans and Texas Pacific Railway Company,
The Alabama Great Southern Railroad Company,
The New Orleans Terminal Company,
Georgia Southern and Florida Railroad Company,
St. Johns River Terminal Company,
Central of Georgia Railroad Company

ACCEPTED AND AGREED TO:

[signature]
General Chairman
Int'l Brotherhood of Elec. Workers

WITNESSED:

[signature]
Mediator, National Mediation Board
March 14, 1980
wla/gce

Mr. V. T. Wilkins
General Chairman, IBEW
P. O. Box 3193
Portsmouth, Virginia 23701

Dear Sir:

This refers to Section 6 notice dated January 19, 1978, regarding Telephone Maintainers on the Eastern and Lake Regions and to subsequent conferences and conversations relative thereto.

As discussed during telephone conversation on March 14, 1980, it was understood that nothing in the Memorandum of Agreement dated April 9, 1980, disposing of this Section 6 Notice shall be construed as prohibiting the Carrier from continuing the present practice of permitting an outside firm from dismantling and removing pole lines and appurtenances, line wires or cables, in whole or in part.

If the above fairly describes the understanding reached, please so indicate by signing in the space provides below and returning the original for our file.

Yours truly,

[Signature]

AGREED:

[Signature]
General Chairman, IBEW
AGREEMENT

BY AND BETWEEN

SOUTHERN RAILWAY COMPANY
THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY
THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY,
GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY,
THE NEW ORLEANS TERMINAL COMPANY,
ST. JOHNS RIVER TERMINAL COMPANY
CENTRAL OF GEORGIA RAILROAD COMPANY

AND THEIR COMMUNICATIONS EMPLOYEES REPRESENTED BY

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Whereas the parties have engaged in a series of meetings in an attempt to resolve the dispute arising over July 29, 1976 Section 6 Notices served on Carriers by IBEW; and,

Whereas the objective of these negotiations is to identify the work being performed by Communications Employees on Carriers that is not set out in their Classification of Work Rules; and,

Whereas Rule 2 - "Classification of Work" of the schedule agreement reads:

The work to be performed by respective classes of employees specified above shall consist of the following in the telephone communications service operated by the Railway Companies; such work to be divided between the respective classes hereinbefore named as specified in each separate classification of employees:

Electrical wiring, maintaining, reconstructing, rebuilding, inspecting, testing, adjusting and installing (if to be installed by carriers with their forces) of all generators, switchboards, meters, motors and controls, rheostats and controls, transformers, motor generators and storage batteries, as well as all other inside and outside telephone equipment and facilities; the winding of armatures, fields, magnet coils, rotors and transformers, as well as inside and outside telephone wiring at shops, buildings, yards and on structures, and all conduit work in connection therewith, including cable splicing and all other work connected with such inside and outside telephone plant, and, in addition, the operation, care and running repairs of motor cars assigned to or used by them. They shall also continue to maintain teletype machines.

(Effective December 17, 1951) It having been the practice to do so, nothing in this agreement shall prevent utilization of laborers to assist Telephone Main-
tainers, Linemen or Installers in performance of work such as excavating, backfilling, digging holes or erecting poles, on small jobs or where such work is performed as result of snow, sleet, hail or wind storms or floods or wrecks or similar causes and a sufficient number of Groundmen or Helpers are not available.

It is agreed that Rule 2 - "Classification of Work" of the schedule agreement is amended by adding:

Communication employees will perform maintenance, repair, inspecting, testing, adjusting, assembling, replacing, wiring, splicing, connecting, disconnecting and installing (if to be installed by Carriers with their forces) of the following additional Carriers' communication equipment:

Stationary and/or mobile, including marine, radio transmitters, receivers, repeaters, and related apparatus; radio transceiver units, including hump and tunnel antenna systems, used in the operation of mid-train (slave) locomotive units and for speed control of hump engines; remote base station radio control equipment; closed circuit television transmitters, receivers, recorder equipment, and related apparatus used in classification yards and/or shops; commercial band radio receivers used in office cars; crystal controlled power supplies used to furnish 60 Hz emergency power to standard clocks; communication consoles and related apparatus; portable radar devices; radio transmitters, receivers, repeaters, and related apparatus; microwave transmitters, receivers, repeaters, and related apparatus; internal shop telephone systems, paging systems, talk back speaker systems, and related apparatus; electronic equipment components used for track scales; alarm systems, bells, and buzzers; battery chargers and magnetos; and electronic and/or electrical testing instrument and devices.

It is also agreed that whenever Carrier employees are used to maintain, service, inspect or adjust commercial band television receivers in office cars, inter office communication systems and related apparatus, or tape recorders, such work will be assigned to Communications Employees covered by this Agreement. It is not the intent of the Companies to reduce the degree of participation that Communications Employees have enjoyed in the past in such work. Data and equipment logs will be maintained as required by law or the Carrier.

Where the term "related apparatus" is used in this agreement, it is intended to mean any items such as, but not limited to, conduit, cables, coaxial cables, multiplexing equipment, power supply units, fuses, or bat-
teries that are needed to make the identified equipment operational and functional.

Communication Workers may perform welding, fusing, brazing, soldering, tinning, leading, metalizing, bonding, cutting and burning of metals with such as oxy-acetylene, electric, thermit, tungsten inert gas or any other processes used on work generally recognized as Communication Workers' work.

Communication Department vehicles may be driven by telephone maintainers and linemen. Care and minor running repairs on such vehicles are performed by covered employees.

Communication Workers will operate, care for and perform minor repairs to tractors, trenchers, digging machines, hole digging machines, and all other types of tools and machines they use on or off track to perform work as set forth in this Classification of Work Rule.

It is understood that the Division of Work Agreement of August 29, 1951, the Agreement of January 27, 1965, "Employee Protection and Subcontracting", and the letter agreement covering hot box detectors, dated May 4, 1978, will remain in full force and effect and this amendment shall not alter, change, or amend those agreements in any manner.

This Agreement is effective July 1, 1980 and is in full and final settlement of that portion of IBEW's July 29, 1976 Notice to revise and supplement the existing Communication Workers Classification of Work Rule served under Section 6 of the Railway Labor Act, as amended. The parties will resume negotiations within thirty (30) days in a good faith effort to resolve the remaining issues. The provisions of this Agreement shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Washington, D.C. this 14th day of May, 1980.

FOR THE EMPLOYEES:

C.C. Williams, Jr.
General Chairman
International Brotherhood of Electrical Workers

FOR THE CARRIERS:

[Signature]
Assistant Vice President,
Labor Relations
Southern Railway Company,
The Cincinnati, New Orleans and Texas Pacific Railway Company,
The Alabama Great Southern Railroad Company,
Georgia Southern and Florida Railway Company,
The New Orleans' Terminal Company,
St. Johns River Terminal Company,
Central of Georgia Railroad Company
MEMORANDUM OF UNDERSTANDING

Whereas it is the Carriers' position that telephone equipment and related apparatus is currently covered by Rule 2 - Classification of Work, it is understood and agreed that all telephone equipment and related apparatus owned by the Carriers signatory hereto has been and shall continue to be maintained, repaired and installed (when installed by Carrier with their forces) by Communication Workers under the Classification of Work Rule.

Signed at Washington, D.C. this 14th day of May, 1980.

FOR THE EMPLOYEES:

[Signature]
General Chairman
International Brotherhood of Electrical Workers

FOR THE CARRIERS:

[Signature]
Assistant Vice President, Labor Relations
Southern Railway Company,
The Cincinnati, New Orleans and Texas Pacific Railway Company,
The Alabama Great Southern Railroad Company,
Georgia Southern and Florida Railway Company,
The New Orleans Terminal Company,
St. Johns River Terminal Company,
Central of Georgia Railroad Company
November 11, 1981

Mr. V. T. Wilkins
General Chairman, IBEW
P. O. Box 3193
Portsmouth, VA 24701

Dear Sir:

This refers to recent conversations relative to the performance of refrigeration and air conditioning work.

It was understood that refrigeration and air conditioning work which is now being performed by contractors may continue to be performed in such manner. However, if the Carrier decides to perform any of this contracted work on the property, that portion which may fall under the IBEW Classification of Work Rules will be performed by members of the electrical craft.

Please advise your concurrence by signing in the space provided below.

Yours truly,

J. R. Neikirk

By W. J. Allenman, Jr.
System Director Labor Relations

Agreed:

W. J. Allenman, Jr.
General Chairman, IBEW
August 20, 1984
T&T-MISCL-72-14

Mr. V. T. Wilkins  
General Chairman, IBEW  
P. O. Box 3193  
Portsmouth, Virginia 23701

Dear Sir:

This refers to conversations held August 14 and 15, 1984 regarding stored program computer driven nodes which will be located at Norfolk and Roanoke, VA, Bellevue, OH and Decatur, IL.

Pursuant to our discussions, it is understood that due to the technology and complexity of the nodes they will be installed and maintained by outside concerns. No communication employees will be furloughed as a result of the installation and maintenance of these nodes.

Please advise your concurrence of the above by signing in the space indicated below.

Yours truly,

R. C. Steele, Jr.

By W. J. Allman,
System Director Labor Relations

FOR THE EMPLOYEES:

Vernon L. Wilkins  
General Chairman, IBEW

6/T-019/SCL
AGREEMENT

BY AND BETWEEN

SOUTHERN RAILWAY COMPANY
CENTRAL OF GEORGIA RAILROAD COMPANY
THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY
THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY
GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY
NEW ORLEANS TERMINAL COMPANY
ST. JOHNS RIVER TERMINAL COMPANY

AND THEIR COMMUNICATIONS EMPLOYEES

REPRESENTED BY

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

-- -- --

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

Effective June 1, 1987, Rule 2 - Classification of Work, of the schedule agreement shall be amended to include "hot box detector systems:," and to substitute "yard hump engine speed control systems" for "speed control of hump engines."

It is further agreed and understood that wherever the agreement requires Carriers to either furnish lodging or reimburse an employee's actual necessary expenses incurred in obtaining lodging, lodging shall be deemed to mean facilities which are suitable, clean, healthful and sanitary, with not more than two men occupying one twin-bedded room.

Signed at Atlanta, Georgia this 29th day of May, 1987.

For the Employees For the Carriers

[Signatures]

General Chairman, International Brotherhood of Electrical Workers

Assistant Vice President
Labor Relations
Southern Railway Company
Central of Georgia Railroad Company
The Cincinnati, New Orleans and Texas Pacific Railway Company
The Alabama Great Southern Railroad Company
Georgia Southern and Florida Railway Company
The New Orleans Terminal Company
St. Johns River Terminal Company
Mr. C. A. Meredith, General Chairman  
System Council #6  
International Brotherhood of Electrical Workers  
Route 2, Box 83  
Ringgold, Georgia 30736

Dear Mr. Meredith:

This confirms the understandings reached during the discussions leading to the agreement signed this date regarding the modification of Rule 2 – Classification of Work.

It was agreed that, while Carrier would immediately begin assigning work on hot box detector systems to Communications Workers, a few employees might not be fully familiar with all of the equipment. Therefore, in order to give those employees sufficient time to become qualified to perform the necessary maintenance and repair on hot box detector equipment, it was understood that no claims based on supervisors performing work on this equipment would be initiated before January 1, 1988. It was further understood that, in accordance with the past practice on the property, "hot box detector systems" as used in that agreement does not include any equipment located in Carrier's General Office Buildings in Atlanta, Georgia; however, should Carrier assign the maintenance of such equipment to any craft, it would be assigned to Communications Workers in lieu of any other craft.

Yours truly,

R. C. Steele, Jr.

I Concur

C. A. Meredith  
General Chairman, IBEW
Mr. C. A. Meredith, General Chairman  
International Brotherhood of Electrical Workers  
Route 11, Box 620  
Ringgold, Georgia 30736  

Dear Mr. Meredith:

As I promised in our conversation regarding hump engine speed control systems and our meeting in Macon, Georgia on February 17, 1994, the following represents how we plan to handle the repairs to these systems.

When trouble is suspected in the ground based system, non-IBEW workers may test the connections and circuits between the Process Control Unit and the Transmitter, and the connections and circuits on the output side of the Transmitter. If trouble is found to be in the Transmitter, non-IBEW workers may remove cables and reinstall them in the stand-by unit and remove the bad order Transmitter unit which will be repaired, if possible and on a timely basis, by IBEW employees. If repair is not possible in-house, or if repair cannot be made in timely fashion, the Transmitter will be forwarded by the Carrier to an outside authorized repair agent. Installations which are not identical to that in Macon, but similar in function, will be treated as closely as possible, to the procedure described above.

If this is your understanding, please note below, returning one copy to me.

Yours truly,

G. J. Sniffen, Jr.
September 28, 2000

CO-ATLA-00-04, et al.

Mr. C. A. Meredith
General Chairman
200 Meredith Lane
Ringgold, GA 30736

Dear Mr. Meredith:

This refers to previous correspondence and confirms our discussions in conference in Atlanta, Georgia on September 20 and 21, 2000, in which we discussed the following claims:

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<tr>
<td>CO-SOMS-00-01v</td>
<td>(EW-886)</td>
</tr>
</tbody>
</table>

During conference, the parties agreed that the above-listed cases were settled without prejudice, and the following allowances would be made:

Allow P. J. Best and G. K. Hughes eight hours each at their rate in effect in January 2000.
Allow Maintainer R. A. Bruch [redacted] two hours at his rate in effect for June 2000.

The first available technician (either IBEW or outside concern) may be utilized to perform trouble calls on Safetran DTX equipment at Knoxville, Tennessee.

Repair to Harris microwave radio and Newbridge multiplex equipment will be assigned to IBEW-represented communications employees.

A. D. St. Clair will regain authorization to do necessary work on the Newbridge equipment at Roanoke and will be counseled concerning his responsibilities regarding this work.

The parties further agreed that after they are installed on the former Southern Railway property, the maintenance of wheel impact detectors will be assigned to IBEW-represented communications employees, and that there would be further discussions regarding the issue of assigning microwave work on the former Southern Railway property to communications employees. The parties further agreed that these dispositions were made without prejudice to the position of either party, would not be cited in the handling of any other claim, and constitute full and final settlement of the above listed claims which are hereby withdrawn without prejudice.

Please indicate your concurrence in this matter by signing in the space below and returning one of the originals of this letter to us for our records.

Very truly yours,

R. G. Lockery

By: L. F. Miller, Jr.
Assistant Director
Labor Relations

AGREED:

C. A. Meredith
General Chairman, IBEW
April 4, 2001

NC-CO-1

Mr. R. L. Lombardi
General Chairman, IBEW
1015 Chestnut Street, Room 515
Philadelphia, PA 19107

Dear Mr. Lombardi:

This refers to our previous discussions concerning the Company's desire
to transfer certain radio work to division radio shops at Elkhart,
Indiana on the Dearborn Division, at Pittsburgh (Conway), Pennsylvania
on the Pittsburgh Division, and at Harrisburg (Enola), Pennsylvania on
the Harrisburg Division.

It is agreed that, without prejudice to the positions of either party,
this transfer will be effective May 1, 2001, and will consist of the
following rearrangement of forces:

- CET positions to be established at the division radio shops.
  
  * Elkhart, IN - 3
  * Pittsburgh (Conway), PA - 3
  * Harrisburg (Enola), PA - 2

- Positions to be abolished.

<table>
<thead>
<tr>
<th>Location</th>
<th>Current Occupant</th>
</tr>
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<tbody>
<tr>
<td>Chicago, IL</td>
<td>T. A. Balkas</td>
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<tr>
<td>Hammond, IN</td>
<td>P. S. Magana</td>
</tr>
<tr>
<td>Jackson, MI</td>
<td>R. E. Mason</td>
</tr>
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<td>Jackson, MI</td>
<td>S. B. Kershaw</td>
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<tr>
<td>Toledo, OH</td>
<td>N. C. McPherson</td>
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<td>K. D. Roza</td>
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<td>J. P. Wiener</td>
</tr>
<tr>
<td>Altoona, PA</td>
<td>G. A. Simendinger</td>
</tr>
<tr>
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<td>R. T. Hauck</td>
</tr>
<tr>
<td>Altoona, PA</td>
<td>S. P. Walker</td>
</tr>
<tr>
<td>Reading, PA</td>
<td>R. J. Alexander</td>
</tr>
<tr>
<td>Abrams, PA</td>
<td>S. D. Wise</td>
</tr>
<tr>
<td>Easton, PA</td>
<td>L. S. Taggart</td>
</tr>
</tbody>
</table>

Bulletins for job abolishments and establishments will be posted at the
appropriate time.
Positions to be converted from CET to TM.

<table>
<thead>
<tr>
<th>Location</th>
<th>Current Occupant</th>
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<tr>
<td>Hammond, IN</td>
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<td>H. L. Thrasher</td>
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<td>Jackson, MI</td>
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<td>Elkhart, IN</td>
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<td>Canton, OH</td>
<td>G. E. Herrington</td>
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<td>H. A. Lofgren</td>
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<tr>
<td>Abrams, PA</td>
<td>J. B. Steelman</td>
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<tr>
<td>Clayton, DE</td>
<td>H. J. Heintz</td>
</tr>
</tbody>
</table>

As a result of this conversion of positions from CET to TM, the current occupant on the date of this letter will have the option of retaining the position and taking the conditions of the converted position or, in lieu thereof, may voluntarily choose to exercise seniority rights in accordance with the controlling provisions of the schedule agreement.

Additionally, in view of the special circumstances involved herein, it is agreed, without prejudice to the positions of either party as to whether this rearrangement of forces is or is not a New York Dock coordination, that any employee who is adversely affected or who is required to relocate as a result of this rearrangement of forces will be entitled to appropriate benefits equivalent to those contained in New York Dock and additionally described in side letter #2 revised, dated May 28, 1999, of the August 3, 1998 Implementing Agreement. It is further agreed that the contents of this understanding shall not be referred to by either party in any future rearrangement of forces or transfer of work.

Very truly yours,

H. R. Mobley

AGREED:

R. L. Lombardi, General Chairman
April 4, 2001
NC-CO-1
Side Letter #1

Mr. R. L. Lombardi
General Chairman, IBEW
1015 Chestnut Street, Room 515
Philadelphia, PA 19107

Dear Mr. Lombardi:

This refers to the rearrangement of forces described in the letter agreement dated April 4, 2001. Due to the special circumstances involved, the parties agree to the following arrangement:

An employee occupying a CET position on the date of this agreement will continue to receive the CET rate, as adjusted by subsequent general wage increases and including differential, for work performed on a position in Class 1 (CET) or Class 2 (TM) of the IBEW-NW Eastern Region Agreement for a period of time equal to six (6) years from the date of this agreement or the employee’s years of service, whichever is less.

This arrangement will be in effect provided all CET radio shop positions established as a result of this agreement are filled. In the event that all CET radio shop positions established under this agreement are not filled, Carrier will approach those employees formerly occupying CET positions who are assigned to TM positions in reverse seniority order and offer the unfilled CET positions to these employees, who must either accept the unfilled CET position or lose the CET rate extension on his present position.

The parties also agree that the loss of the CET rate extension provided above, resulting from either a failure to accept an unfilled CET position or from the expiration of the time period, will not serve as a basis for claims that an employee has been adversely affected by the rearrangement of forces described in the letter agreement dated April 4, 2001.

Very truly yours,

H. R. Mobley

AGREED:

R. L. Lombardi, General Chairman
April 4, 2001

NC-CO-1

Side Letter #2

Mr. R. L. Lombardi
General Chairman, IBEW
1015 Chestnut Street, Room 515
Philadelphia, PA 19107

Dear Mr. Lombardi:

This refers to the rearrangement of forces described in the letter agreement dated April 4, 2001. During the discussions leading to this agreement, it was agreed that Carrier would furnish a list of all positions and the incumbents of those positions it designates as CET positions on the Northern Region, as of the date of this agreement.

If IBEW disagrees that any of the positions on this list are properly CET positions, it will identify those positions and the parties will attempt to resolve any dispute over the issue of whether or not such positions are properly CET positions. If the parties are unable to resolve this issue, the matter will be resolved in accordance with Section 3 of the Railway Labor Act.

This list is attached as Appendix A.

Very truly yours,

H. R. Mobley

AGREED:

R. L. Lombardi, General Chairman
**APPENDIX A - CET Positions as of rearrangement**

<table>
<thead>
<tr>
<th>Radio Shop</th>
<th>ELKHART</th>
<th>CONWAY</th>
<th>ENOLA</th>
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<td>Blue Mtn</td>
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<td>Wells IT</td>
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<th>Hessert, R.W.</th>
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| CD509 - 521 | PT 290 - 353 |
|            | Conemaugh Line |

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April 4, 2001

NC-CO-1

Side Letter #3

Mr. R. L. Lombardi
General Chairman, IBEW
1015 Chestnut Street, Room 515
Philadelphia, PA 19107

Dear Mr. Lombardi:

This refers to the rearrangement of forces described in the letter agreement dated April 4, 2001, and the issue of four (4) BRS represented employees grandfathered on communications positions by the August 3, 1998 IBEW-BRS Implementing Agreement. These BRS Communication positions were abolished in January 2001; however, the abolishments were rescinded in March 2001, and the grandfathered BRS represented employees were restored to their communications positions pending the outcome of an expedited arbitration between BRS and NSR.

As a result of changes made to IBEW Communication position territories in January 2001 after the abolishment of the four (4) BRS Communications positions, some IBEW Communications positions now include territory formerly covered by the BRS Communications positions. Therefore, the restoration of the BRS Communication positions in March 2001 resulted in overlapping coverage.

There may be a subsequent rearrangement of IBEW Communications territories to eliminate overlapping coverage if continuation of the BRS Communications positions is required by the outcome of the arbitration between BRS and NSR. In such case, the parties agree that IBEW represented employees who are adversely affected or required to relocate by the subsequent rearrangement of territories described above will be treated in the same manner as employees who are adversely affected or required to relocate by the rearrangement of forces described in the letter agreement dated April 4, 2001.

The parties agree that the foregoing is without prejudice to the positions of either party and the contents of this understanding will not be referred to by either party in any future disputes.

Very truly yours,

H. R. Mobley

AGREED:

R. L. Lombardi, General Chairman
April 4, 2001

NC-CO-1

Side Letter #4

Mr. R. L. Lombardi
General Chairman, IBEW
1015 Chestnut Street, Room 515
Philadelphia, PA 19107

Dear Mr. Lombardi:

This refers to the rearrangement of forces described in the letter agreement dated April 4, 2001, with respect to employees exercising seniority as a result of the conversion of positions from CET to TM.

The parties recognize that certain employees might be displaced as a result of the voluntary exercise of seniority by occupants of the positions to be converted from CET to TM. This will confirm our understanding that such displaced employees who are adversely affected or required to relocate will be entitled to appropriate benefits described in the April 4, 2001 letter agreement.

The parties agree that the foregoing is without prejudice to the positions of either party and the contents of this understanding shall not be referred to by either party in any future disputes.

Very truly yours,

H. R. Mobley

R. L. Lombardi, General Chairman
July 3, 2002

CW-CO-3-1

Mr. C. A. Meredith
General Chairman, IBEW
200 Meredith Lane
Ringgold, Georgia 30736

Dear Mr. Meredith:

This will confirm our discussions concerning the June 6, 2002 Notice served pursuant to Article I, Section 4 of the September 25, 1964 Agreement and Article I, Section 4 of the January 27, 1965 Agreement advising that on or about August 12, 2002, the servicing and repairing of end of train and head of train devices will be discontinued.

It is understood and agreed:

Employees whose positions are to be abolished in connection with this discontinuance of the servicing and repairing of end of train and head of train devices are listed in Attachment A. Employees adversely affected as a result of the abolishment listed on Attachment A or the exercise of seniority rights by an employee whose position is abolished as listed on Attachment A will be afforded the benefits prescribed in Article I of the September 25, 1964 Agreement and January 27, 1965 Agreements. However, for the purposes of this transaction, those Agreements are modified as follows:

A. The coordination allowance described in Article I, Section 6 will be paid at 100% of the employee's average monthly compensation (AMC), rather than 60%. Affected employees entitled to coverage under this agreement will be furnished their AMC within 30 days of the date adversely affected.

B. Length of protection shall be computed in accordance with Article I, Section 6 but is modified to reflect a maximum length of protection of 72 months rather than 60 months.

Moreover, in consideration of the desire by NSR to offer continuing employment to current employees who desire to retain employment with NSR and in consideration of the enhanced protective benefits, we agreed:
1. A Communications Department employee whose job is abolished as listed on Attachment A shall initially be offered an Electrician position in the Mechanical Department seniority point at the same location of such employee's former assignment. Such Communications Department employee may accept this position in the Mechanical Department in lieu of exercising Communications Department seniority. Communications Department employees accepting such Mechanical Department position shall establish seniority on the applicable Mechanical Department seniority roster as of first day they perform service (unless already possess a seniority date on such roster) and continue to retain and accumulate seniority in the Communications Department; however, such employee may not exercise Communications Department seniority as long as a position at the Mechanical Department seniority point is available to them. In the event that after commencing work in the Mechanical Department such employee, due to circumstances beyond the employee's control, is unable to retain a position at the Mechanical Department seniority point such employee must, within ten days of last service in the Mechanical Department, exercise seniority rights in the Communications Department or be furloughed without protection during the furlough.

2. A Communications Department employee who is displaced as the result of exercise of seniority rights by an employee whose position is abolished as listed on Attachment A, shall be offered the Electrician position in the Mechanical Department that the employee exercising the displacement right chose not to accept. However, NSR may instead choose to offer an Electrician position at a Mechanical Department seniority point closer to the displaced employee’s residence. The employee being displaced may choose to accept the Mechanical Department position in lieu of exercising Communications Department seniority and retain former seniority under the same terms described in paragraph (1).

3. A Communications Department employee who is offered a position under (1) or (2) above who does not exercise seniority in the Communications Department or accept the offer of the Electrician position in the Mechanical Department shall be furloughed without protection during the furlough.

4. A Communications Department employee who either accepts a position under (1) or (2) above or exercises seniority and as a result is required to change residence will be entitled to the moving and real estate benefits provided in Article I of the September 25, 1964 Agreement and January 27, 1965 Agreement except that the maximum number of working days such employee may be reimbursed for his

1A change of residence is required if the employee’s former reporting point and former residence are greater than 50 miles from the reporting point of the employee’s new position.
own actual wage loss while moving his household and other personal effects is increased to 3. Such employee may elect a $10,000 lump sum payment in lieu of these moving and real estate benefits.

5. An employee whose job is abolished, or who is displaced by an employee whose job is abolished, in connection with this transaction may, if he/she would otherwise be furloughed and eligible for a dismissal allowance under this agreement, be offered a position, preferably IBEW-represented, at any location by the Carrier. Such an employee who is offered a position shall elect, within thirty days of notification of such offer, to: a) accept the offer; b) if change of residence required, resign from all service and accept a lump sum separation computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936 (less any gross amounts of dismissal allowances already paid); or c) be furloughed without protection during the furlough. An employee accepting such offer in another Department or craft will retain their seniority under the same principles as in paragraphs (1) and (2) above and if as a result of such acceptance is required to change residence such employee will be afforded moving and real estate benefits as provided in paragraph (4).

In consideration of the enhanced benefits and employment opportunity outlined above, it is understood that this arrangement constitutes full and final resolution of the issues related to future procurement of servicing and repairing of end of train and head of train devices.

This agreement fulfills all of the requirements of Article I, of the September 25, 1964 Agreement and January 27, 1965 Agreements and is made without prejudice to the parties' positions with respect to future changes in operations or transactions.

Very truly yours,

H. R. Mobley
Assistant Vice President
Labor Relations

Attachment

I agree:

C. A. Meredith
General Chairman, IBEW
### ATTACHMENT A

**Abolishments - EOT/HOT Device**

<table>
<thead>
<tr>
<th>Location</th>
<th>Employee</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atlanta</td>
<td>G. W. Williams</td>
<td>Mechanical</td>
</tr>
<tr>
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<td>R. C. Bores</td>
<td>Mechanical</td>
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<td>Bellevue</td>
<td>T. A. Talkington</td>
<td>C&amp;S</td>
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<td>Birmingham</td>
<td>T. Criss</td>
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<tr>
<td>Elkhart</td>
<td>M. A. Williams</td>
<td>C&amp;S</td>
</tr>
<tr>
<td>Enola</td>
<td>J. A. Gipe</td>
<td>C&amp;S</td>
</tr>
<tr>
<td>Enola</td>
<td>R. J. Alexander</td>
<td>C&amp;S</td>
</tr>
<tr>
<td>Macon</td>
<td>J. L. Crowell</td>
<td>Mechanical</td>
</tr>
<tr>
<td>Roanoke</td>
<td>D. M. Cook</td>
<td>Mechanical</td>
</tr>
<tr>
<td>Roanoke</td>
<td>R. R. Bryant</td>
<td>C&amp;S</td>
</tr>
<tr>
<td>Roanoke</td>
<td>D. A. Capobianco</td>
<td>C&amp;S</td>
</tr>
<tr>
<td>Spencer</td>
<td>T. A. Johnson</td>
<td>C&amp;S</td>
</tr>
</tbody>
</table>
July 3, 2002

CW-CO-3-1

Mr. C. A. Meredith
General Chairman, IBEW
200 Meredith Lane
Ringgold, Georgia 30736

Dear Mr. Meredith:

This will confirm our discussions concerning employees accepting positions, for which they do not currently possess seniority, that are offered in accordance with paragraphs (1), (2), or (5) of the July 3, 2002 agreement in connection with discontinuance of the servicing and repairing of end of train and head of train devices.

It is agreed that such employees shall have their prior service credited for vacation, personal leave and other benefits that employees are provided based on qualifying years of service. To the extent practicable, such employees' vacation requests for the remainder of year 2002 that were previously approved by management on their former position will be honored on the position they accept.

Very truly yours,

H. R. Mobley
Appendix B

Sample Advertisement Bulletin
BULLETIN #

NORFOLK SOUTHERN RAILWAY COMPANY
COMMUNICATIONS AND SIGNAL DEPARTMENT
ATLANTA, GEORGIA

DATE

COMMUNICATIONS EMPLOYEES – SENIORITY REGION & PRIOR RIGHTS TERRITORY

Qualified employees desiring the following POSITION TITLE assignment, last held by EMPLOYEE NAME & REASON, will submit their application by letter to the undersigned, no later than midnight of DATE.

ATTN: Adrienne Williams
1200 Peachtree St. NE, Box 159
Atlanta, GA 30309
Phone: 404-582-4555
Fax: 404-582-6409

<table>
<thead>
<tr>
<th>HEADQUARTERS</th>
<th>REST DAY</th>
<th>PAY RATE</th>
</tr>
</thead>
</table>

TERRITORY:

The normal starting time for the above assignment (known as JP# ?????) will be

For all CET’s use:

Employee filling this position will be required to have a valid F.C.C. Radio Telephone License or equivalent, a valid driver’s license and will be required to reside in the vicinity of his headquarters.

For all CM’s use:

Employee filling this position will be required to have a valid driver’s license and will be required to reside in the vicinity of his headquarters.

Tanya R. Hester
Manager Administrative Services
Appendix C

Sample Assignment Bulletin
COMMUNICATIONS EMPLOYEES – REGION/PRIOR RIGHTS TERRITORY

Reference Bulletin # AND DATE, advertising the POSITION AND JOB # assignment headquartered at LOCATION.

Effective Monday, DATE/EMPLOYEE NAME is assigned to this position.

or

No Assignment will be made to this position as no bids were received.
Appendix D

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

Questions and answers concerning bereavement leave were prepared jointly by various railway labor organizations and the National Railway Labor Conference.

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

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

(a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;

(b) three consecutive calendar days, ending the day of the funeral service; or

(c) three consecutive calendar days, ending the day following the funeral service.

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

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

EXAMPLE: Employee has a work week of Monday to Friday, off days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At the maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday, and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on
one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?

A-3: A maximum of two days.

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

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

Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?

A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.
Appendix E

Personal Leave
(Article X of the January 8, 1982 National Agreement)

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.
Appendix F

Employee Protection
MEDIATION AGREEMENT

This Agreement made this 25th day of September, 1964, by and between the participating carriers listed in Exhibits A, B and C attached hereto and made a part hereof and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, end the employees of such carriers shown thereon and represented by the railway labor organizations signatory hereto, through the Railway Employees' Department, AFL-CIO,

Witnesseth:

IT IS AGREED:

ARTICLE I - EMPLOYEE PROTECTION

Section 1

The purpose of this rule is to afford protective benefits for employees who are displaced or deprived of employment as a result of changes in the operations of the carrier due to the causes listed in Section 2 hereof, and, subject to the provisions of this Agreement, the carrier has and may exercise the right to introduce technological and operational changes except where such changes are clearly barred by existing rules or agreements.

Any job protection agreement which is now in effect on a particular railroad which is deemed by the authorized employee representatives to be more favorable than this Article with respect to a transaction such as those referred to in Section 2 hereof, may be preserved as to such transaction by the representatives so notifying the carrier within thirty days from the date of receipt of notice of such transaction, and the provisions of this Article will not apply with respect to such transaction.

None of the provisions of this Article shall apply to any transactions subject to approval by the Interstate Commerce Commission, if the approval order of the Commission contains equal or more favorable employee protection provisions, or to any transactions covered by the Washington Job Protection Agreement.

Section 2

The protective benefits of the Washington Job Protection Agreement of May, 1936, shall be applicable, as more specifically outlined below, with respect to employees who are deprived of employment or placed in a worse position with respect to compensation and rules governing working conditions as a result of any of the following changes in the operations of this individual carrier:

a. Transfer of work;
b. Abandonment, discontinuance for 6 months or more, or consolidation of facilities or services or portions thereof;

c. Contracting out of work;

d. Lease or purchase of equipment or component parts thereof, the installation, operation, servicing or repairing of which is to be performed by the lessor or seller;

e. Voluntary or involuntary discontinuance of contracts;

f. Technological changes; and,

g. Trade-in or repurchase of equipment or unit exchange.

Section 3

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to work due to disability or discipline, or failure to obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements, or reductions in forces due to seasonal requirements, the layoffs of temporary employees or a decline in a carrier's business, or for any other reason not covered by Section 2 hereof. In any dispute over whether an employee is deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions due to causes listed in Section 2 hereof or whether it is due to the causes listed in Section 3 hereof, the burden of proof shall be on the carrier.

Section 4

The carrier shall give at least sixty (60) days ninety (90) days in cases that will require a change of employee's residence) written notice of the abolition of jobs as a result of changes in operations for any of the reasons set forth in Section 2 hereof, by posting a notice on bulletin boards convenient to the interested employees and by sending certified mail notice to the General Chairman of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes in operations, including an estimate of the number of employees of each class affected by the intended changes, and a full disclosure of all facts and circumstances bearing on the proposed discontinuance of positions. The date and place of a conference between representatives of the carrier and the General Chairman or his representative, "at his option," to discuss the manner in which and the extent to which employees may be affected by the changes involved, shall be agreed upon within ten (10) days after the receipt of said notice, and conference shall commence within thirty (30) days from the date of such notice.

Section 5
Any employee who is continued in service, but who is placed, as a result of a change in operations for any of the reasons set forth in Section 2 hereof, in a worse position with respect to compensation and rules governing working conditions, shall be accorded the benefits set forth in Section 6 (a), (b) and (c) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 6 (a) No employee of any of the carriers involved in a particular coordination who is continued in service shall, for a period not exceeding five years following the effective date of such coordination, be placed, as a result of such coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such coordination so long 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 of the position held by him at the time of the particular coordination, except, however, that if he 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 which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position which he elects to decline.

(b) The protection afforded by the foregoing paragraph shall be made effective whenever appropriate through what is hereby designated as a displacement allowance which shall be determined in each instance in the manner hereinafter described. Any employee entitled to such an allowance is hereinafter referred to as a 'displaced' employee.

Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement (such twelve (12) months being hereinafter referred to as the 'test period') and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and average monthly time paid for, which shall be the minimum amounts used to guarantee the displaced employee, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation 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 monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period."

Section 6

Any employee who is deprived of employment as a result of a change in operations for any of the reasons set forth in Section 2 hereof shall be accorded a monthly dismissal allowance in accordance with the terms and conditions set forth in Section 7(a) through (j) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 7(a). Any employee of any of the carriers participating in a particular coordination who is deprived of employment as a result of said coordination shall be accorded an allowance
(hereinafter termed a coordination allowance), based on length of service, which (except in the case of an employee with less than one year of service) shall be a monthly allowance equivalent in each instance to sixty per cent (60%) of the average monthly compensation of the employee in question during the last twelve months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the coordination. This coordination allowance will be made to each eligible employee while unemployed by his home road or in the coordinated operation during a period beginning at the date he is first deprived of employment as a result of the coordination and extending in each instance for a length of time determined and limited by the following schedule:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Period of Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 yr. And less than 2 yrs.</td>
<td>6 months</td>
</tr>
<tr>
<td>2 yrs. And less than 3 yrs.</td>
<td>12 months</td>
</tr>
<tr>
<td>3 yrs. And less than 5 yrs.</td>
<td>18 months</td>
</tr>
<tr>
<td>5 yrs. And less than 10 yrs.</td>
<td>36 months</td>
</tr>
<tr>
<td>10 yrs. And less than 15 yrs.</td>
<td>48 months</td>
</tr>
<tr>
<td>15 yrs. And over</td>
<td>60 months</td>
</tr>
</tbody>
</table>

In the case of an employee with less than one year of service, the total coordination allowance shall be a lump sum payment in an amount equivalent to sixty (60) days pay at the straight time daily rate of the last position held by him at the time he is deprived of employment as a result of the coordination.

(b) For the purposes of this agreement the length of service of the employee shall be determined from the data he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called, In determining length of service of an employee acting as an officer or other official representative of an employee organization he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(c) An employee shall be regarded as deprived of his employment and entitled to a coordination allowance in the following cases:

1. When the position which he holds on his home road is abolished as result of coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the coordinated operation, or

2. When the position he holds on his home road has not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of said coordination, or by other employees, brought about as a proximate consequence of the coordination, and if he is unable by the exercise of his seniority rights to secure another position on his home road or a position in the coordinated operation."
"(d) An employee shall not be regarded as deprived of employment in case of his resignation, death, retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally, dismissal for justifiable cause in accordance with the rules, or furloughed because of reduction in forces due to seasonal requirements of the service; nor shall any employee be regarded as deprived of employment as a result of a particular coordination who is not deprived of his employment within three years from the effective date of said coordination.

(e) Each employee receiving a coordination allowance shall keep the employer informed of his address and the name and address of any other person by whom he may be regularly employed.

(f) The coordination allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished while he is absent from service, he will be entitled to the coordination allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a coordination allowance on the basis of said position until the regular employee is available for service and thereafter shall revert to his previous status and will be given a coordination allowance accordingly if any is due.

(g) An employee receiving a coordination allowance shall be subject to call to return to service after being notified in accordance with the working agreement, and such employee may be required to return to the service of the employing carrier for other reasonably comparable employment for which he is physically and mentally qualified and which, does not require a change in his place of residence, if his return does not infringe upon the employment rights of other employees under the working agreement.

(h) If an employee who is receiving a coordination allowance returns to service the coordination allowance shall cease while he is so reemployed and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a coordination allowance. During the time of such reemployment however he shall be entitled to protection in accordance with the provisions of Section 6.

(i) If an employee who is receiving a coordination allowance obtains railroad employment (other than with his home road or in the coordinated operation) his coordination allowance shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his coordination allowance is based; provided that this shall not apply to employees with less than one year's service.

(j) A coordination allowance shall cease prior to the expiration of its prescribed period in the event of:

1. Failure without good cause to return to service in accordance with working agreement after being notified of position for which he is eligible and as provided in paragraphs (g) and (h).
2. Resignation.

3. Death.

4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally.

5. Dismissal for justifiable cause.

Section 7

Any employee eligible to receive a monthly dismissal allowance under Section 6 hereof may, at his option at the time he becomes eligible, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the provisions of Section 9 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 9. Any employee eligible to receive a coordination allowance under Section 7 hereof may, at his option at the time of coordination, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation, allowance determined in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Separation Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 yr. &amp; less than 2 yrs.</td>
<td>3 months pay</td>
</tr>
<tr>
<td>2 yrs. &amp; less than 3 yrs.</td>
<td>6 months pay</td>
</tr>
<tr>
<td>3 yrs. &amp; less than 5 yrs.</td>
<td>9 months pay</td>
</tr>
<tr>
<td>5 yrs. &amp; less than 10 yrs.</td>
<td>12 months pay</td>
</tr>
<tr>
<td>10 yrs. &amp; less than 15 yrs.</td>
<td>12 months pay</td>
</tr>
<tr>
<td>15 yrs. &amp; over</td>
<td>12 months pay</td>
</tr>
</tbody>
</table>

In the case of employees with less than one year's service, five days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7.

(b) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination."

Section 8

Any employee affected by a change in operations for any of the reasons set forth in Section 2 hereof shall not be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of the carrier, 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.

Section 9

Any employee who is retained in the service of the carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 10 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 10(a) Any employee who is retained in the service of any carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the carrier responsible and the organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

(b) If any employee is furloughed within three years after changing his point of employment as a result of coordination and elects to move his place of residence back to his original point of employment, the carrier shall assume the expense of moving his household and other personal effects under the conditions imposed in paragraph (a) of this section.

(c) Except to the extent provided in paragraph (b) changes in place of residence subsequent to the initial changes caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section."

Section 10

Any employee who is retained in the service of the carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 11 of the Washington Job Protection Agreement of May, 1936, reading as follows:
"Section 11 (a). The following provisions shall apply, to the extent they are applicable in each instance, to any employee who is retained in the service of any of the carriers involved in a particular coordination (or who is later restored to such service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as a result of such coordination and is therefore required to move his place of residence:

1. If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the coordination to be unaffected thereby. The employing carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.

2. If the employee is under a contract to purchase his home, the employing Carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.

3. If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

(b) Changes in place of residence subsequent to the initial change caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this Section.

(c) No claim for loss shall be paid under the provisions of this section which is not presented within three years after the effective date of the coordination.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employee and the carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the carrier, respectively; these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party."

Section 11
When positions are abolished as a result of changes in the carrier's operations for any of the reasons set forth in Section 2 hereof, and all or part of the work of the abolished positions is transferred to another location or locations, the selection and assignment of forces to perform the work in question shall be provided for by agreement of the General Chairman of the craft or crafts involved and the carrier establishing provisions appropriate for application in the particular case; provided however, that under the terms of the agreement sufficient employees will be required to accept employment within their classification so as to insure a force adequate to meet the carrier's requirements. In the event of failure to reach such agreement, the dispute may be submitted by either party for settlement as hereinafter provided.

Section 12

Any dispute with respect to the interpretation or application of the foregoing provisions of Sections 1 through 11 of this Article (except as defined in Section 10) with respect to job protection, including disputes as to whether a change in the carrier's operations is caused by one of the reasons set forth in Section 2 hereof, or is due to causes set forth in Section 3 hereof, and disputes as to the protective benefits to which an employee or employees may be entitled, shall be handled as hereinafter provided.
Appendix G

Subcontracting
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.

Article II, Subcontracting, of the September 25, 1964 National Agreement, as amended, is further amended as follows to implement the report and recommendations of Presidential Emergency Board No. 219, as interpreted and clarified by Special Board 102-29, and that report and recommendations as well as the questions and answers that interpret and clarify them are specifically incorporated herein by reference:

Article II Subcontracting

The work set forth in the classification of work rules of the crafts parties to the Imposed Agreement or, in the scope rule if there is no classification of work rule, and all other work historically performed and generally recognized as work of the crafts pursuant to such classification of work rules or scope rules where applicable, will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article II. The maintenance and repair of equipment which has been historically (not necessarily exclusively) maintained and repaired by a carrier’s own employees, no matter how purchased or made available to the carrier, shall not be contracted out by the carrier except in the manner specified. In determining whether work falls within either of the preceding sentences, the practices at the facility involved will govern.

Section 1 Applicable Criteria

Subcontracting of work, including unit exchange, will be done only when genuinely unavoidable because (1) managerial skills are not available on the property but this criterion is not intended to permit subcontracting on the ground that there are not available a sufficient number of supervisory personnel possessing the skills normally held by such personnel; or (2) skilled manpower is not available on the property from active or furloughed employees; or (3) essential equipment is not available on the property; or (4) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or (5) such work cannot be performed by the carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed and provided further that if work which is being performed by railroad employees in a railroad facility is subcontracted under this criterion, no employees regularly assigned at that facility at the time of the subcontracting will be furloughed as a result of such subcontracting. Unit exchange as used herein means the trading in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts.
As to the purchase of component parts which a carrier had been manufacturing to a significant extent, such purchases will be subject to the terms and conditions of this Article II.

**Section 2. Advance Notice Submission of Data Conference**

If the carrier decides that in the light of the criteria specified above it is necessary to subcontract work of a type currently performed by the employees, it shall give the General Chairman of the craft or crafts involved notice of intent to contract out and the reasons therefore, together with supporting data sufficient to enable the General Chairman to determine whether the contract is consistent with the criteria set forth above.

Advance notice shall not be required concerning minor transactions. A minor transaction is defined for purposes of notice as an item of repair requiring eight man-hours or less to perform (unless the parties agree on a different definition) and which occurs at a location where mechanics of the affected craft, specialized equipment, spare units or parts are not available or cannot be made available within a reasonable time.

The General Chairman or his designated representative will notify the carrier within ten days from the postmarked date of the notice of any desire to discuss the proposed action. Upon receipt of such notice the carrier shall give such representative of the organization at least ten days advance notice of a conference to discuss the proposed action.

If no agreement is reached at the conference following the notification, either party may submit a demand for an expedited arbitration within five working days of the conference. Except in emergencies, the carrier shall not consummate a binding subcontract until the expedited procedures have been implemented and the arbitrator has determined that the subcontract is permissible, unless the parties agree otherwise. For this purpose, an “emergency” means an unforeseen combination of circumstances, or the resulting state, which calls for prompt or immediate action involving safety of the public, employees, and carriers’ property or avoidance of unnecessary delay to carriers’ operations.

**Section 3. Request for Information When No Advance Notice Given**

If the General Chairman of a craft requests the reasons and supporting data for the subcontracting of work for which no notice of intent has been given, in order to determine whether the contract is consistent with the criteria set forth above, such information shall be furnished him promptly. If a conference is requested by the General Chairman or his designated representative, it shall be arranged at a mutually acceptable time and place. Any dispute as to whether the contract is consistent with the criteria set forth in Section 1 may be processed to a conclusion as hereinafter provided.

Disputes concerning a carrier’s alleged failure to provide notice of intent or to provide sufficient supporting data in a timely manner in order that the general chairman may reasonably determine whether the criteria for subcontracting have been met, also may be submitted to a member of the arbitration panel, but not necessarily on an expedited basis. In the event the parties are unable to agree on a schedule for resolving such a dispute, the arbitrator shall establish the schedule.
Section 4 – Establishment of Subcontracting Expedited Arbitration Panels

The parties shall establish expedited panels of neutral arbitrators at strategic locations throughout the United States, either by carrier or region. Each such panel shall have exclusive jurisdiction of disputes on the carrier’s system or in the applicable geographical region, as the case may be, under the provisions of Article II, Subcontracting, as amended by this Imposed Agreement. The members of each of those panels shall hear cases or a group of cases on a rotating basis. Arbitrators appointed to said panels shall serve for terms of two years provided they adhere to the prescribed time requirements concerning their responsibilities. These arbitrators shall be compensated for their services directly by the parties.

Section 5 – Consist

Six neutral arbitrators shall be selected for each subcontracting expedited arbitration panel, unless the parties shall agree to a different number.

Section 6 – Location

Hearings and other meetings of arbitrators from the subcontracting expedited arbitration panels shall be at strategic locations.

Section 7 – Referees

If the parties are unable to agree on the selection of all of the arbitrators making up a panel within 30 days from the date the parties establish a panel of neutral arbitrators, the NMB shall be requested to supply a list of 12 arbitrators within 5 days after the receipt of such request. By alternate striking of names, the parties shall reduce the list to six arbitrators who shall constitute the panel. Neither party shall oppose or make any objection to the NMB concerning a request for such a panel.

Section 8 – Filling Vacancies

Vacancies for subcontracting expedited arbitration panels shall be filled by following the same procedures as contained in Section 7 above.

Section 9 – Content of Presentations

The arbitrator shall not consider any evidence not exchanged by the parties at least 48 hours before the commencement of the hearing. Other rules governing the scope and content of the presentations to the Panels shall be established by further agreement of the parties or by the arbitrator if the parties fail to reach an agreement.

Section 10 – Procedure at Board Meetings

Upon receipt of a demand under Section 2 of this Article, the arbitrator shall schedule a hearing within three working days and conduct a hearing within five working days thereafter. The
arbitrator shall conclude the hearing not more than 48 hours after it has commenced. The arbitrator shall issue an oral or written decision within two working days of the conclusion of the hearing. An oral decision shall be supplemented by a written one within two weeks of the conclusion of the hearing unless the parties waive that time requirement. Any of these time limits may be extended by mutual agreement of the parties. Procedural rules governing the record and hearings before the Panels shall be determined by further agreement of the parties or by the arbitrator if the parties fail to reach an agreement.

Section 11 – Remedy

(a) If there is a claim for wage loss on behalf of a named claimant, arising out of an alleged violation of this Article, which is sustained, the arbitrator’s decision shall not exceed wages lost and other benefits necessary to make the employee whole.

(b) If the arbitrator finds that the carrier violated the advance notice requirements of Section 2 [in non-emergency situations], the arbitrator shall award an amount equal to that produced by multiplying 50% of the man-hours billed by the contractor by the weighted average of the straight-time hourly rates of pay of the employees of the carrier who would have done the work, provided however that where the carrier is found to have both failed to consult and wrongfully contracted out work, the multiplier shall be 10% rather than 50%. The amounts awarded in accordance with this paragraph shall be divided equally among the claimants, or otherwise distributed upon an equitable basis, as determined by the arbitrator.

Section 12 – Final and Binding Character

Decisions of the Board shall be final and binding upon the parties to the dispute. In the event an Award is in favor of an employee or employees, it shall specify a date on or before which there shall be compliance with the Award. In the event an Award is in favor of a carrier the Award shall include an order to the employee or employees stating such determination. The carrier agrees to apply the decision of an arbitrator in a case arising on the carrier’s property which sustains a grievance to all substantially similar situations and the Organization agrees not to bring any grievance which is substantially similar to a grievance denied on the carrier’s property by the decision of the arbitrator.

Decisions of arbitrators rendered under this Article shall be subject to judicial enforcement and review in the same manner and subject to the same provisions which apply to awards of the National Railroad Adjustment Board.

Section 13 – Disputes Referred to Other Boards

Disputes arising under Article I, Employee Protection, Article III, Assignment of Work – Use of Supervisors, Article IV, Outlying Points, and Article V, Coupling, Inspection and Testing shall not be subject to the jurisdiction of any Subcontracting Expedited Arbitration Panel.

Disputes under Article II need not be progressed in the “usual manner” as required under Section 3 of the Railway Labor Act, but can be handled directly with the highest officer in the interest of expeditious handling. This Article sets up special time limits to govern the handling of
cases before the expedited arbitration panels, thus providing special procedures which are intended to supersede the provisions of the standard Time Limit Rule. Therefore, such disputes being processed to a conclusion through the expedited arbitration panels are not subject to the provisions of the standard Time Limit Rule.

If there should be any claims filed for wage loss on behalf of a named claimant arising out of alleged violations of Article II – Subcontracting, such claims for wage loss should be filed promptly and within sixty days of the filing of the alleged violation of Article II – Subcontracting, with the same carrier officer as to whom such violation of Article II was directed by the General Chairman of the craft or crafts involved, or his representative. If such claim is a continuous one, it cannot begin to run prior to the date the claim is presented.

Failure to handle as set forth in the preceding paragraph shall not be considered as a precedent or waiver of the contentions of the carriers or employees as to other similar claims.

* * * *

Article VI of the September 25, 1964 Agreement, as amended, is further amended to delete (a) all references to Article II – Subcontracting, and (b) Section 14 – Remedy (and to renumber the subsequent sections accordingly).
Appendix H

Vacation
The following is a synopsis of the current vacation provisions of the National Vacation Agreement of December 17, 1941, as subsequently amended through January 1, 1978.

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

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

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

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

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

(f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two three, four or five 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 maximum of ten such days for an employee with less than 3 years of service; a maximum of 20 such days for an employee with 3 but less than 15 years of service; maximum of 30 such days for an employee with 15 or more years of service with the employing carrier.

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

(j) In instances where an employee who has become a member of the Armed Forces of the United States and returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Paragraphs (a), (b), (c), (d), or (e) and (i) hereof.

(k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

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

2) An employee's vacation period will be not extended by reason of any of the eleven recognized holidays (New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve and Christmas,
(3) (a) Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations. The local committee of each organization signatory here to and the representatives of the Carrier will cooperate in assigning vacation dates.

(b) The Management may upon reasonable notice (of 30 days or more, if possible, but in no event less than 15 days) require all or any number of employees in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time. The local committee of each organization affected signatory hereto and the proper representative of the Carrier will cooperate in the assignment of remaining forces.

4. Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than 10 days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least 30 days' notice will be given affected employee. If a carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation the allowance hereinafter provided. Such employee shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

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

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

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

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

   (c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.
(d) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as 16 different days.

(e) An employee not covered by Paragraphs (a), (b), (c), or (d) of this section will be paid on the basis of the average relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of 25% of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

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

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

11. (a) Except as otherwise provided in this agreement a carrier shall not be required to assume 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.
Appendix I

Union Shop Agreement
Section 1

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

Section 2

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

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

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

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

Section 4

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

Section 5

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

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

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

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

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

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

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

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

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

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

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

Section 6

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

Section 7

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

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

Section 8

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

Section 9

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

Section 10
(a) The carrier party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate; Provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

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

Union Shop Agreements:

NW - Signed June 21, 1957, effective September 1, 1957
WAB - Signed December 23, 1952, effective January 31, 1953
NKP - Signed August 29, 1952, effective September 15, 1952
Appendix J

Skill Differential
An IBEW communications worker, who is assigned to work a position that requires the incumbent to possess and maintain an FCC license or equivalent, is entitled to a “skill (license) differential” for all hours worked.

The appropriate Payroll code is "$.85¢" which is the same as the skill differential code used for BRS employees who are eligible for the differential.

Eligible employees are not entitled to the skill differential when they are being paid vacation (VC), holiday (HO), personal leave days (PL), bereavement (BL), jury duty (JD) or any other activity that does not require service or work performed on behalf of the Carrier. Eligible communications workers are not entitled to the skill differential for stand-by (SY) days when no service is performed.

Supervisors may email Payroll if they wish to have the skill (license) differential automatically populated when “ST” is entered into payroll. However, other codes such as “OT” or “OW” will continue to require a manual entry of the differential.
Appendix K

Student Communications Workers Training Agreement
SUBJECT: IBEW Student Communications Worker (SCW) Agreement

Norfolk – January 15, 2010
AG-CO-3

Mr. R. J. Rumsey
Assistant Vice President Communications & Signals

Attached is a copy of an Agreement with IBEW General Chairman Andy Fiery that establishes a formal training program for Student Communications Workers (SCWs) on all of the IBEW Agreement territories on Norfolk Southern. Some of the highlights of the Agreement are as follows:

- This Agreement, effective today, extends the probationary period for newly hired communications employees from sixty (60) days to six (6) months.

- The Agreement provides for a maximum one (1) year training period separated into two (2) phases: 1. Orientation/Academic Training and 2. On-the-Job Training (OJT). Students will work a forty (40) hour week with two off days, but also, when necessary, may be used to work over eight (8) hours with a qualified Communications Worker. Students will not be upgraded to full Communications Workers until a minimum of 122 training days, except by agreement between the General Chairman and Labor Relations.

- The rate of pay for SCWs will be 75% of the full Communications Worker rate of pay until the student is upgraded/promoted to a full Communications Worker status.

- The Agreement provides for lodging and a $20 per day meal expense payment to SCWs required to be away from their residence at the time of hire during Phase One (1) of training. SCWs in Phase Two (2) training required to be away from their residence at the time of hire will be provided reasonable, actual, and necessary expenses for meals and lodging.

- Also attached to the agreement are pertinent Side Letters that govern:
  - Payment of a training differential to Communications Workers who train SCWs
  - Reimbursement for the lunch meal for SCWs on the N&W
  - The calculation of the SCW hourly rate of pay

This Agreement will provide a skilled pool of Communications Workers at a reduced rate of pay from which to meet future needs based upon projected rates of attrition. Questions about the Agreement may be directed to Tony Licate at 629-2470 or Matt Holt at 629-2401.

S. R. Weaver

Attachments

cc:  H. R. Mobley
     T. J. Drake
     A. J. Licate
     L. B. Catron
AGREEMENT
between
NORFOLK SOUTHERN RAILWAY COMPANY
and their
COMMUNICATIONS EMPLOYEES IN THE
COMMUNICATIONS AND SIGNALS DEPARTMENT
represented by
SYSTEM COUNCIL NO. 6
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

It is Hereby Mutually Agreed As Follows:

The parties hereto agree and recognize that joint, cooperative efforts between them are required to provide a workable training program that can realistically improve the availability of competent, skilled Communications Workers.

The parties therefore mutually agree to modernize the former training practices as set forth herein below.

SECTION 1 - General Committee on Training

(a) A general committee on training is hereby established which shall be composed of two representatives of management, who shall be selected by the proper officer of the Carrier, and two representatives of the organization, who shall be selected by the General Chairman.

(b) Officers of the Committee, a chairman and secretary, are to be selected - one from representatives of management and one from representatives from the organization. The Chairman shall be selected by management and the Secretary by the General Chairman of the organization.

(c) The purpose and function of the General Committee on Training provided for herein shall be to act in an advisory capacity to the designated representatives of management in the matter of training schedules and training concentration with the view of continually improving and upgrading the training program.

(d) The Committee chairman shall arrange meetings as necessary or at the request of any Committee member, which must be attended by the Committee members or their representatives.
SECTION 2 - Selection of Student Communications Workers

(a) The selection of Student Communications Workers shall be on the basis of background, experience, ability to learn and other factors relative to job performance. Student Communications Workers will be selected without regard to race, creed, color, sex or national origin.

(b) Qualified Communications Workers from non-railroad industries may be hired directly into existing authorized vacancies upon verification of experience and concurrence by Labor Relations and the General Chairman.

(c) For the purposes of this Agreement, there are four Agreement territories that apply to Student Communications Workers. These territories are the Central of Georgia, Eastern Region North, Norfolk & Western (N&W), and Southern (including the East Carolina Business Unit) territories. The Student Communications Worker's applicable Agreement territory will be based upon the location where the Student was hired.

SECTION 3 - Probationary Period

The probationary period for Student Communications Workers extends to six (6) months from their date of hire, including employees under Section 2 (b) above.

SECTION 4 - Student Communications Workers Employed After the Effective Date of This Agreement

(a) Student Communications Workers employed after the effective date of this Agreement shall undergo training for a period of not more than one (1) year, i.e., a total of 244 work days.

(b) The training program shall consist of two basic phases consisting of:

<table>
<thead>
<tr>
<th>Phase I</th>
<th>Orientation/Academic Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase II</td>
<td>On-the-Job Training</td>
</tr>
</tbody>
</table>

(c) Training time during Phases I and II of the training program shall be credited toward the completion of the required creditable days of training as set forth in SECTION 4(a) above.

1. Phase I – Orientation/Academic Training may be provided by an accredited technical school along the lines of the Carrier, or Carrier may, at its election, provide its own staff and training facilities.

2. Student Communications Workers will be provided a copy of this Training Agreement and will sign a statement to attest to the fact that they have received it and that they fully understand that they must successfully complete the Training Program in order to continue in the employment of the Carrier.
3. Student Communications Workers shall be assigned during Phase II - On-the-Job Training, at the point at which they are to be employed as promoted Communications Workers when they have satisfactorily completed the training program. During this Phase II, Student Communications Workers shall receive on-the-job training working with qualified, promoted Communications Workers and gaining practical experience performing the various phases of the work of their craft.

4. A creditable day of training shall consist of eight (8) hours, exclusive of overtime. Student Communications Workers shall be assigned a work week of 40 hours, consisting of five (5) days of eight (8) hours each with two (2) consecutive days off. Such assignments may consist of work days and rest days as designated by the Carrier to best facilitate the training being given at the time and the work schedule established in accordance with SECTION 4, (c) 3 above, provided there is a promoted Communications Worker also assigned. This will not preclude a Student Communications Worker from working beyond eight (8) hours in a work day.

NOTE: A cumulative record of time, in hours worked by Student Communications Workers during Phases I & II shall be maintained and days of training shall be computed on the basis of eight (8) of such hours constituting a creditable day of training. A quarterly status report including each student's name, employee identification number and training days completed will be furnished to the local chairman and general chairman.

5. Student Communications Workers shall not be upgraded prior to the completion of a minimum of 122 days of training except in unusual circumstances, and only then by agreement between the Carrier and the General Chairman. Student Communications Workers may be upgraded at any time after completion of 122 days of training according to the needs of service.

6. An employee in upgraded Student Communications Worker status shall be paid the rate established for a promoted Communications Worker of their craft while working in such upgraded capacity.

7. An upgraded Student Communications Worker shall not establish seniority as a promoted Communications Worker on his Agreement territory as stipulated in SECTION 2, (c), but shall have his name placed on a special list of upgraded Communications Workers on that Agreement territory with the date upgraded shown opposite his name. When the force is reduced for any reason, no promoted Communications Workers on the territory covered by that Agreement will be laid off until all upgraded Student Communications Workers and Student Communications Workers have been furloughed.
8. Upgraded Student Communications Workers and Student Communications Workers who have not completed their 244 creditable days are subject to being displaced by promoted Communications Workers from any Agreement territory.

9. While Student Communications Workers do not establish seniority, except as upgraded Student Communications Workers under SECTION 4, (c) 7 above, creditable days of training shall govern when necessary to determine the senior Student Communications Worker for purposes of promotion and for reasons set forth in SECTION 8 below. The parties hereto recognize the rights of promoted Communications Workers under the schedule agreement and no provision of this agreement shall be used to the detriment of such promoted Communications Workers.

SECTION 5 - Seniority

(a) Student Communications Workers entering the Carrier's service on or after the date of this agreement shall establish seniority as a promoted Communications Worker on their specific Agreement territory as noted in SECTION 2, (c), upon successful completion of 244 creditable days of training. This shall include any time spent in an upgraded capacity. The seniority date thus established shall be retroactive to the date the employee was first employed as a Student Communications Worker.

(b) Two or more Student Communications Workers establishing seniority as promoted Communications Workers on the same date shall be ranked on their respective seniority roster in accordance with the following guidelines in the order listed:

1. Student Communications Workers with the earlier hire date shall be ranked senior.

2. Student Communications Workers who had previous service with the Carrier shall be ranked senior.

3. Student Communications Workers with earlier birth dates (month and day only) shall be ranked senior.

SECTION 6 - Rates of Pay for Student Communications Workers

(a) The hourly rate of pay for Student Communications Workers during Phases I & II of the Training Program shall be 75% of the promoted Communications Worker rate of pay in effect on each of the Agreement territories covered in SECTION 2 (c) as adjusted in Side Letter No. 2 of this Agreement.

(b) Upon completion of 244 days of training and establishment of promoted Communications Worker status, the rate of pay shall be increased to the promoted Communications Worker rate of pay.
(c) Student Communications Workers unless upgraded in accordance with SECTION 4(c) 5 of this agreement are not entitled to any differentials when engaged in designated differential paying tasks as part of their training.

(d) Student Communications Workers shall be covered under the applicable National Agreement provisions related to holidays, bereavement leave, jury duty and vacation during the training period.

SECTION 7 - Expenses for Student Communications Workers

During Phase 1 training, Student Communications Workers required to be away from their residence at the time of hire will be provided lodging and $20 per day for meal expenses. During Phase II training, Student Communications Workers required to be away from their residence at the time of hire will be provided reasonable, actual, and necessary expenses for meals and lodging.

SECTION 8

This Agreement shall constitute the applicable agreement providing for rates of pay and training for Student Communications Workers and upgraded Student Communications Workers and shall be effective January 15, 2010.

Should unforeseen issues arise as a result of the application of the hourly rate of pay to Student Communications Workers, the parties agree to meet in an effort to jointly resolve such issues.

Signed at Norfolk, Virginia this 15th day of January, 2010.

FOR THE EMPLOYEES:

H. A. Fiery, Jr.
General Chairman, IBEW

FOR THE CARRIER:

S. R. Weaver
Assistant Vice President
Labor Relations
January 15, 2010

AG-CO-3

Mr. H. A. Fiery, Jr., General Chairman
International Brotherhood of Electrical Workers
940 Corporate Lane, Suite E
Chesapeake, Virginia 23320

Dear Mr. Fiery:

This will confirm our discussions with respect to the reimbursement of the lunch meal for Student Communications Workers (SCWs) on the N&W Agreement territory. It is hereby agreed that such reimbursement will follow the established practice on the property as described in Public Law Board 5332, Award 83.

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

Very truly yours,

S. R. Weaver
Assistant Vice President
Labor Relations

AGREED:

H. A. Fiery, Jr.
General Chairman, IBEW
Side Letter No. 1
January 15, 2010
AG-CO-3

Mr. H. A. Fiery, Jr., General Chairman
International Brotherhood of Electrical Workers
940 Corporate Lane, Suite E
Chesapeake, Virginia 23320

Dear Mr. Fiery:

This will confirm our discussions concerning the payment of a frozen allowance to Communications Workers who are assigned to train Student Communications Workers in accordance with the provisions of Section IV (c) (3) of the Agreement of this date.

It is agreed:

- A frozen allowance will be paid to promoted Communications Workers only when they are performing one-on-one training with Student Communications Workers during phase II of the training program.

- The frozen allowance is $8.00 per eight hour tour of duty, is not subject to general wage increases or COLAs, and will only be paid at the straight time rate of pay.

- Management will assign Student Communications Workers to promoted Communications Workers without regard to seniority so that the developmental needs of the Students can be addressed, and the designation to train will not require an advertisement bulletin.

- The training performed by the promoted Communications Workers receiving the frozen allowance will be hands-on and include all aspects of Communications work so that the Student will be able to perform the principal duties of a promoted Communications Worker upon completion of the 244 day training program.

- Promoted Communications Workers engaged in training Student Communications Workers will be expected to complete all of their normal job duties in addition to any training they perform.
Mr. H. A. Fiery, Jr.
January 15, 2010
AG-CO-3
Page 2 of 2

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

Very truly yours,

S. R. Weaver
Assistant Vice President
Labor Relations

AGREED:

H. A. Fiery, Jr.
General Chairman, IBEW
Mr. H. A. Fiery, Jr., General Chairman
International Brotherhood of Electrical Workers
940 Corporate Lane, Suite E
Chesapeake, Virginia 23320

Dear Mr. Fiery:

This will confirm our discussions with respect to the rates of pay for Student Communications Workers (SCWs). To determine the hourly rate of pay for SCWs on each of the respective Agreement territories noted in Section II (c) of the Agreement of this date, the parties hereby agree to the following:

- The monthly rate of pay for promoted Communications Workers (PCWs) in effect on each of the respective Agreement territories [currently $5,277.26 on the Central of Georgia (CoG), $5,279.62 on the Eastern Region North (ERN) and Norfolk & Western (N&W), and $5,327 on the Southern] is divided by 213.

- Accordingly, the hourly rate of pay for PCWs on each Agreement territory would be as follows: CoG - $24.78, ERN & N&W - $24.79, and Southern - $25.01.

- The SCWs monthly rate would then be determined by multiplying the current PCWs hourly rate of pay noted above by 75%.


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

Very truly yours,

AGREED:

H. A. Fiery, Jr.
General Chairman, IBEW

Operating Subsidiary: Norfolk Southern Corporation
March 25, 2011
AG-CO-3

Mr. H. A. Fiery, Jr., General Chairman
International Brotherhood of Electrical Workers
940 Corporate Lane, Suite E
Chesapeake, Virginia 23320

Dear Mr. Fiery:

This will confirm our discussion on February 23, 2011, with respect to the proper application of the January 15, 2010 Student Communications Worker Agreement concerning assignment of upgraded Students to Communications Worker positions, displacement/furlough rights of Students, and furnishing of information.

1.) With respect to filling Communications Worker positions, it was understood that upgraded Students:

- May make application for and be assigned to new Communications Worker positions or vacancies on their respective Agreement territories as long as no applications have been received from promoted Communications Workers, assignments to be made based upon the earliest date of hire.

- Could work a new Communications Worker position or vacancy pending assignment by bulletin, and that should no promoted Communications Worker make application for the position, the upgraded Student may be assigned to the position.

- May be assigned to a new Communications Worker position or vacancy without an advertisement bulletin if the position has been advertised within the last 30 days and received no applications from promoted Communications Workers.

2.) Pursuant to Rule 4 (c) 7 of the Agreement, we confirmed the method for maintaining the list of upgraded Students and distributing it annually. It
was understood that if an upgraded Student was displaced by a promoted Communications Worker, the Student would be permitted to displace an upgraded Student on his Agreement territory who has a later date of hire. Any subsequent displacements would be handled in the same manner. Should it be necessary to furlough a Student, respective date of hire would be used to determine the order of Students to be furloughed on a particular Agreement territory, irrespective of upgrade status, with the most newly hired Student being furloughed first.

3.) Pursuant to Rule 4 (c) 5 of the Agreement, it was understood that for the purposes of upgrading Students, if there are multiple Students located at the same headquarters point on a specific Agreement territory, the Student at the particular headquarters point with the most creditable service days will be upgraded first.

4.) We confirmed that the quarterly status report of Student Communications Worker creditable service days to be provided in accordance with Rule 4 (c) 4 of the Agreement will include the Student’s hire date and current location.

Please indicate your concurrence in this matter by signing in the space below and returning a copy of this letter to us for our records.

Very truly yours,

D. L. Kerby

By: [Signature]
Assistant Director
Labor Relations

AGREED:

[Signature]
H. A. Fiery, Jr.
General Chairman, IBEW
Appendix L

Appointed Training Leaders
AGREEMENT

between

NORFOLK SOUTHERN RAILWAY COMPANY

and their

COMMUNICATIONS EMPLOYEES IN THE
COMMUNICATION AND SIGNAL DEPARTMENT

represented by

SYSTEM COUNCIL NO. 6

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

In recognition of the need to enhance the training given Communications workers on the work of their craft, the parties agree:

1. Carrier may appoint, subject to the guidelines attached, Appointed Training Leaders (ATLs) from the ranks of Communications Electronic Technicians and/or Telephone Maintainers with consideration given to seniority, experience and qualifications.

2. The number of ATLs appointed is subject to the concurrence of the general chairman. As future conditions merit and as the positions are established or questions arise, the general chairman will be consulted.

3. Monthly rated ATLs so assigned will be paid a differential of $1.00 per hour above their monthly rate for time actually spent in performing ATL duties at any Norfolk Southern location. In addition, ATLs who perform turnover duties up to forty minutes outside their normal eight hour tour of duty will be paid one hour at the straight time rate of pay plus the $1.00 differential for such service. An ATL who is required by management to travel to another point on his rest day will be paid 8 hours at the straight time rate of pay for such travel in addition to other reasonable, actual and necessary travel expenses.

4. The duties of ATLs will include the performance of communications work of the craft and, when directed by management, the preparation and presentation of training materials and/or hands-on technical support to other communications workers. When not providing such training/hands-on technical support, an ATL will perform the communications work assigned to his bulletined position.
5. When forces are reduced, they will be cut off in line with communications seniority. In the restoration of forces they will be returned to service in accordance with their seniority.

6. This agreement supersedes any existing rules in conflict herewith and is applicable to all Norfolk Southern Railway Company Communications workers represented by IBEW System Council No. 6 and will remain in effect subject to cancellation upon 30 days written notice served by either party upon the other.

FOR THE EMPLOYEES

H. A. Flery, Jr.
General Chairman, IBEW

FOR THE CARRIER:

S. R. Weaver
Assistant Vice President
Labor Relations

10-8-09
10-8-09
Agreed Upon Guidelines for The Administration of Appointed Training Leaders (ATLs)

The parties wish to avoid misunderstandings about ATLs and have adopted the following to provide guidance on key points of administration.

Q1. What is a differential?
A1. A differential is an add-on to the base rate of pay for the performance of specified work. A differential shall not be considered as part of the base rate of pay for a position. Differentials are not subject to general wage increases and the amount of the differential remains the same even when an employee is working straight, over or double time.

Q2. Who is entitled to receive the differentials?
A2. Communications workers who actually perform the listed work.

Q3. How will employees know when ATLs are available?
A3. Informational notices will be posted advising of the availability of such positions.

Q4. How will an employee’s qualifications be known to the railroad or be established?
A4. An evaluation process (tests, skill demonstrations etc.) will take place to determine qualifications as a prerequisite to assignment to an ATL position.

Q5. How is the hourly rate of pay calculated for the purposes of paragraph #3 of the ATL Agreement?
A5. The monthly rate of the involved employee would be divided by the number of work days (including standby days and holidays) in a given month resulting in a daily rate. Then, the hourly rate would determined by dividing the daily rate by 8, the number of hours in the duty day.

For example: there are 26 work days in September, 2009. The daily rate would be calculated by dividing $5052.27 (the current monthly rate for an N&W Communications Electronic Technician) by the number of work days in September. The daily rate would be $194.32. Then, the daily rate would be divided by 8 which would result in an hourly rate of $24.29.
SUBJECT: IBEW Communications Employees Appointed Training Leader (ATL) Agreement

Norfolk – October 9, 2009

AG-CO-3

Mr. R. J. Rumsey
Assistant Vice President Communications & Signals

Attached is a copy of the signed Agreement along with the Agreed Upon Guidelines for the Administration of ATLS with the IBEW. The Agreement permits the Company to appoint certain Communications workers to assist in the training of other Communications workers on the work of their craft. In addition, the ATLS will be required to perform the normal work of their assignments. Some of the highlights of the Agreement are as follows:

- NS has the right of appointment in selecting the employees who will perform ATL work and the appointment does not have to be based strictly upon seniority, but subject to the Agreed Upon Guidelines attached.

- ATLS will be paid a $1.00 per hour differential at the straight time rate of pay in addition to their monthly rate of pay for time spent in training, preparing training materials, and providing hands-on technical support. Additionally, ATLS will receive the differential and one hour at the straight time rate of pay when they are directed to perform turnover duties up to forty minutes outside their normal eight hour tour of duty.

- ATLS will also receive eight hours straight time pay, in addition to actual and necessary travel expenses, when they are assigned to travel on a rest day.

- ATLS may be assigned to perform ATL duties off their Agreement territory.

Questions about the Agreement may be directed to Tony Licate at 629-2470 or Matt Holt at 629-2401.

/s/ S. R. Weaver

Attachment

cc: H. R. Mobley
T. J. Drake
A. J. Licate
L. B. Catron
Appendix L - Appointed Training Leader Agreement
Side Letter No. 1

July 1, 2018

Mr. J. T. Owens, General Chairman
International Brotherhood of Electrical Workers
3620 Betty Lane
Knoxville, Tennessee 37931-2709
Dear Mr. Owens:

This is in reference to our discussions concerning the October 8, 2009 Appointed Training Leader Agreement and the utilization of appointed IBEW represented employees to provide division-wide support.

This letter reflects the parties’ mutual understanding that the Carrier may appoint individuals from the Communication Electronics Technician or Communication Maintainer ranks to act as Division Training Leader (DTL) to provide division-wide assistance to other Communications workers subject to the provisions of the October 8, 2009 Appointed Training Leader Agreement and its related guidelines with the following exceptions:

1) Informational notices advising of the availability of such positions will be posted and will indicate that the headquarters of the position will be the regular assigned maintenance territory of the individual appointed to the DTL position.

2) The DTL will report directly to the Division Manager or Assistant Division Manager and will assist in the coordination of communications work with C&S Supervisors. The duties of DTL will also include performance of communications work of the craft and, when directed by management, the preparation and presentation of training materials and/or hands-on technical support to other communications workers. When not providing such training/hands-on technical support a DTL will perform the communications work required on his regular assigned territory.

3) Monthly rated DTLs will be paid a differential of $1.00 per hour above the regular monthly rate for all work performed.

4) Communications Workers who are taken off their assigned territory during regularly assigned hours to perform work on the territory of a DTL who is traveling to another point will be allowed an additional one hour of pay at the straight time rate each day worked on the DTL’s territory (except when performed as in Rule 4, Paragraph C).

If the above is consistent with your understanding, please indicate your concurrence below.
Very truly yours,

D. L. Kerby

Agreed:

Mr. T. Owens
General Chairman, IBEW
Appendix M

System Map
Appendix N

Central of Georgia/Southern Prior Rights Transfer of Household Goods

(Applicable to employees entering service prior to July 1, 2018)
Employees accepting positions in the exercise of their seniority rights will do so without causing extra expense to the Company, and will not be allowed time for traveling. They will be allowed free transportation for themselves, the dependent members of their family and their household effects not oftener than once in any one year when changing headquarters, unless otherwise agreed to by the Company.
Appendix O

Central of Georgia/Southern Prior Rights Employees Supplemental Sickness Provisions

(Applicable to employees entering service prior to July 1, 2018)
SUPPLEMENTAL SICKNESS BENEFITS AGREEMENT

By and between

NORFOLK SOUTHERN RAILWAY COMPANY
THE CINCINNATI, NEW ORLEANS & TEXAS PACIFIC RAILWAY COMPANY
THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY
GEORGIA SOUTHERN & FLORIDA RAILWAY COMPANY
THE NEW ORLEANS TERMINAL COMPANY
ST. JOHNS RIVER TERMINAL COMPANY
CENTRAL OF GEORGIA RAILROAD COMPANY

And their

MONTHLY RATED

COMMUNICATIONS EMPLOYEES IN THE
COMMUNICATIONS AND SIGNAL DEPARTMENT

(As Enumerated in Schedule Agreement
Effective May 1, 1935, as Amended --Southern Railway System Lines)

And

(As Enumerated in Schedule Agreement
Effective March 1, 1954, as Amended --Central of Georgia Railroad Company)

Represented by

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

January 1, 1997

This Agreement amends the non-governmental plan established by the Supplemental Sickness Benefit Agreement of May 9, 1973, to cover railroad shop craft employees and revised by the agreement between these same parties dated July 10, 1974, and amended on April 10, 1979, and April 15, 1982. It applies only to monthly rated communication employees represented by the signatory organization in the Communications and Signal Department and only such employees are eligible to receive the benefits herein described. The amended agreement provides as follows:

1. There is hereby established a non-governmental plan for additional sickness allowances supplemental to the sick benefit provisions of the Railroad Unemployment Insurance Act as now or hereafter amended, and to the Supplemental Sickness Benefits Agreement of April 10, 1979, as
amended effective January 1, 1997. It is the purpose of this plan to additionally supplement benefits payable under the sickness benefit provisions of the Railroad Unemployment Insurance Act and the Agreement of April 10, 1979, as amended effective January 1, 1997, to the extent provided herein and not to replace or duplicate said benefits.

2. (a) Subject to the conditions herein set forth, sickness benefit equal to 100% of the monthly rate of pay shall be paid eligible employees during the first month of such eligibility. Where the period of eligibility is less than one month a pro rata reduction shall be made in this additional supplemental sickness benefit.

(b) For any day for which an employee is entitled to sickness benefits under the Paragraph 2 (a) of this Section and such days are also days for which sickness benefits are payable under the Railroad Unemployment Insurance Act or the Agreement of April 10, 1979, as amended effective January 1, 1997, sickness benefits under this Agreement will be payable to such employee in such amounts so that in connection with the benefits from the Unemployment Insurance Act and the Agreement of April 10, 1979, as amended effective January 1, 1997, they shall total the benefits amount established under Paragraph 2(a) of this Agreement.

(c) The sickness benefits provided by this agreement shall not be paid more than once as a result of any bodily injury or sickness, nor, shall the total time covered by such benefits in a calendar year exceed thirty (30) working days.

3. An eligible employee is one who, as result of sickness or accidental bodily injury, is disabled to the extent that he is unable to perform the duties of any job available to him in this craft.

4. The Carrier reserves the right to require that claims for sickness benefits be submitted on forms designed and provided for such purpose. The employing officer must be satisfied that the illness is bona fide. Satisfactory evidence in the form of a certificate from a reputable physician, preferably a company physician, will be required in case of doubt.

5. No benefits will be provided under this agreement –

(a) for any day on which the employee performs work for remuneration;
(b) for any intentionally self-inflicted disability;
(c) for disability to which the contributing cause was the commission or attempted commission by the employee of an assault, battery, or felony;
(d) for disability due to war or act of war, whether was is declared or not, insurrection or rebellion, or due to participating in riot or civil commotion.

6. This plan for sickness benefits shall be effective January 1, 1997, provided such plan continues to qualify as a "non-governmental plan for sickness insurance" under Section 11j) of the Railroad Unemployment Insurance Act. Sickness benefits provided by this Agreement shall not
be construed to be "benefits provided under other private plans" as described in Paragraph 5 (b) of the Agreement of April 10, 1979.

7. No notice to change the Supplemental Sickness Benefits Plan, and no notice dealing with the matters of sick leave, sickness benefits, or any other matter covered by this Agreement, may be served by any party to this Agreement prior to November 1, 1999 (not to become effective prior to January 1, 2000). This Paragraph will not 'bar changes in' this Plan by mutual agreement of the Parties signatory hereto.

SIGNED AT NORFOLK, VA THIS DAY OF December, 1996.

For the Employees:

/s/ C. A. Meredith  
General Chairman  
International Brotherhood of Electrical Workers

For the Carriers:

/s/ D. N. Ray  
Assistant Vice President Labor Relations  
Norfolk Southern Railway Company  
The Cincinnati, New Orleans and Texas Pacific Railroad Company  
The Alabama Great Southern Railway Company  
Georgia Southern and Florida Railway Company  
The New Orleans Terminal Company St. Johns River Terminal Company Central of Georgia Railroad Company
SUPPLEMENTAL SICKNESS BENEFITS AGREEMENT

By and between

NORFOLK SOUTHERN RAILWAY COMPANY
THE CINCINNATI, NEW ORLEANS & TEXAS PACIFIC RAILWAY COMPANY
THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY
GEORGIA SOUTHERN & FLORIDA RAILWAY COMPANY
THE NEW ORLEANS TERMINAL COMPANY
ST. JOHNS RIVER TERMINAL COMPANY
CENTRAL OF GEORGIA RAILROAD COMPANY

And their

MONTHLY RATED

COMMUNICATIONS EMPLOYEES IN THE
COMMUNICATIONS AND SIGNAL DEPARTMENT

(As Enumerated in Schedule Agreement
Effective May 1, 1935, as Amended --Southern Railway System Lines)

And

(As Enumerated in Schedule Agreement
Effective March 1, 1954, as Amended --Central of Georgia Railroad Company)

Represented by

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

April 10, 1979

IT IS AGREED:

1. Revision of Supplemental Sickness Benefit Plan.

   Effective January 1, 1979, the Supplemental Sickness Benefit Plan (hereinafter referred to as this Plan) established by the Supplemental Sickness Benefit Agreement of May 9, 1973 to cover railroad shop craft employes, and revised by the Agreement dated April 22, 1975, is further revised with respect to employees parties to this Agreement as set forth in the paragraphs which follow.
2. Eligibility for Benefits: Eligible Employees, Insured Employees, Qualified Employees.

(a) Eligible Employees. Subject to the provisions of Paragraph 3, benefits be provided employees under this Plan if, as the result of an accidental bodily injury which occurred or a sickness which commenced while the employee was insured, the employee is disabled to the extent, that he is unable to perform the duties of any job available to him in his craft, or if there is no job available to him in his craft, to the extent that he is unable to perform the duties of the last job on which he worked prior to commencement of the disability. However, benefits under this plan not commence unless and until the employee is eligible for sickness benefits under the Railroad Unemployment Insurance Act. Employees eligible for benefits under this Plan are designated "Eligible Employees."

(a) Insured Employees. A qualified employee will be insured each month which follows a month in which he rendered compensated service for a participating railroad under the coverage of a schedule agreement held by a labor organization signatory hereto. A qualified employee previously insured who ceased to be insured because of disability (as defined in Paragraph 2(a)), furlough, leave of absence or discharge, and who returns to work for the same railroad, or who commences work for another railroad at the direction of the management of his home road or by virtue of his seniority on his home road or under the provisions of a protective agreement, a statute, or an order of a regulatory authority, within twelve calendar months after his insurance had terminated shall again become insured on the day on which he again renders compensated service under the coverage of a schedule agreement held by a labor organization signatory hereto, and his insurance shall continue for the remainder of that calendar month. An employee who while insured leaves the service of one railroad, and without missing more than one week of work returns to work for another railroad on which he is already a qualified employee, will continue to be insured for the remainder of that calendar month. A qualified employee who has ceased to render compensated service may continue to be insured if the participating railroad by which he is employed is obligated to provide him continued benefits under compensation maintenance provisions of an agreement, a statute, or an order of a regulatory authority.

Note: The term "insured" in this Paragraph 2 does not necessarily imply coverage by a contract of insurance as referred to in Paragraph 7.

(c) Qualified Employees. A qualified employee is one who -

(i) has completed 30 days of continuous employment relationship with the same participating railroad, in a capacity in which he has been represented by a labor organization or organizations of shop craft employees and covered by its or their schedule agreements and

(ii) has completed the requirements to be a "Qualified Employee" as that term is used in Section 3 of the Railroad Unemployment Insurance Act, reading as follows:

"An employee shall be a 'qualified employee' if the Board finds that his compensation will have been not less than $1,000 with respect to the base year; and, if such employee has had no compensation prior to such year, that he will have had compensation with respect to each of not less than five months in such year."
The term "base year" means the completed calendar year immediately preceding the beginning of a benefit year. The term "benefit year" means for purposes of the above-definition the twelve-month period beginning July 1 of any year and ending June 30 of the next year.

In arriving at the $1,000, only the first $400 of compensation in any month is counted. If the Act should be amended so as to change the definition of "qualified employee" or the associated elements mentioned above during the life of this Agreement, this Paragraph 2(c) will be regarded as amended in conformity with the Act.

An employee will become a qualified employee the first day of the calendar month after he fulfills both such conditions. The requirement of Subparagraph (c) (i) will be waived with respect to an insured employee who is furloughed and while insured commences work for another participating railroad.

3. Exclusions and Limitations

No benefits will be provided under this Plan.

(a) for the first four consecutive days of any disability;

(b) for a longer period, with respect to any disability, than twelve months. Continuing or successive periods of disability will be considered as the same disability unless separated by return to work on a full-time basis for a period of 90 calendar days or more, or unless due to entirely unrelated causes and separated by return to work on least one day. If benefits are denied in accordance with Subparagraph (j) below because the employee received vacation pay during his disability, the twelve months period specified above shall be extended by this period during which benefits were denied for that reason;

(c) for any disability for which the employee is not treated by a duly qualified physician or surgeon, as certified by the physician or surgeon pursuant to Paragraph 9;

(d) for any day on which the employee performs work for remuneration;

(e) for any disability commencing after the employee had commenced work on a regular or permanent basis for the participating railroad on a position other than a position coming under a schedule agreement held by a labor organization signatory hereto, unless the last position on which he rendered service prior to the disability was a position coming under a schedule agreement held by a labor organization signatory hereto.

(f) for any intentionally inflicted disability;

(g) for disability to which the contributing cause was the commission or attempted commission by the employee of an assault, battery or felony;
(h) for disability due to war or act of war, whether war is declared or not, insurrection or rebellion, or due to participating in a riot or civil commotion;

(i) for any period during which the employee is unable to work as the result of pregnancy or resulting childbirth, abortion or miscarriage, except that, subject to the other provisions of this Paragraph 3, benefits will be provided in case of miscarriage resulting from an accident or injury; provided that on or after April 29, 1979 such disabilities will be covered to the extent required by applicable law;

(j) subject to the provisions of Paragraph 5(a), for any period during which an employee eligible to receive sickness benefits under the Railroad Unemployment Insurance Act is denied such benefits for any reason including failure by the employee to make application for benefits;

(k) to the extent permitted by applicable law after the employee has attained age 65; or

(l) for any disability commencing after the employee’s employment relationship has terminated, except as provided in the next last sentence of Paragraph 2(b).

4. Benefits

(a) Subject to the provisions of Subparagraph 4(b), the benefits under this Plan will be the amounts shown below:

Employees Eligible for R.U.I.A. Sickness Benefits:

<table>
<thead>
<tr>
<th>Per Month</th>
<th>$ 442.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Day</td>
<td>14.73</td>
</tr>
</tbody>
</table>

Employees Who Have Exhausted R.U.I.A. Sickness Benefits:

<table>
<thead>
<tr>
<th>Per Month</th>
<th>$ 986.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Day</td>
<td>32.87</td>
</tr>
</tbody>
</table>

For disabilities lasting less than a month, and for any residual days of disability lasting more than an exact number of months, benefits will be paid on a calendar day basis at 1/30 of the monthly benefit rate, as shown in Lines 2 and 4 above.

(b) If the Railroad Unemployment Insurance Act should be so amended as to increase daily benefit rates thereunder for days of sickness effective as of a date subsequent to July 1, 1979, and the sum of 21.75 times the average daily benefit under the Act as so amended, as identified below, plus the amounts shown in Line 1 above should exceed $1,057, the amounts shown in Lines 1 and 2 of 4(a) shall be reduced to the extent that the sum of the amounts shown in Line 1 plus 21.75 times the average daily benefit for the Class under the amended Act, will not exceed $1,057. "The average daily benefit for the Class under the Act as so amended" for purposes of this Paragraph
4(b) is the benefit which would be payable to an employee who had worked full time in his base year and whose rate of pay at the December 31, 1978 wage level was $8.43 per hour or monthly equivalent.

5. Offsets.

(a) Benefits provided under Laws. In any case in which an eligible employee who is not eligible for sickness benefits under the Railroad Unemployment Insurance Act receives annuity payments under the Railroad Retirement Act, or insurance benefits under Title II of the Social Security Act, or unemployment, maternity or sickness benefits under an unemployment, maternity or sickness compensation law, or any other social insurance payments under any law, the benefit which would otherwise be payable to him under this Plan will be reduced to the extent that the sum of such payments or benefits in a month plus the monthly benefit payable under this Plan will not exceed $1,057. In keeping with Paragraph 3(j), in any case in which an eligible employee who is eligible for sickness benefits under the Railroad Unemployment Insurance Act does not receive such benefits because of the operation of Section 4(a-1) (ii) of such Act, the benefit which would otherwise be payable to him under this Plan will be reduced to the extent that the sum of the monthly payments or benefits referred to in such Section 4(a-1)(ii) plus the monthly benefits payable under this Plan will not exceed $1,057. In any case or retroactive award of annuity payments or pensions under the Railroad Retirement Act or insurance benefits under Title II of the Social Security Act, or unemployment, maternity, or sickness benefits under an unemployment maternity or sickness compensation law, or other social insurance payments under any law, the Carriers may recover from the employee the excess of benefits paid under this Plan over the benefits which would have been payable under this paragraph if the retroactively awarded payments, pensions or benefits had been in effect from their retroactive effective date.

(b) Benefits Provided under Other Private Plans. In any case in which an eligible employee is eligible also for benefits under any other plan, fund or other arrangement by whatever name called, toward the cost of which any employer shall have contributed, including but not limited to any group life policy providing installment payments in event of permanent total disability, any group annuity contract, any pension or retirement annuity plan, or any group policy of accident and health insurance providing benefits for loss of time from employment because of disability, his benefit under this Plan shall be reduced to the extent that the sum of the benefit for which he is so eligible in a month, plus 21.75 times the daily sickness benefit payable to him under the Railroad Unemployment Insurance Act, plus the monthly benefit payable to him under this Plan, will not exceed $1,057.

(c) Off-Track Vehicle Accident Benefits. The benefit payable under this Plan for an employer who has been injured in an off-track vehicle accident covered under Article IV (as amended) of the Agreements of October 7, 1971, February 11, 1972, May 12, 1972, or April 21, 1969, or similar provisions, will be reduced by the amount of any payment for time lost which such employee may receive under Paragraph (b)(3) of such Article IV or under provisions similar thereto.

In case of a disability for which the employee may have a right of recovery against either the employing railroad or a third party, or both, benefits will be paid under this Plan pending final resolution of the matter so that the employee will not be exclusively dependant upon his sickness benefits under the Railroad Unemployment Insurance Act. However, the parties hereto do not intend that benefits under this Plan will duplicate, in whole or, in part, any amount recovered for loss of wages from either the employing railroad or a third party, and they intend that benefits paid under this Plan will satisfy any right of recovery for loss of wages against the employing railroad to the extent of the benefits so paid. Accordingly, benefits paid under this Plan will be offset against any right of recovery for loss of wages the employee may have against: the employing railroad; the insuring agent will be subrogated to any right of recovery for loss of wages the employee may have against any party other than the employing railroad; as a condition to paying any benefits under this Plan the insured agent may require the employee to assign to it any such recovery or right thereto from any party other than the employing railroad to the extent that benefits are payable under this Plan; and any recovery for loss of wages from any party other than the employing railroad, the employee will reimburse the insuring agent from such recovery for any benefits paid under this Plan. For purposes of this Paragraph, a recovery which does not specify the matters covered thereby shall be deemed to include a recovery for loss of wages to the extent of any actual wage loss due to the disability involved.

7. Provision of Benefits.

(a) The benefits payable under this Plan will be payable by the carriers (self-insured).

(b) Benefits at the rates provided by this revised Plan will become effective January 1, 1979 for qualified employees who will have rendered compensated service or taken vacation with pay, as specified in Paragraph 2(b) above, in December, 1978.

8. Railroad Retirement Board.

Omitted (Provision accomplished.)


Benefits under this Plan will be paid to eligible employees subject to presentation of satisfactory evidence of disability and of the continuation thereof. The insuring agent will furnish appropriate forms on which the employee may furnish notice of disability, including information necessary to establish his eligibility for benefits due him and any applicable exclusions, limitations and offsets, and forms on which the physician or surgeon treating him may furnish evidence of the date of commencement, nature, extent and probable duration of the disability, and may require completion of such forms or statements covering the same matters within 90 days after the commencement of a disability, provided that failure to furnish completed forms or statements within that time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such completed forms or statements within that time and such completed forms or statements are furnished as soon as reasonably possible; the 90 days will be extended as necessary to comply with applicable State law. The insuring agent may make such investigations as it deems necessary, including examination of the person of the employee when, so often as, and to the extent that is
necessary to the investigation of an employee's claim. Except as delays may be caused by investigation of individual claims, benefits under this Plan will be paid not less frequently than once every month.


Any restrictions against blanking jobs or realigning forces will not be applicable, in situations in which an employee whose job is blanked or is covered by a realignment of forces is absent because of disability.

11. Duration.

No notice To change the Supplemental Sickness Benefit Plan, and no notice dealing with the matters of sick leave, sickness benefits, or any other matter covered by this Agreement may be served by any party to this Agreement prior to April 1, 1981 (not to become effective prior to July 1, 1981). This Paragraph will not bar changes in this Plan by mutual agreement of the parties signatory hereto.


For the Employees:  
/s/ C. C. Williams, Jr.  
General Chairman  
International Brotherhood of Electrical Workers

For the Carriers:  
/s/ R. E. Loomis  
Assistant Vice President  
Labor Relations  
Southern Railway Company,  
The Cincinnati, New Orleans and Texas Pacific Railway Company,  
The Alabama Great Southern Railroad Company,  
Georgia Southern and Florida Railway Company,  
The New Orleans Terminal Company,  
St. Johns River Terminal Company,  
Central of Georgia Railroad Company