AGREEMENT

DATED FEBRUARY 10, 1971

BETWEEN RAILROADS REPRESENTED BY THE
NATIONAL RAILWAY LABOR CONFERENCE

AND THE
EASTERN, WESTERN AND SOUTHEASTERN
CARRIERS' CONFERENCE COMMITTEES

AND THE EMPLOYEES OF SUCH RAILROADS
REPRESENTED BY THE
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

HOTEL & RESTAURANT EMPLOYEES AND
BARTENDERS INTERNATIONAL UNION
ARTICLE IV - VACATIONS

Section 1. Insofar as applicable to the employees covered by this Agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, Article 1 of that Agreement, as last amended by the Agreement of May 17, 1968, is hereby further amended effective January 1, 1973, to read as follows:

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

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

(c) Effective with the calendar year 1973, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has ten (10) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of ten (10) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1973, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty (20) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty (20) of such years, not necessarily consecutive.
(e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.

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

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

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

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

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

Section 2. Insofar as applicable to the employees covered by this agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, Article 15 of such agreement is hereby further amended to read as follows:

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

Section 3. Insofar as applicable to the employees covered by this agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, Section 3 of Article I of the Agreement of August 21, 1954 is hereby amended, effective January 1, 1972, to read as follows:

An employee's vacation period will not be extended by reason of any of the eight recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the eight holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

Such Section 3 is further amended, effective January 1, 1973, to change the references to "eight recognized holidays" to "nine recognized holidays" and add Veterans Day to the holidays named.

Section 4.

(a) Rules in effect on the individual carriers parties hereto which provide for annual vacations with pay to employees covered
by this Agreement that are represented by the Hotel & Restaurant Employees and Bartenders International Union shall be amended by adding a provision that effective January 1, 1973 an annual vacation of five weeks (25 percent more vacation time than is now provided in the respective agreements for four weeks vacations) with pay will be granted to each such employee who has twenty-five or more years of continuous service with the employing carrier and who qualified for a vacation under existing rules on the individual railroads. The number of days or hours required in each year to qualify for vacation of five weeks shall be the same as are now required to qualify for vacation of four weeks.

(b) Such rules shall be further amended by adding the following provision, effective January 1, 1973:

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

ARTICLE V - PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

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

(a) Covered Conditions -

This Article is intended to cover accidents involving employees covered by this agreement while such employees are riding in 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
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HOTEL & RESTAURANT EMPLOYEES AND
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by the Hotel & Restaurant Employees and Bartenders International Union shall be amended by adding a provision that effective January 1, 1973, an annual vacation of five weeks (25 percent more vacation time than is now provided in the respective agreements for four weeks vacations) with pay will be granted to each such employee who has twenty-five or more years of continuous service with the employing carrier and who qualified for a vacation under existing rules on the individual railroads. The number of days or hours required in each year to qualify for vacation of five weeks shall be the same as are now required to qualify for vacation of four weeks.

(b) Such rules shall be further amended by adding the following provision, effective January 1, 1973:

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

ARTICLE V - PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

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

(a) Covered Conditions -

This Article is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

(1) deadheading under orders or

(2) being transported at carrier expense.

(b) Payments to be Made -

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below resulting 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 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) **Accidental Death or Dismemberment**

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of Life</td>
<td>$100,000</td>
</tr>
<tr>
<td>Loss of Both Hands</td>
<td>100,000</td>
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<tr>
<td>Loss of Both Feet</td>
<td>100,000</td>
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<tr>
<td>Loss of Sight of Both Eyes</td>
<td>100,000</td>
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<tr>
<td>Loss of One Hand and One Foot</td>
<td>100,000</td>
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<tr>
<td>Loss of One Hand and Sight of One Eye</td>
<td>100,000</td>
</tr>
<tr>
<td>Loss of One Foot and Sight of One Eye</td>
<td>100,000</td>
</tr>
<tr>
<td>Loss of One Hand or One Foot or Sight of One Eye</td>
<td>50,000</td>
</tr>
</tbody>
</table>

"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 $100,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) **Medical and Hospital Care**

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of $3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan 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 full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of $100.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.
(4) **Aggregate Limit**

The aggregate amount of payments to be made hereunder is limited to $1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of $1,000,000 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 Article V is to provide a guaranteed recovery by an employee or his personal representative
under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) **Subrogation:**

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

The payments provided for above will be made, as above provided, for covered accidents on or after May 1, 1971.

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

> "In consideration of the payment of any of the benefits provided in Article V of the Agreement of February 10, 1971, (employee or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by Article V."

**Savings Clause**

This Article V supersedes as of May 1, 1971, any agreement providing benefits of a type specified in paragraph (b) hereof under the conditions specified in paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may by advising the other party in writing by April 1, 1971, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article V in lieu of this Article V.

**ARTICLE VI - EMERGENCY FORCE REDUCTION RULE**

(a) 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 an individual carrier's operations in whole or in part is due to a labor dispute between such carrier and any of its employees.