

IBEW
September 16, 1996

MEDIATION AGREEMENT, CASE A-12771

DATED SEPTEMBER 16, 1996

between railroads represented by the
NATIONAL CARRIERS' CONFERENCE COMMITTEE

and

employees of such railroads represented by the
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

MEDIATION AGREEMENT

THIS AGREEMENT, made this 16th day of September, 1996, by and between the participating carriers listed in Exhibit A attached hereto and hereby made a part hereof, and represented by the National Carriers' Conference Committee, and the employees shown thereon and represented by the International Brotherhood of Electrical Workers, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - WAGES

Section 1 - First General Wage Increase

On December 1, 1995, all hourly, daily, weekly, and monthly rates of pay in effect on the preceding day for employees covered by this Agreement shall be increased in the amount of three-and-one-half (3-1/2) percent applied so as to give effect to this increase in pay irrespective of the method of payment. The increase provided for in this Section 1 shall be applied as follows:

(a) Hourly Rates -

Add 3-1/2 percent to the existing hourly rates of pay.

(b) Daily Rates -

Add 3-1/2 percent to the existing daily rates of pay.

(c) Weekly Rates -

Add 3-1/2 percent to the existing weekly rates of pay.

(d) Monthly Rates -

Add 3-1/2 percent to the existing monthly rates of pay.

(e) Disposition of Fractions -

Rates of pay resulting from application of paragraphs (a) to (d), inclusive, above which end in fractions of a cent shall be rounded to the nearest whole cent, fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

(f) Application of Wage Increase -

The increase in wages provided for in this Section 1 shall be applied in accordance with the wage or working conditions agreement in effect between each carrier and the labor organization party hereto. Special allowances not included in fixed hourly, daily, weekly or monthly rates of pay for all services rendered, and arbitraries representing duplicate time payments, will not be increased. Overtime hours will be computed in accordance with individual schedules for all overtime hours paid for.

Section 2 - Signing Bonus

Subject to Sections 9 and 10, each employee with 2,000 or more straight time hours paid for (not including any such hours reported to the ICC as constructive allowances except vacations, holidays, paid sick leave and guarantees in protective agreements or arrangements) during the period January 1, 1995 through December 31, 1995 will be paid, on the date of this Agreement, a Signing Bonus of four hundred dollars (\$400.00).

Section 3 - Second General Wage Increase

Effective July 1, 1996, all hourly, daily, weekly and monthly rates of pay in effect on June 30, 1996 for employees covered by this Agreement shall be increased by one-and-three-quarters (1-3/4) percent applied in the same manner as provided for in Section 1 hereof and applied so as to give effect to this increase irrespective of the method of payment, except that for the 12-month period beginning July 1, 1996, such rates shall be so increased by that percentage which is equal to the excess of (i) one-and-three-quarters (1-3/4) percent (expressed in cents per hour) over (ii) the lesser of (x) one-half of the amount described in clause (i) above and (y) the cents per hour produced by dividing \$76.68 by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available.

Section 4 - Third General Wage Increase

Effective July 1, 1997 all hourly, daily, weekly and monthly rates of pay in effect on June 30, 1997 for employees covered by this Agreement (following termination of the 12-month period adjustment described in Section 3) shall be increased in the amount of three-and-one-half (3-1/2) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 4 shall be applied in the same manner as provided for in Section 1 hereof.

Section 5 - Fourth General Wage Increase

Effective July 1, 1998, all hourly, daily, weekly and monthly rates of pay in effect on June 30, 1998 for employees covered by this Agreement shall be increased by one-and-three-quarters (1-3/4) percent applied in the same manner as provided for in Section 1 hereof and applied so as to give effect to this increase irrespective of the method of payment, except that for the 12-month period beginning July 1, 1998, such rates shall be so increased by that percentage which is equal to the excess of (i) one-and-three-quarters (1-3/4) percent (expressed in cents per hour) over (ii) the lesser of (x) one-half of the amount described in clause (i) above and (y) the cents per hour produced by the following computation: one-quarter of the amount, if any, by which the carriers' payment rate for 1998 for foreign-to-occupation health benefits exceeds such payment rate for 1995, multiplied by one-and-one half, and then divided by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available.

Section 6 - Fifth General Wage Increase

Effective July 1, 1999, all hourly, daily, weekly and monthly rates of pay in effect on June 30, 1999 for employees covered by this Agreement (following termination of the 12-month period adjustment described in Section 5) shall be increased in the amount of three-and-one-half (3-1/2) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 6 shall be applied in the same manner as provided for in Section 1 hereof.

Section 7 - Definitions

The carriers' payment rate for any year for foreign-to-occupation health benefits under the Plan shall mean twelve (12) times the payment made by the carriers to the Plan per month (in such year) per employee who is fully covered for employee health benefits under the Plan. Carrier payments to the Plan for these purposes shall not include the amounts per such employee per month (in such year) taken from the Special Account, or from any other special account, fund or trust maintained in connection with the Plan, to pay or provide for current Plan benefits, or any amounts paid by remaining carriers to make up the unpaid contributions of terminating carriers pursuant to Article III, Part A, Section 1, of the Imposed Agreement made November 27, 1991.

Section 8 - Eligibility for Receipt of Signing Bonus

The Signing Bonus provided for in this Article will be payable to each employee subject to this Agreement who has an employment relationship as of the date such payment is payable,

or has retired or died subsequent to the beginning of the applicable calendar year used to determine the amount of such payment. There shall be no duplication of the Signing Bonus by virtue of employment under another agreement nor will such payments be used to offset, construct or increase guarantees in protective agreements or arrangements.

Section 9 - Employees Working Less Than Full-Time

For employees who have fewer straight time hours (as defined) paid for in the period described in Section 2 than the minimum number set forth therein, the dollar amount of the Signing Bonus specified in Section 2 shall be adjusted by multiplying such amount by the number of straight time hours (including vacations, holidays, paid sick leave and guarantees in protective agreements or arrangements) for which the employee was paid during such period divided by the defined minimum hours.

Section 10 - Signing Bonus Proration

In the case of any employee subject to wage progression or entry rates, the dollar amount of the Signing Bonus specified in Section 2 shall be adjusted by multiplying such amount by the weighted average entry rate percentage applicable to wages earned during the specified determination period.

ARTICLE II - COST-OF-LIVING PAYMENTS

Part A - Cost-of-Living Payments Under National Agreement, Dated November 27, 1991

The nine-cent cost-of-living allowance in effect beginning July 1, 1995 pursuant to Article II, Part B of the Imposed Agreement made November 27, 1991 shall be rolled in to basic rates of pay on November 30, 1995 and such Article II, Part B shall be eliminated at that time.

Part B - Cost-of-Living Allowance Through June 30, 2000 and Effective Date of Adjustment

(a) A cost-of-living allowance, calculated and applied in accordance with the provisions of Part C of this Article except as otherwise provided in this Part, shall be payable and rolled in to basic rates of pay on July 1, 2000.

(b) The measurement periods shall be as follows:

<u>Measurement Periods</u>		<u>Effective Date of Adjustment</u>
<u>Base Month</u>	<u>Measurement Month</u>	
March 1995	March 1996	
	plus	
March 1997	March 1998	July 1, 2000

The number of points change in the CPI during each of these measurement periods shall be added together before making the calculation described in Part C, Section 1(e) of this Article.

(c) (i) Floor. The minimum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Minimum CPI Increase That Shall Be Taken Into Account</u>
July 1, 2000	4% of March 1995 CPI plus 4% of March 1997 CPI

(ii) Cap. The maximum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That Shall Be Taken Into Account</u>
July 1, 2000	6% of March 1995 CPI plus 6% of March 1997 CPI

(d) The cost-of-living allowance payable to each employee and rolled in to basic rates of pay on July 1, 2000 shall be equal to the difference between (i) the cost-of-living allowance effective on that date pursuant to this Part, and (ii) the lesser of (x) the cents per hour produced by dividing one-quarter of the increase, if any, in the carriers' 1998 payment rate for foreign-to-occupation health benefits under the Plan over such payment rate for 1995, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, and (y) one half of the cost-of-living allowance effective on July 1, 2000 pursuant to this Part.

Part C - Cost of Living Allowance and Adjustments Thereto After
July 1, 2000

Section 1 - Cost-of-Living Allowance and Effective Dates of
Adjustments

(a) A cost of living allowance shall be payable in the manner set forth in and subject to the provisions of this Part, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967=100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the CPI. The first such cost-of-living allowance shall be payable effective January 1, 2001 based, subject to

paragraph (d), on the CPI for March 2000 as compared with the CPI for September 1999 plus the CPI for September 2000 as compared with the CPI for March 2000. Such allowance, and further cost-of-living adjustments thereto which shall become effective as described below, shall be based on the change in the CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (d)(iii), according to the formula set forth in paragraph (e).

<u>Measurement Periods</u>		<u>Effective Date of Adjustment</u>
<u>Base Month</u>	<u>Measurement Month</u>	
September 1999	March 2000*	
March 2000	plus September 2000*	January 1, 2001
September 2000	March 2001	July 1, 2001

*The calculation described in Section 1(e) of this Section shall be made individually for each of these measurement periods and the resulting cents added together for the January 1, 2001 adjustment.

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

(b) While a cost-of-living allowance is in effect, such cost-of-living allowance will apply to straight time, overtime, protected rates, vacations, holidays and personal leave days in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to special allowances and arbitraries representing duplicate time payments.

(c) The amount of the cost-of-living allowance, if any, that will be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.

(d)(i) Cap. In calculations under paragraph (e), the maximum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That May Be Taken Into Account</u>
January 1, 2001	6% of September 1999 CPI
July 1, 2001	3% of September 2000 CPI
January 1, 2002	6% of September 2000 CPI less the increase from September 2000 to March 2001

Effective Dates of Adjustment and Maximum CPI Increases conforming to the July 1, 2001 and January 1, 2002 Adjustments in the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

(ii) Limitation. In calculations under paragraph (e), only fifty (50) percent of the increase in the CPI in any measurement period shall be considered.

(iii) If the increase in the CPI from the base month of September 2000 to the measurement month of March 2001 exceeds 3% of the September 2000 base index, the measurement period that will be used for determining the cost-of-living adjustment to be effective the following January will be the 12-month period from such base month of September; the increase in the index that will be taken into account will be limited to that portion of the increase that is in excess of 3% of such September base index; and the maximum increase in that portion of the index that may be taken into account will be 6% of such September base index less the 3% mentioned in the preceding clause, to which will be added any residual tenths of points which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment based on the increase in the CPI from the base month of September 2000 to the measurement month of March 2001.

(iv) Any increase in the CPI from the base month of September 1999 to the measurement month of September 2000 in excess of 6% of the September 1999 base index will not be taken into account in the determination of subsequent cost-of-living adjustments.

(v) The procedure specified in subparagraphs (iii) and (iv) will be applicable to all subsequent periods during which this Article is in effect.

(e) Formula. The number of points change in the CPI during a measurement period, as limited by paragraph (d), will be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion shall not be counted.)

The cost-of-living allowance in effect on June 30, 2001 will be adjusted (increased or decreased) effective July 1, 2001 by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (d), in the CPI during the applicable measurement period. Any residual tenths of a point resulting from such division will be dropped. The result of such division will be added to the amount of the cost-of-living allowance in effect on June 30, 2001 if the CPI will have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index will have been lower at the end than at the beginning of the measurement period and then, only, to the extent that the allowance remains at zero or above. The same procedure will be followed in applying subsequent adjustments.

(f) Continuance of the cost-of-living allowance and the adjustments thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor should, during the effective period of this Article, revise or change the methods or basic data used in calculating such Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W during such measurement period.

Section 2 - Payment of Cost-of-Living Allowances

(a) The cost-of-living allowance payable to each employee effective January 1, 2001 shall be equal to the difference between (i) the cost-of-living allowance effective on that date pursuant to Section 1 of this Part, and (ii) the lesser of (x) the cents per hour produced by dividing one-quarter of the increase, if any, in the carriers' 1999 payment rate for foreign-to-occupation health benefits under the Plan over such payment rate for 1998, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, and (y) one-half of the cost-of-living allowance based on the increase in the CPI from the base month of September 1999 to the measurement month of March 2000.

(b) The increase in the cost-of-living allowance effective July 1, 2001 pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.

(c) The increase in the cost-of-living allowance effective January 1, 2002 pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.

(d) The procedure specified in paragraphs (b) and (c) shall be followed with respect to computation of the cost-of-living

allowances payable in subsequent years during which this Article is in effect.

(e) The definition of the carrier's payment rate for any year for foreign-to-occupation health benefits under the Plan set forth in Section 7 of Article I shall apply with respect to any year covered by this Section.

(f) In making calculations under this Section, fractions of a cent shall be rounded to the nearest whole cent, fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

Section 3 - Application of Cost-of-Living Allowances

The cost-of-living allowance provided for by Section 1 of this Part C will be payable as provided in Section 2 of this Part and will not become part of basic rates of pay. Such allowance shall be applied as follows:

(a) Hourly Rates - Add the amount of the cost-of-living allowance to the hourly rate of pay produced by application of Article I.

(b) Daily-Rates - Determine the equivalent hourly rate by dividing the established daily rate by the number of hours comprehended by the daily rate. The amount of the cost-of-living allowance multiplied by the number of hours comprehended by the daily rate shall be added to the daily rate produced by application of Article I.

(c) Weekly Rates - Determine the equivalent hourly rate by dividing the established weekly rate by the number of hours comprehended by the weekly rate. The amount of the cost-of-living allowance multiplied by the number of hours comprehended by the weekly rate shall be added to the weekly rate produced by application of Article I.

(d) Monthly Rates - Determine the equivalent hourly rate by dividing the established monthly rate by the number of hours comprehended by the monthly rate. The amount of the cost-of-living allowance multiplied by the number of hours comprehended by the monthly rate shall be added to the monthly rate produced by application of Article I.

(e) Minimum Daily Increases - The increase in rates of pay described in paragraphs (a) through (d), inclusive, shall be not less than eight times the applicable increase per hour for each full time day of eight hours, required to be paid for by the rules agreement. In instances where under the existing rules agreement an employee is worked less than eight hours per day, the increase

shall be determined by the number of hours required to be paid for by the rules agreement.

(f) Application of Wage Increases - The increase in wages produced by application of the cost-of-living allowances shall be applied in accordance with the wage or working conditions agreement in effect between each carrier and its employees represented by the Organization signatory hereto. Special allowances not included in said rates and arbitraries representing duplicate time payments will not be increased.

Section 4 - Continuation of Part C

The arrangements set forth in Part C of this Article shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act.

ARTICLE III - DENTAL BENEFITS

Section 1 - Continuation of Plan

The benefits now provided under the Railroad Employees National Dental Plan (Dental Plan), modified as provided in Section 2 below, will be continued subject to the provisions of the Railway Labor Act, as amended.

Section 2 - Benefit Changes

The following changes will be made effective as of January 1, 1999.

(a) The maximum benefit (exclusive of any benefits for orthodonture) which may be paid with respect to a covered employee or dependent in any calendar year beginning with calendar year 1999 will be increased from \$1,000 to \$1,500.

(b) The lifetime aggregate benefits payable for all orthodontic treatment rendered to a covered dependent, regardless of any interruption in service, will be increased from \$750 to \$1,000.

(c) The exclusion from coverage for implantology (including synthetic grafting) services will be deleted and dental implants and related services will be added to the list of Type C dental services for which the Plan pays benefits.

(d) Repair of existing dental implants will be added to the list of Type B dental services for which the Plan pays benefits.

(e) One application of sealants in any calendar year for dependent children under 14 years of age will be added to the list of Type A dental services for which the Plan pays benefits.

(f) The Plan will pay 80%, rather than 75%, of covered expenses for Type B dental services.

(g) The Plan will establish and maintain an 800 telephone number that employees and dependents may use to make inquiries regarding the Plan.

ARTICLE IV - VISION CARE

Section 1 - Establishment and Effective Date

The railroads will establish a Vision Care Plan to provide specified vision care benefits to employees and their dependents, to become effective January 1, 1999 and to continue thereafter subject to provisions of the Railway Labor Act, as amended, according to the following provisions:

(a) Eligibility and Coverage. Employees and their dependents will be eligible for coverage under the Plan beginning on the first day of the calendar month after the employee has completed a year of service for a participating railroad, but no earlier than the first day of January 1999. An eligible employee, along with his eligible dependents, will become covered under the Plan on the first day of the calendar month after he or she first renders compensated service, and will continue to be covered during the month following each month in which he or she renders compensated service or receives vacation pay.

(b) Managed Care. Managed vision care networks that meet standards developed by the National Carriers' Conference Committee concerning quality of care, access to providers and cost effectiveness shall be established wherever feasible. Employees who live in a geographical area where a managed vision care network has been established will be enrolled in the network along with their covered dependents. Employees enrolled in a managed vision care network will have a point-of-service option allowing them to choose an out-of-network provider to perform any vision care service covered by the Plan that they need. The benefits provided by the Plan when services are performed by in-network providers will be greater than the benefits provided by the Plan when the services are performed by providers who are not in-network providers, including providers in geographic areas where a managed vision care network has not been established. These two sets of benefits will be as described in the table below.

Plan Benefit	In-Network	Other Than In-Network
One vision examination per 12-month period.	100% of reasonable and customary charges	100% of reasonable and customary charges up to a \$35 maximum
One set of frames of any kind per 24-month period	100% of reasonable and customary charges ¹	100% of reasonable and customary charges up to a \$35 maximum
One set of two lenses of any kind, including contact lenses, per 24-month period.	100% of reasonable and customary charges ²	<p>100% of reasonable and customary charges up to the following maximums:</p> <p>up to \$25 for single vision lenses</p> <p>up to \$40 for bifocals</p> <p>up to \$55 for trifocals</p> <p>up to \$80 for lenticulars</p> <p>up to \$210 for medically necessary contact lenses</p> <p>up to \$105 for contact lenses that are not medically necessary</p>
Where the employee or dependent requires only one lens	100% of reasonable and customary charges <u>2/</u>	100% of reasonable and customary charges up to a maximum of one-half of the maximum benefit payable for a set of two lenses of the same kind

¹ Patients who select frames that exceed a wholesale allowance established under the program may be required to pay part of the cost of the frames selected.

² Patients may be required to pay part of the cost of spectacle lenses or lens characteristics that are not necessary for the patient's visual welfare. Moreover, patients who choose contact lenses in lieu of spectacles may be required to pay part of a contact lens evaluation fee and part of the cost of fitting and materials.

Section 2 - Administration

The Vision Care Plan will be administered by the National Carriers' Conference Committee, which will bear the same responsibilities and perform the same functions as it does with respect to The Railroad Employees National Dental Plan, including the development of detailed plan language describing the Plan's eligibility, coverage, benefit and other provisions.

ARTICLE V - HEALTH AND WELFARE PLAN

Section 1 - Continuation of Health and Welfare Plan

The Railroad Employees National Health and Welfare Plan ("the Plan") modified as provided in this Article with respect to the employees represented by the organization and their eligible dependents, will be continued subject to the provisions of the Railway Labor Act, as amended.

Section 2 - Benefit Changes

(a) The Comprehensive Health Care Benefit is amended to include one routine physical examination (including diagnostic testing and immunizations in connection with such examination) each calendar year for covered employees and their eligible dependents. Such CHCB benefit shall cover 100% of the Covered Expenses involved up to \$150, and 75% of such Covered Expenses in excess of \$150.

(b) Routine childhood (up to age 18) immunizations, including boosters, for Diphtheria, Pertussis or Tetanus (DPT), measles, mumps, rubella and polio shall be provided under the CHCB. This benefit is subject to the applicable deductible and percentage of covered expenses payable.

(c) Existing Plan provisions not specifically amended by this Section shall continue in effect without change.

(d) This Section shall become effective on January 1, 1999.

ARTICLE VI - SUPPLEMENTAL SICKNESS

The March 29, 1979 Supplemental Sickness Benefit Agreement, as amended by Article IV of the November 27, 1991 Imposed Agreement (Sickness Agreement), shall be further amended as provided in this Article.

Section 1 - Adjustment of Plan Benefits

(a) The benefits provided under the Plan established pursuant to the Sickness Agreement shall be adjusted as provided in

paragraph (b) so as to restore the same ratio of benefits to rates of pay as existed for the period July 1, 1991 through December 31, 1994 under the terms of that Agreement. Enactment of the agreed-upon RUIA legislation shall not cause the ratio of benefits to rates of pay to differ from that which existed for the period July 1, 1991 through December 31, 1994.

(b) Section 4 of the Sickness Agreement shall be revised as follows:

	<u>Per Hour</u>	<u>Per Month</u>
Class I Employees Earning (as of 12/31/94)	\$15.39 or more	\$2,678 or more
Class II Employees Earning (as of 12/31/94)	\$12.57 or more but less than \$15.39	\$2,187 or more but less than \$2,678
Class III Employees Earning (as of 12/31/94)	Less than \$12.57	Less than \$2,187

Basic and Maximum Benefit Amount Per Month

<u>Classification</u>	<u>Basic</u>	<u>RUIA</u>	<u>Maximum</u>
Class I	\$982	\$783	\$1,765
Class II	\$786	\$783	\$1,569
Class III	\$617	\$783	\$1,400

Combined Benefit Limit

<u>Classification</u>	<u>Maximum Monthly Amount</u>
Class I	\$1,893
Class II	\$1,681
Class III	\$1,500

Section 2 - Further Adjustment of Plan Benefits

Effective December 31, 1999, the benefits provided under the Plan shall be adjusted so as to restore the same ratio of benefits to rates of pay as existed on the effective date of this Article.

ARTICLE VII - SKILL DIFFERENTIAL

Section 1

The letter agreement dated December 20, 1993 implementing Article VII of the November 27, 1991 Imposed Agreement is amended as provided below effective October 1, 1996:

(a) Paragraph 1 of that letter is amended as follows:

(1) The phrase "work listed in paragraphs (a) and (b) below" is amended to read "work listed in paragraphs (a), (b), and (c) below";

(2) the following provision is added:

"(c) a differential of 25 cents per hour shall be paid to journeymen electricians with a valid EPA certification who remove ozone-depleting chemicals from air conditioning systems."

(b) Paragraph 2 of that letter agreement is amended to read as follows:

"Journeyman electricians directly engaged in performing work on energized high voltage alternating current utility transmission or distribution lines shall receive a differential of 65 cents per hour for each hour actually spent performing such work. Such differential shall be increased to 85 cents per hour for each hour actually spent performing such work effective January 1, 2000. For the purposes of this paragraph, such high voltage lines shall mean those carrying in excess of 2400 volts."

(c) Paragraph 4 of that letter agreement is amended to read as follows:

"Communications electronic technicians (or equivalent maintainers) with a valid FCC license (or equivalent) who regularly perform repairs and adjustments on electronic equipment shall receive a differential of 65 cents per hour for all hours worked. Such differential shall be increased to 85 cents per hour for all hours worked effective January 1, 2000. This differential shall not be applicable to any employee(s) assigned to perform any gang type work such as construction, pole line, tower, and underground cable."

Section 2

This Article is not intended to restrict any of the existing rights of a carrier except as specifically provided herein.

Section 3

On a carrier where a differential in excess of 25 cents per hour is currently being paid to journeymen electricians for the work described in Section 1(a)(2) of this Article, the General Chairman may elect to preserve such existing differential by written notification to the appropriate carrier official within thirty (30) days after the date of this Agreement.

ARTICLE VIII - GENERAL PROVISIONS

Section 1 - Court Approval

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

Section 2 - Effect of this Agreement

(a) The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the notices dated November 1, 1994 and served upon the organization signatory hereto by the carriers listed in Exhibit A on that date, and notices dated on or subsequent to November 1, 1994, served by the organization upon such carriers. This Agreement shall be construed as a separate agreement by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect through December 31, 1999 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) No party to this Agreement shall serve, prior to November 1, 1999 (not to become effective before January 1, 2000), any notice or proposal for the purpose of changing the subject matter of the provisions of this Agreement or which proposes matters covered by the proposals of the parties cited in paragraph (a) of this Section, and any proposals in pending notices relating to such subject matters are hereby withdrawn.

(c) No party to this Agreement shall serve or progress, prior to November 1, 1999 (not to become effective before January 1, 2000), any notice or proposal which might properly have been served when the last moratorium ended on January 1, 1995.

(d) This Article will not bar management and Committees on individual railroads from agreeing upon any subject of mutual interest.

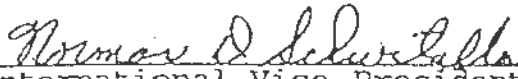
SIGNED AT WASHINGTON, D.C., THIS 16th DAY OF SEPTEMBER, 1996.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

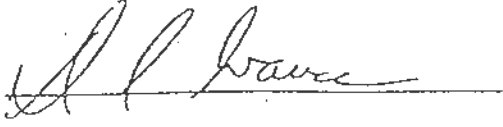
FOR THE EMPLOYEES REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS:

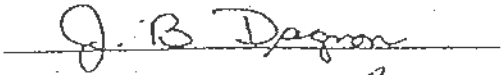


Chairman

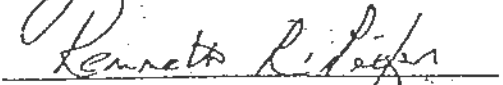


International Vice President

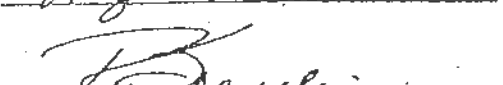




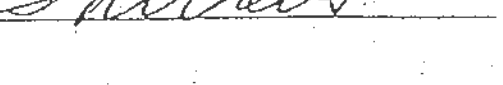












September 16, 1996

#1

Mr. N. D. Schwitalla
International Vice President
International Brotherhood of
Electrical Workers
10400 W. Higgins Road, Suite 110
Rosemont, IL 60018

Dear Mr. Schwitalla:

This confirms our understanding with respect to the general wage increases provided for in Article I, Sections 1 and 3, and the signing bonus provided for in Article I, Section 2, of the Agreement of this date.

The carriers will make all reasonable efforts to pay the retroactive portion of such general wage increases and the signing bonus as soon as possible and no later than sixty (60) days after the date of this Agreement, such payments to be made (on a property by property basis) in either two checks (one for the signing bonus and the other covering the retroactive portion of the general wage increases) or a single check with the amounts of the signing bonus and retroactive wage increase separately identified.

If a carrier finds it impossible to make such payments within that specified time period, such carrier shall notify you in writing explaining why such payments have not been made and indicating when the payments will be made.

Very truly yours,



Robert F. Allen

September 16, 1996
#2

Mr. N. D. Schwitalla
International Vice President
International Brotherhood of
Electrical Workers
10400 W. Higgins Road, Suite 110
Rosemont, IL 60018

Dear Mr. Schwitalla:

This refers to the increase in wages provided for in Sections 1 and 3 of Article I of the Agreement of this date.

It is understood that the retroactive portion of those wage increases shall be applied only to employees who have an employment relationship with a carrier on the date of this Agreement or who retired or died subsequent to December 1, 1995.

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

Yours very truly,



Robert F. Allen

I agree:

Norman D. Schwitalla
N. D. Schwitalla

September 16, 1996
#3

Mr. N. D. Schwitalla
International Vice President
International Brotherhood of
Electrical Workers
10400 W. Higgins Road, Suite 110
Rosemont, IL 60018

Dear Mr. Schwitalla:

This confirms our understanding with respect to the withdrawal by employees of a hospital association railroad represented by the organization signatory hereto from their hospital association.

1. Employees of a carrier working in any class or craft represented by the organization, and retirees who worked in such a class or craft immediately prior to their retirement and who are eligible for coverage under The Railroad Employees National Early Retirement Major Medical Benefit Plan ("ERMA") but who are covered by a hospital association in lieu of coverage under ERMA pursuant to a commitment given to the railroad from which the retirees retired by the hospital association pursuant to Article IV, Part B, Section 3, of the Mediation Agreement dated December 6, 1978, between railroads represented by the National Carriers' Conference Committee ("NCCC") and employees of such railroad represented by the organization, may transfer, as a group, from Hospital Association coverage to coverage under The Railroad Employees National Health & Welfare Plan (Plan) and ERMA upon written notice as provided herein, subject to satisfaction of the terms and conditions set forth in Attachment A hereto.

2. The organization shall provide written notice to the employing railroad, the hospital association, and the Joint Plan Committee of the Plan stating the effective date of such withdrawal, which must be the first day of a calendar month and cannot be less than thirty (30) days after the date such notice is received by the Joint Plan Committee. Individual employees and individual ERMA-eligible retirees shall not have an option to withdraw from hospital association coverage.

3. Upon the effective date of any such withdrawal, the hospital association railroad shall, for purposes of the Plan and ERMA, become a non-hospital association railroad with respect to the labor organization, the withdrawn employees, and the withdrawn ERMA-

eligible retirees. The effective date of such withdrawal must be the first day of a calendar month and cannot be less than thirty (30) days after the date such notice is received by the JPC.

4. The Joint Plan Committee shall see to it that such employees shall, as of such effective date, be covered under the Plan as employees of a non-hospital association railroad. The NCCC shall see to it that such retirees shall, as of such effective date, be covered under ERMA as retirees from a non-hospital association railroad.

5. The Labor Organizations currently offer the benefits of Metra Health Group Policy No. 23111 to their members who have retired from railroad service and their dependents. If, following the withdrawal from a hospital association, as provided herein, of employees only or, where ERMA-eligible retirees are covered by the hospital association, of both employees and ERMA-eligible retirees, the hospital association terminates coverage that it had been providing at the time of such withdrawal to other former railroad craft employees, coverage under Policy No. 23111 will be offered to such other former railroad craft employees and their dependents.

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

Very truly yours,



Robert F. Allen

I agree:


Norman D. Schwitalla
N. D. Schwitalla

ATTACHMENT A

To effectuate a transfer from hospital association coverage to coverage under The Railroad Employees National Health and Welfare Plan (the "Plan") and The Railroad Employees National Early Retirement Major Medical Benefit Plan ("ERMA") pursuant to the side letter to which this Attachment is appended, the following terms and conditions must be satisfied:

1. The application to transfer to coverage under the Plan must be approved by the Joint Plan Committee.

2. The application to transfer to coverage under ERMA must be approved by the National Carriers' Conference Committee.

3. At least ten (10) days prior to the effective date of the transfer, the railroad that employs, or had employed at the time of their retirement, the employees and retirees to be transferred to coverage under the Plan and ERMA shall have received from each active employee, and from each furloughed employee drawing protection, represented by the labor organization involved written authorization allowing and instructing the railroad to deduct in substantially equal installments from two consecutive payroll periods beginning with the first payroll period ending after the effective date of transfer, as reimbursement to the railroad for transmittals made by it to the Plan and to ERMA in connection with the transfer of the employees and retirees to Plan and ERMA coverage, an amount equal to the quotient of (i) the sum of all of the money to be transmitted by the railroad to the Plan as "pickup" contributions for active and furloughed employees, other than the amount of such contributions made in connection with coverage for on-duty injuries, plus all of the money transmitted by the railroad to ERMA with respect to "pickup" contributions applicable to ERMA coverage for transferred retirees, divided by (ii) the number of active employees, and furloughed employees drawing protection, represented by the labor organization involved who will be transferred from hospital association to Plan coverage.

September 16, 1996

#4

Mr. N. D. Schwitalla
International Vice President
International Brotherhood of
Electrical Workers
10400 W. Higgins Road, Suite 110
Rosemont, IL 60018

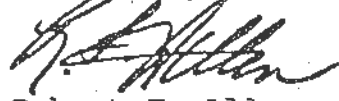
Dear Mr. Schwitalla:

This will confirm our understanding reached in connection with the Agreement of this date.

Signal maintainers in the C&S Department of the Norfolk Southern Railway Company represented by the organization and working under the agreement between the former Norfolk Southern Railway Company and the organization shall receive a differential of \$.65 per hour for all hours worked. Such differential shall be increased to \$.85 cents per hour for all hours worked effective January 1, 2000.

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

Very truly yours,



Robert F. Allen

I agree:


N. D. Schwitalla

ARTICLE I - EMPLOYEE PROTECTION
of the September 25, 1964 National Agreement
(reprinted in its entirety)

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 layoff 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 Chairmen 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 purposed 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.

(c) 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:

<u>Length of Service</u>	<u>Period of Payment</u>
1 yr. and less than 2 yrs.	6 months
2 yrs. " " " 3 "	12 "
3 yrs. " " " 5 "	18 "
5 yrs. " " " 10 "	36 "
10 yrs. " " " 15 "	48 "
15 yrs. and over	60 "

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 date 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 is 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 the 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:

<u>Length of Service</u>	<u>Separation Allowance</u>
1 year and less than 2 years	3 months' pay
2 years " " " 3 "	6 " "
3 " " " " 5 "	9 " "
5 " " " " 10 "	12 " "
10 " " " " 15 "	12 " "
15 years and over	12 " "

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 such 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 employees 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, need not be progressed in the "usual manner" but can be handled directly with the highest designated carrier officer. If such a dispute is not settled in direct negotiations, it shall be handled in accordance with the provisions of Section 3 of the Railway Labor Act, as amended.

September 16, 1996
#5

Mr. N. D. Schwitalla
International Vice President
International Brotherhood of
Electrical Workers
10400 W. Higgins Road, Suite 110
Rosemont, IL 60018

Dear Mr. Schwitalla:

This will confirm our understanding reached in connection with the Agreement of this date to implement the recommendations of Presidential Emergency Board No. 230.

The parties agree that Article I of the September 25, 1964 Agreement (as attached hereto) applies to shopcraft employees on Conrail. Naturally, Conrail has the right to exclude shopcraft employees from the protective program it introduced. Shopcraft employees may not pyramid protective benefits provided by Conrail on the protection afforded by the aforementioned Article I.

Disputes arising under such Article I need not be progressed in the "usual manner" but can be handled directly with the highest designated carrier officer. If such a dispute is not settled in direct negotiations, it shall be handled in accordance with the provisions of Section 3 of the Railway Labor Act, as amended.

Conrail and the organization will commence negotiations with respect to their differences regarding the application of the intracraft assignment rules governing electricians. If the parties fail to reach an agreement, the matter shall be submitted to binding arbitration.

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

Very truly yours,



Robert F. Allen

I agree:


N. D. Schwitalla

September 16, 1996
#6

Mr. N. D. Schwitalla
International Vice President
International Brotherhood of
Electrical Workers
10400 W. Higgins Road, Suite 110
Rosemont, IL 60018

Dear Mr. Schwitalla:

This will confirm our understanding reached in connection with the Agreement of this date.

The parties shall meet nationally at a mutually agreed upon date to discuss matters related to enhanced employment opportunities for employees represented by the organization who may be deprived of employment with a carrier as a result of a transaction authorized under 49 U.S.C. §10901 (or any successor provision) as to which labor protective conditions have not been imposed by any governmental authority.

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

Very truly yours,



Robert F. Allen

I agree:



Norman D. Schwitalla
N. D. Schwitalla

September 16, 1996

#7

Mr. N. D. Schwitalla
International Vice President
International Brotherhood of
Electrical Workers
10400 W. Higgins Road, Suite 110
Rosemont, IL 60018

Dear Mr. Schwitalla:

In regard to our Agreement of this date in settlement of our respective Section 6 Notices of November 1994, this will confirm our understanding on the issue of subcontracting.

Pursuant to your request, the National Carriers' Conference Committee will meet with your designated representative(s) on an on-going basis for the purpose of finding new ways to enhance opportunities for performing electrician's work within the rail industry in lieu of subcontracting such work to non-railroad vendors and/or suppliers.

The carriers signatory to this Agreement recognize that as a result of recent mergers and other activities within the rail industry, it makes sense to review current subcontracting practices and policies and to work with their employees in discussing new and mutually satisfactory approaches to this issue.

Conferences to begin such discussions will commence no later than January 15, 1997. Such meetings will be held no less than once every three (3) months thereafter unless otherwise agreed.

If this reflects our understanding, please indicate your concurrence in the space provided below.

Very truly yours,



Robert F. Allen

I agree:


N. D. Schwitalla

September 16, 1996
#8

Mr. N. D. Schwitalla
International Vice President
International Brotherhood of
Electrical Workers
10400 W. Higgins Road, Suite 110
Rosemont, IL 60018

Dear Mr. Schwitalla:

This will confirm our understanding with respect to the subject of shift premiums.

1. Upon request of the organization, the parties shall meet nationally for the purpose of forming a Study Committee on this matter.

2. The Study Committee shall consist of three partisan members representing the carriers and three partisan members representing the organization. The parties shall assume the compensation and expenses of their respective partisan members.

3. The Study Committee shall meet promptly after its formation to establish its operating procedures and periodically thereafter.

4. The Study Committee shall comprehensively review the pertinent facts and issues and attempt to develop joint voluntary recommendations to the parties with regard to the propriety of shift premiums in the future.

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

Very truly yours,


Robert F. Allen

I agree:


N. D. Schwitalla

September 16, 1996
#9

Mr. N. D. Schwitalla
International Vice President
International Brotherhood of
Electrical Workers
10400 W. Higgins Road, Suite 110
Rosemont, IL 60018

Dear Mr. Schwitalla:

This confirms our understanding with respect to the Agreement of this date.

The parties exchanged various proposals and drafts antecedent to adoption of the various Articles that appear in this Agreement. It is our mutual understanding that none of such antecedent proposals and drafts will be used by any party for any purpose and that the provisions of this Agreement will be interpreted and applied as though such proposals and drafts had not been used or exchanged in the negotiation.

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

Yours very truly,



Robert F. Allen

I agree:


N. D. Schwitalla

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES DATED NOVEMBER 1, 1994 OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS IN ACCORDANCE THEREWITH, SERVED BY AND ON BEHALF OF SUCH CARRIERS UPON THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AND NOTICES DATED ON OR SUBSEQUENT TO NOVEMBER 1, 1994 AND SERVED ON SUCH CARRIERS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS FOR CONCURRENT HANDLING THEREWITH.

Subject to indicated footnotes, this authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to employees represented by the International Brotherhood of Electrical Workers.

Alameda Belt Line

Atchison, Topeka and Santa Fe Railway Company

Bangor and Aroostook Railroad Company - 1

The Belt Railway Company of Chicago - 1

Burlington Northern Railroad Company

Chicago and North Western Railway Company

Consolidated Rail Corporation

CSX Transportation, Inc.

The Baltimore and Ohio Chicago Terminal R.R. Co.

The Baltimore and Ohio Railroad Company (former)

The Chesapeake and Ohio Railway Company (former)

Clinchfield Railroad (former)

Louisville and Nashville Railroad Company (former)

Pere Marquette Railway Company (former)

Seaboard Coast Line Railroad Company (former)

Western Maryland Railway Company (former)

Galveston, Houston & Henderson Railway

Houston Belt and Terminal Railway Company

The Kansas City Southern Railway Company

CP-Kansas City Southern Joint Agency

Lake Superior & Ishpeming Railroad Company - 2

Missouri-Kansas-Texas Railroad

Oklahoma, Kansas & Texas Railroad

Missouri Pacific Railroad

Norfolk Southern Railway Company - 3

The Alabama Great Southern Railroad Company

Atlantic & East Carolina Railway Company

Central of Georgia Railroad Company

The Cincinnati, New Orleans & Texas Pacific Ry. Co.

Georgia Southern and Florida Railway Company

Interstate Railroad Company

Norfolk & Western Railway Company

Tennessee, Alabama and Georgia Railway Company


Tennessee Railway Company

Northern Indiana Commuter Transportation District - 1
Peoria and Pekin Union Railway Company
Portland Terminal Railroad Company
Terminal Railroad Association of St. Louis
Texas & Pacific Railway Company
Union Pacific Railroad
Western Pacific Railroad

NOTES:

- 1 - Health and Welfare and Supplemental Sickness only.
- 2 - Wages and Rules and Supplemental Sickness only.
- 3 - Supplemental Sickness authorization excludes monthly-rated communications workers.

FOR THE CARRIERS:



FOR THE INTERNATIONAL BROTHER-
HOOD OF ELECTRICAL WORKERS:



Washington, D.C.
September 16, 1996

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES DATED NOVEMBER 1, 1994 OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS IN ACCORDANCE THEREWITH, SERVED BY AND ON BEHALF OF SUCH CARRIERS UPON THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AND NOTICES DATED ON OR SUBSEQUENT TO NOVEMBER 1, 1994 AND SERVED ON SUCH CARRIERS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS FOR CONCURRENT HANDLING THEREWITH.

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