AGREEMENT

DATED APRIL 27, 1973

between railroads represented by the
NATIONAL CARRIERS' CONFERENCE COMMITTEE

and

employees of such railroads represented by the
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
AGREEMENT

This Agreement made this 27th day of April, 1973, 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 Brotherhood of Maintenance of Way Employees, witnesseth:

IT IS AGREED:

ARTICLE I - GENERAL WAGE INCREASE

Effective January 1, 1974, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on December 31, 1973 for employees covered by this Agreement will be increased in the amount of 4 percent applied so as to give effect to this increase in pay irrespective of the method of payment. The increase shall be applied as follows:

(a) Hourly Rates - Add 4 percent to the existing hourly rates of pay.

(b) Daily Rates - Add 4 percent to the existing daily rates of pay.

(c) Weekly Rates - Add 4 percent to the existing weekly rates of pay.

(d) Monthly Rates - Add 4 percent to the existing monthly rates of pay.

(e) Piece Work - Adjustment of piece-work rates of pay shall be based on the amount of increase applicable to the basic hourly rate for the class of work performed. Where piece-work rates of pay are in effect on carriers having special rules as to the application of any increase, or decrease, in such rates, such rules shall apply.

(f) Deductions - Insofar as concerns deductions, which may be made from the rates resulting from the increase herein granted, under Section 3(m) of the Fair Labor Standards Act of 1938, they may continue to be made to the extent that such deductions were being legally made as of August 31, 1941.

(g) Application of Wage Increase - The increase in wages provided for in this provision shall be applied in accordance with the wage or working conditions agreement in effect between each carrier and its employees represented by the Brotherhood of Maintenance of Way Employees. Special allowances not included in fixed daily, weekly or monthly rates of pay for all services rendered will not be increased. Overtime hours will be computed in accordance with the individual schedules for all overtime hours paid for.
ARTICLE II - COST-FREE UNION DUES DEDUCTION AGREEMENT

Within 60 days following request by the organization, each railroad party to this Agreement and the organization signatory to this Agreement will reach an understanding or agreement to modify their union dues deduction agreement (or, if there is no dues deduction agreement, the parties on the individual railroads will negotiate a union dues deduction agreement), effective with the first calendar quarter following 60 days after the date of such agreement (unless otherwise agreed to), which will conform to the following guidelines:

1. Deductions will be made quarterly and will be limited to union dues, initiation fees, and assessments (not including fines and penalties) which are uniformly required as a condition of acquiring or retaining membership.

2. No costs will be charged against the organization or the affected employees in connection with the dues deduction agreement.

3. Appropriate written assignment form executed by the individual involved must be in the hands of the designated railroad officer at least 30 days in advance of the first payroll deduction scheduled for that individual; provided, however, that dues deduction assignments currently in effect need not be reexecuted and may be continued in effect subject to their terms and conditions.

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

5. The parties to the dues deduction agreement will mutually agree on the payroll period on which the deductions uniformly will be made.

6. The dues deduction agreement will include appropriate priorities of deductions in cases where the individual's pay check is insufficient to permit deduction of the full amounts specified on the deduction lists. The following payroll deductions, as a minimum, will have priority over the deductions called for by the dues deduction agreement:

   Federal, State, and Municipal taxes; premiums on any life insurance, hospital-surgical insurance, group accident or health insurance, or group annuities; other deductions required by law, such as garnishments and attachments; and amounts due the carrier by the individual.

7. In the event there is insufficient earnings to permit the full amount of the union dues deduction, no deduction will be made.

8. The carrier will furnish uniform alphabetical deduction lists (in triplicate) for each local lodge each quarter. Such lists will include the employee's name, Social Security number or pay roll identification number and the amount of union dues deducted from the pay of each employee.
This Article II becomes effective 60 days after the date of this Agreement on each of the carriers party to this Agreement, unless within 45 days after the date of this Agreement the General Chairman of the organization signatory hereto advises the designated railroad officer in writing that the organization desires to retain the existing dues deduction agreement. In that event, all of the provisions of the existing dues deduction agreement will be retained, subject to the provisions of Article V of this Agreement.

ARTICLE III - STANDING COMMITTEE

It is hereby agreed that the parties signatory to this Agreement will establish within 60 days of the date of this Agreement a Standing Committee for the purpose of reviewing and studying subjects of mutual interest during the term of this Agreement. The parties will mutually agree on the procedures under which it will operate.

Each of the parties to this Agreement may propose items to be considered by the Standing Committee at any time during the term of this Agreement.

ARTICLE IV - COURT APPROVAL

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

ARTICLE V - 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 dispute growing out of the notice served upon the carriers listed in Exhibit A by the organization signatory hereto dated on or about February 12, 1973. 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, 1974 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 July 1, 1974 (not to become effective before January 1, 1975), any notice or proposal for changing the provisions of this Agreement or which proposes matters covered by the proposals of the organization cited in paragraph (a) of this Article, or any notice or proposal to amend the February 7, 1965 Agreement or similar agreements, and any pending notices which propose such matters are hereby withdrawn.
(c) Any pending proposals relating to inequity wage adjustments are hereby withdrawn and no such proposals will be served prior to July 1, 1974 (not to become effective before January 1, 1975), with the exception that if a carrier party hereto proposes a merger or coordination or a major technological change, the organization may, in relation thereto serve and progress proposals for changes in rates of pay on an individual position basis based upon increased duties and/or responsibilities by reason of such contemplated merger, coordination or major technological change.

Note: For purposes of this Agreement a "major technological change" is one involving 25 or more employees subject to the pay provisions of the collective bargaining agreement between an individual railroad and the organization party to this Agreement.

(d) During the term of this Agreement, pending proposals covering subject matters not specifically dealt with in paragraph (a), (b) and (c) of this Article need not be withdrawn and new proposals covering such subject matters may be served, and such pending or new proposals may be progressed within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended.

(e) This Article will not debar transactions under Article III of the Agreement of October 7, 1959, Mediation Case No. A-5987, covering employees represented by the Brotherhood of Maintenance of Way Employees.

(f) This Article will not debar management and committees on individual railroads from agreeing upon any subject of mutual interest.

ARTICLE VI - RAILROAD RETIREMENT AMENDMENTS CONTINGENCY

This Agreement is contingent upon the enactment of legislation accomplishing the purposes specified in Appendix 1 attached hereto and hereby made a part hereof.


FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

[Signature]
Chairman

FOR THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES:

[Signature]
H. C. Crotty
President
FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A: (CONT'D)

S. R. Baker
J. K. Day Jr.
J. C. DeBute
G. Harman
J. R. Jones
J. M. Mahon
C. E. Schumacher
Earl Shinn

FOR THE BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES: (CONT'D)

S. E. Fleming
Vice President

R. R. Painter
Vice President

R. A. Flanagan, Jr.
Director of Research

J. Palloni
Assistant to President

J. R. McGlashlin
National Legislative Representative
Railroad Retirement Legislation

The carriers and the railway labor unions will jointly support legislation which will accomplish the following:


(b) A joint Standing Committee consisting of members representing the railway labor unions and the carriers will be established to consider all of the matters relating to restructuring the Railroad Retirement System, including but not limited to such matters as financing the deficiencies, dual Railroad Retirement and Social Security benefits, adoption of a two tier system (i.e., a Social Security tier and a supplementary Railroad Retirement tier), restructuring of the benefit formulas, consideration of any matters considered by the Commission on Railroad Retirement, and any other subjects which the parties may propose. The joint Standing Committee will report to the Congress by July 1, 1974. If the joint Committee can not agree on a joint report and recommendations, the railway labor unions and the carriers will submit ex parte reports to the Congress by July 1, 1974.

(c) The Railroad Retirement Tax Act to be amended to provide that commencing October 1, 1973 the employers will assume the 4.75% of the employee taxable compensation in excess of the 5.85% employee Social Security tax (a maximum of $42.75 per employee per month in 1973, and a maximum of $47.50 per employee per month in 1974.)

(d) The Railroad Retirement Act to be amended to provide that commencing July 1, 1974 employees with 30 years of service and attained age of 60 may retire without actuarial reduction in their annuities.

(e) If during the period July 1, 1973 through December 31, 1974 the Social Security Act is amended to provide for increased benefits, the dollar amount of such benefit increases will be "passed through" to the Railroad Retirement benefit structure effective on the same date or dates the Social Security benefits are increased.

(f) Except as specifically provided herein, neither the carriers nor the railway labor unions will propose or support legislation seeking changes in benefit levels or new types of benefits to become effective prior to January 1, 1975.
RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE FOR THE PURPOSE OF NEGOTIATING AN AGREEMENT ON PROPOSED LEGISLATIVE CHANGES IN THE RAILROAD RETIREMENT ACT AND THE RAILROAD RETIREMENT TAX ACT WITH THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES; AND IN CONNECTION WITH NOTICES, DATED ON OR ABOUT FEBRUARY 12, 1973, SERVED UPON VARIOUS RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS IN ACCORDANCE WITH THE PROPOSALS SET FORTH IN ATTACHMENT "A" THERETO.

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 Brotherhood of Maintenance of Way Employes.

Note: - This authorization is subject to the stipulation contained in Letter of Understanding dated August 19, 1960.

Akron & Barberton Belt Railroad
Akron, Canton & Youngstown Railroad
Alton & Southern Railway
Ann Arbor Railroad
Atchison, Topeka and Santa Fe Railway
Atlanta and West Point Rail Road - The Western Railway of Alabama
Atlanta Joint Terminals
Baltimore and Ohio Railroad
Baltimore and Ohio Chicago Terminal Railroad
Bangor and Aroostook Railroad
Belt Railway Company of Chicago
Bessemer and Lake Erie Railroad
Burlington Northern, Inc.
Butte, Anaconda & Pacific Railway
Camas Prairie Railroad
Canadian National Railways -
    Great Lakes Region, Lines in the United States
    St. Lawrence Region, Lines in the United States
Central of Georgia Railroad
Central Vermont Railway, Inc.
Chesapeake & Ohio Railway
Chicago & Eastern Illinois Railroad
Chicago & Illinois Midland Railway
Chicago and North Western Transportation Company
Chicago and Western Indiana Railroad
Chicago, Milwaukee, St. Paul and Pacific Railroad
Chicago Produce Terminal Company
Chicago, Rock Island and Pacific Railroad
Chicago Short Line Railway
Chicago South Shore and South Bend Railroad
Chicago Union Station Company
Chicago, West Pullman & Southern Railroad
Cincinnati Union Terminal Company
Clinchfield Railroad
Colorado and Southern Railway
Colorado & Wyoming Railway
Davenport, Rock Island and North Western Railway
Dayton Union Railway
Delaware & Hudson Railway
Denver and Rio Grande Western Railroad
Denver Union Terminal Railway
Des Moines Union Railway
Detroit and Toledo Shore Line Railroad
Detroit Terminal Railroad
Detroit, Toledo and Ironton Railroad
Duluth, Missabe and Iron Range Railway
Duluth, Winnipeg & Pacific Railway
Elgin, Joliet and Eastern Railway
*Erie Lackawanna Railway
Port Worth and Denver Railway
Georgia Railroad
Grand Trunk Western Railroad
Green Bay & Western Railroad
Houston Belt & Terminal Railroad
Illinois Central Gulf Railroad
Illinois Northern Railway
Illinois Terminal Railroad
Indiana Harbor Belt Railroad
Indianapolis Union Railway
Jacksonville Terminal Company
Joint Texas Division of the CRI&P Railroad and FW&D Railway
Kansas City Southern Railway
Kansas City Terminal Railway
Kentucky & Indiana Terminal Railroad
Lake Superior & Ishpeming Railroad
Lake Superior Terminal and Transfer Railway
Longview, Portland & Northern Railway
Los Angeles Junction Railway
Louisiana & Arkansas Railway
Louisville and Nashville Railroad
Maine Central Railroad
Portland Terminal Company
Minneapolis, Northfield and Southern Railway
Minnesota & Manitoba Railroad
Minnesota Transfer Railway
Missouri-Kansas-Texas Railroad
Missouri Pacific Railroad
Missouri-Illinois Railroad
Monongahela Railway
Montour Railroad
New Orleans Public Belt Railroad
New Orleans Union Passenger Terminal
New York, Susquehanna and Western Railroad
Norfolk and Portsmouth Belt Line Railroad
Norfolk and Western Railway
Norfolk Southern Railway
Northwestern Pacific Railroad
Oregon, California and Eastern Railway
Peoria and Pekin Union Railway
Pittsburg & Shawmut Railroad
Pittsburgh & Lake Erie Railroad, The Lake Erie & Eastern Railroad
Pittsburgh, Chartiers & Youghiogheny Railway
Portland Terminal Railroad Company
Port Terminal Railroad Association
Quanah, Acme & Pacific Railway
Richmond, Fredericksburg and Potomac Railroad, including Potomac Yard
St. Joseph Terminal Railroad
2-St. Louis-San Francisco Railway
St. Louis Southwestern Railway
Saint Paul Union Depot Company
San Diego & Arizona Eastern Railway
Seaboard Coast Line Railroad
Soo Line Railroad
Southern Pacific Transportation Company - (Pacific Lines and Texas and Louisiana Lines)
Southern Railway
Alabama Great Southern Railroad
Cincinnati, New Orleans & Texas Pacific Railway
Georgia Southern and Florida Railway
New Orleans Terminal Company
St. Johns River Terminal Company
Carolina and Northwestern Railway
Interstate Railroad Company
Atlantic and East Carolina Railway
Chattanooga Traction Company
Georgia Northern Railway (Albany and Northern Seniority District)
Louisiana Southern Railway Company
Live Oak, Perry and South Georgia Railroad
South Omaha Terminal Railway
Spokane International Railroad
Staten Island Railroad Corporation
Terminal Railroad Association of St. Louis
3-Texas and Pacific Railway
Abilene & Southern Railway
Fort Worth Belt Railway
Texas-New Mexico Railway
Weatherford, Mineral Wells & Northwestern Railway
Texas Mexican Railway
Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans
Toledo Terminal Railroad
Toledo, Peoria and Western Railroad
Union Pacific Railroad
Union Terminal Railway-St. Joseph Belt Railway
Upper Merion & Plymouth Railroad
Walla Walla Valley Railway
Washington Terminal Company
Western Maryland Railway
Western Pacific Railroad
Wichita Terminal Association
Wichita Union Terminal Railway
Yakima Valley Transportation Company

NOTES:

* - Subject to the approval of the Courts.

1 - Authorization includes the Gulf District.

2 - Authorization includes the AT&N District.

3 - Authorization includes the Midland Valley and KOGG Subdivisions.

FOR THE CARRIERS:

William H. Heppley

FOR THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES:

S. E. Partlow

Washington, D. C.,
April 19, 1973
April 27, 1973

Mr. H. C. Crotty, President
Brotherhood of Maintenance of Way Employees
12050 Woodward Avenue
Detroit, Michigan 48203

Dear Mr. Crotty:

This will confirm our understanding with you regarding paragraph (d) of Article V of our Agreement of April 27, 1973, and also regarding the establishment of a Standing Committee for considering the interpretation and application and facilitating the functioning of Article IV - Contracting Out - of the Maintenance of Way National Agreement of May 17, 1968.

We recognize that the immediately preceding ENWE agreement did not include a provision comparable to paragraph (d) of Article V and therefore does not provide a precedent (such as there is with respect to the agreements of some other organizations), and it is understood that no precedent is being established by its inclusion in the agreement of April 27, 1973. We have agreed that during the term of the agreement we will jointly make good faith efforts to see whether it is possible to develop better labor relations in the railroad industry through all available means, short of self-help. In this connection, we agree that the limitation in Article V, paragraph (d), to "the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended" excludes all forms of self-help and so excludes unilateral imposition of a carrier proposal after the procedures of the Act have been exhausted.

We have in mind particularly the hope that the Standing Committee procedure set up under Article III of our Agreement of April 27, 1973 will provide a means of amicably working out the problems that labor or management may have over a relatively short period without the necessity of revising our agreement, except as mutually agreeable.

The problem of the contracting out of maintenance of way work affords a good example of what we think may be possible. We understand that it is the position of the organization that work should be performed to a
maximum degree by railroad employees and that contracting out should be held to the minimum consistent with operating and maintenance practicalities, and that the achievement of this goal should not be thwarted through unnecessary depletion of skilled forces, abolition of facilities, lack of proper training programs, or any other avoidable developments which generate the impetus for contracting out that would otherwise be unnecessary. Although Article IV of the May 17, 1968 Agreement recites that nothing in the Article "shall affect the rights of either party in connection with contracting out," at the same time the article is directed toward promoting agreement between the parties when specific problems arise on a railroad. We agree to the establishment of a Standing Committee to address itself to these problems, in light of the position of the organization, so that the purpose of Article IV can be achieved. The Standing Committee will not supplant the disputes machinery provided by the Railway Labor Act but will have as its central purpose the avoidance and settlement of misunderstandings before they reach the dispute level. The Standing Committee may also, where appropriate, agree on basic principles that should underlie the interpretation and application of the contracting out provision and encourage the parties to follow such principles.

We will promptly bring to the attention of the chief labor relations officers of the railroads the deep concern of your organization with respect to contracting out problems and apprise them of our commitment, as well as yours, to use this Standing Committee as the mechanism through which we can achieve a mutually acceptable accommodation of this important matter.

If the foregoing is in conformity with your understanding of our discussions as to paragraph (d) of Article V of the current agreement and as to Article IV of the Agreement of May 17, 1968, please signify your approval hereunder.

Yours very truly,

William H. Dempsey

William H. Dempsey

APPROVED:

Harold C. Crotty, President
Brotherhood of Maintenance of Way Employees
MAINTENANCE OF WAY EMPLOYEES’
SUPPLEMENTAL SICKNESS BENEFIT AGREEMENT

THIS AGREEMENT, made this 15th day of May, 1973, 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 of such carriers shown
thereon and represented by the Brotherhood of Maintenance of Way Employees,
witnesseth:

IT IS AGREED:

1. Establishment of Supplemental Sickness Benefit Plan.
Effective July 1, 1973 a Supplemental Sickness Benefit Plan (hereinafter
referred to as this Plan) is established to cover maintenance of way
employees. The benefits to be provided, the qualifying conditions, and
the administration of this Plan are set forth in the paragraphs which follow.

2. Eligibility for Benefits: Eligible Employees, Insured
Employees, Qualified Employees.

(a) Eligible Employees. Subject to the provisions of Paragraph
3, benefits will be provided employees under this Plan if, as the result
of an accidental bodily injury which occurred or a sickness which commenced
while the employee was insured, the employee is disabled to the extent
that he is unable to perform the duties of any job available to him in
his craft, or, if there is no job available to him in his craft, to the
extent that he is unable to perform the duties of the last job on which
he worked prior to commencement of the disability. Employees eligible
for benefits are designated "Eligible Employees."

(b) Insured Employees. A qualified employee will be insured
each month in which he rendered compensated service
for a participating railroad under the coverage of a schedule agreement
held by the Brotherhood of Maintenance of Way Employees, or takes vacation
with pay for which he has qualified under such a schedule agreement.
A qualified employee previously insured who ceased to be insured because
of disability (as defined in Paragraph 2(a)), furlough, leave of absence
or discharge, and who returns to work for the same railroad, or who
commences work for another railroad at the direction of the management
of his home road or by virtue of his seniority on his home road or under
the provisions of a protective agreement or order of a regulatory authority,
within twelve calendar months after his insurance had terminated, shall
again become insured on the day on which he again renders compensated
service under the coverage of a schedule agreement held by the Brotherhood
of Maintenance of Way Employees, and his insurance shall continue for the
remainder of that calendar month. An employee who while insured leaves the
service of one railroad, and without missing more than one week of work
returns to work for another railroad on which he is already a qualified
employee, will continue to be insured for the remainder of that calendar month.
Note: The term "insured" in this Paragraph 2 does not necessarily imply coverage by a contract of insurance as referred to in Paragraph 7.

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

(i) has completed 30 days of continuous employment relationship with the same participating railroad, in a capacity in which he has been represented by the Brotherhood of Maintenance of Way Employees and covered by its schedule agreement, and

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

"An employee shall be a 'qualified employee' if the Board finds that his compensation will have been not less than $1,000 with respect to the base year, and, if such employee has had no compensation prior to such year, that he will have had compensation with respect to each of not less than seven months in such year."

The term "base year" means the completed calendar year immediately preceding the beginning of a benefit year. The term "benefit year" means for purposes of the above definition the twelve-month period beginning July 1 of any year and ending June 30 of the next year. In arriving at the $1,000, only the first $400 of compensation in any month is counted. If the Act should be amended so as to change the definition of "qualified employee" or the associated elements mentioned above during the life of this Agreement, this Paragraph 2(c) will be regarded as amended in conformity with the Act.

An employee will become a qualified employee the first day of the calendar month after he fulfills both such conditions. The requirement of Subparagraph (c)(1) will be waived with respect to an insured employee who is furloughed and while insured commences work for another participating railroad.

3. Exclusions and Limitations. No benefits will be provided under this Plan -

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

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

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

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

(e) for any disability commencing after the employee has commenced work on a regular or permanent basis for the participating railroad on a position other than a position coming under a schedule agreement held by the Brotherhood of Maintenance of Way Employees, unless the last position on which he rendered service prior to the disability was a position coming under such a schedule agreement;

(f) for any intentionally self-inflicted disability;

(g) for disability to which the contributing cause was the commission or attempted commission by the employee of an assault, battery or felony;

(h) for disability due to war or act of war, whether war is declared or not, insurrection or rebellion, or due to participation in a riot or civil commotion;

(i) for any period during which an employee is unable to work as the result of pregnancy or resulting childbirth, abortion or miscarriage, except that, subject to the other provisions of this Paragraph 3, benefits will be provided in case of miscarriage resulting from an accident or injury;

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

(k) after the employee has attained 65 years of age; or

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

4. Benefits

(a) Subject to the provisions of Subparagraph 4(b), the monthly benefit under this Plan for employees eligible to receive sickness benefits under the Railroad Unemployment Insurance Act will be the amount shown in Column 4 of Schedule A below, and the monthly benefit under this Plan for employees who have exhausted their sickness benefits under the Railroad Unemployment Insurance Act will be the amount shown in Column 6 of Schedule A
below, determined on the basis of the rate of pay (including any differentials regularly paid on the position) as of December 31, 1972, as shown in Column 2 or Column 3, of the last position on which the employee rendered service prior to commencement of the disability:

### A. Benefit Schedule

<table>
<thead>
<tr>
<th>Last Position on Which Service was Rendered Prior to Disability</th>
<th>Rate of Pay as of December 31, 1972</th>
<th>Employees Eligible for RUIA Sickness Benefits*</th>
<th>Employees Who Have Exhausted Their RUIA Sickness Benefits*</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>Hourly (2)</td>
<td>Per Month (4)</td>
<td>Per Month (6)</td>
</tr>
<tr>
<td></td>
<td>Monthly (3)</td>
<td>Per Day (5)</td>
<td>Per Day (7)</td>
</tr>
<tr>
<td>Class 1 - Mechanics' or comparable or higher rated positions</td>
<td>$4.60 or above</td>
<td>$273.00 or $9.10</td>
<td>$473.00 or $15.77</td>
</tr>
<tr>
<td></td>
<td>$800.00 or above</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class 2 - lower rated positions</td>
<td>Below $4.60 or Below $800.00</td>
<td>$185.00 or $6.17</td>
<td>$385.00 or $12.83</td>
</tr>
</tbody>
</table>

* Payable during the 5th, 6th and 7th days of a disability if the employee is eligible for benefits under this Plan even though no benefits may be payable under the Act. (Under the Act, in the first registration period, in a benefit year, in which an employee has seven or more days of sickness, his benefits commence with the eighth day of sickness.)

**Note:** Weekly rated positions will be classified with reference to Column 3 of Schedule A on the basis of the weekly rate multiplied by 4-1/3.

For disabilities lasting less than a month, and for any residual days of disability lasting more than an exact number of months, benefits will be paid on a calendar days basis at 1/30 of the monthly benefit rate, as shown in Columns 5 and 7 of Schedule A.

(b) If the Railroad Unemployment Insurance Act should be so amended as to increase daily benefit rates thereunder for days of sickness, and the sum of 21.75 times the average daily benefit for the Class under the Act as so amended, as identified below, plus the amounts shown in Column 4 of Schedule A above should exceed the amounts in Column 5 of Schedule B below, the amounts shown in Columns 4 and 5 of Schedule A shall be reduced to the extent that the sum of the amounts shown in Column 4 plus 21.75 times the average daily benefit...
for the Class under the amended Act, as identified below, will not exceed
the amounts shown in Column 5 of Schedule B. "The average daily benefit for
the Class under the Act as so amended" for purposes of this Paragraph 4(b)
is the benefit which would be payable to an employee who had worked full
time in his base year and whose hourly rate of pay at the December 31, 1972
wage level (or hourly equivalent of his monthly rate) was:

For employees in Class 1 - $4.95
For employees in Class 2 - $4.15

### B. Limit Schedule

<table>
<thead>
<tr>
<th>Last Position on Which Service was Rendered Prior to Disability (1)</th>
<th>Rate of Pay as of December 31, 1972 Hourly (2)</th>
<th>Rate of Pay as of December 31, 1972 Monthly (3)</th>
<th>Average Straight Time Monthly Earnings (4)</th>
<th>70% of Average Straight Time Monthly Earnings (5)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 1 - Mechanics' or comparable or higher rated positions</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$4.60 or above or above</td>
<td>$800.00 or above or above</td>
<td>$859.00</td>
<td>$601.00</td>
<td></td>
</tr>
<tr>
<td>Class 2 - lower rated positions</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Below or below or below</td>
<td>Below or below or below</td>
<td>$722.00</td>
<td>$505.00</td>
<td></td>
</tr>
</tbody>
</table>

5. **Offsets.**

(a) **Benefits Provided under Laws.** In any case in which an eligible
employee who is not eligible for sickness benefits under the Railroad Unemploy-
ment Insurance Act receives annuity payments under the Railroad Retirement Act,
or insurance benefits under Title II of the Social Security Act, or unemploy-
ment, maternity or sickness benefits under an unemployment, maternity or sick-
ness compensation law, or any other social insurance payments under any law,
the benefit which would otherwise be payable to him under this Plan will be
reduced to the extent that the sum of such payments or benefits in a month plus
the monthly benefit payable under this Plan will not exceed the amount shown in
Column 5 of Schedule B in Paragraph 4(b). In keeping with Paragraph 3(j), in
any case in which an eligible employee who is eligible for sickness benefits
under the Railroad Unemployment Insurance Act does not receive such benefits
because of the operation of Section 4(a-1)(ii) of such Act, the benefit which
would otherwise be payable to him under this Plan will be reduced to the extent
that the sum of the monthly payments or benefits referred to in such Section
4(a-1)(ii) plus the monthly benefit payable under this Plan will not exceed
the amount shown in Column 5 of Schedule B in Paragraph 4(b). In any case of retroactive award of annuity payments or pensions under the Railroad Retirement Act or insurance benefits under Title II of the Social Security Act, or unemployment, maternity or sickness benefits under an unemployment, maternity or sickness compensation law, or other social insurance payments under any law, the employing railroad, or the insuring agent if one is involved, may recover from the employee the excess of benefits paid under this Plan over the benefits which would have been payable under this paragraph if the retroactively awarded payments, pensions or benefits had been in effect from their retroactive effective date.

(b) Benefits Provided under Other Private Plans. In any case in which an eligible employee is eligible also for benefits under any plan, fund or other arrangement, by whatever name called, toward the cost of which any employer shall have contributed, including but not limited to any group life policy providing installment payments in event of permanent total disability, any group annuity contract, any pension or retirement annuity plan, or any group policy of accident and health insurance (other than an insurance policy insuring this supplemental sickness benefit plan as referred to in Paragraph 7) providing benefits for loss of time from employment because of disability, his benefit under this Plan shall be reduced to the extent that the sum of the benefit for which he is so eligible in a month, plus 21.75 times the daily sickness benefit payable to him under the Railroad Unemployment Insurance Act, plus the monthly benefit payable to him under this Plan, will not exceed the amount shown in Column 5 of Schedule B in Paragraph 4(b).

(c) Off-Track Vehicle Accident Benefits. The benefit payable under this Plan for an employee who has been injured in an off-track vehicle accident covered under Article V of the Agreement of February 10, 1971, or similar provisions, will be reduced by the amount of any payment for time lost which such employee may receive under Paragraph (b)(3) of such Article V or under provisions similar thereto.

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

7. Provision of Benefits.

(a) The National Carriers' Conference Committee and the
Brotherhood of Maintenance of Way Employees will jointly select insurance
companies which will be invited to submit proposals to insure the Mainte-
ance of Way Employees' Supplemental Sickness Benefit Plan written in keeping
with the provisions set forth in this Agreement for employees of such
railroads as elect to participate in such national insurance contract.
The insurer which submits the most favorable proposal will be selected
as the insurer of the national insurance contract. The National Carriers'
Conference Committee in consultation with the Brotherhood of Maintenance of
Way Employees will then work out the details of the national insurance
contract, which will be issued to the participating railroads as policyholder.

(b) Such insurance contract may cover, in addition to employees
parties to this Agreement, other employees of railroads parties to this
Agreement or of other railroads, whether or not such employees are repre-
sented by the signatory labor organization, and may cover general chairmen
or other full-time employee representatives, provided that such employees
and employee representatives are covered by a supplemental sickness benefit
plan similar to this Plan (except that as to such employee representatives
the payment obligations will be met by the individuals involved who will
make their remittances through their labor organization), and provided
further that separate experience rating with respect to claims will be made
available covering employees represented by the signatory labor organization.

(c) It is agreed, and the insurance contract will provide, that
the insurer of the national insurance contract will provide the benefits herein
provided for under the conditions herein set forth for the 30-month period
from July 1, 1973 through December 31, 1975; that the insurer will furnish
financial data, statistical and actuarial reports, and claim experience infor-
mation to the Brotherhood of Maintenance of Way Employees in the same detail
and at the same time that it furnishes such data to the policyholder railroads;
that claim experience records will be maintained separately with respect to
maintenance of way employees; and that any dividends or retroactive rate refunds
will be paid into the fund established pursuant to the next following paragraph.

(d) The National Carriers' Conference Committee will establish a
fund, to be held by the insurer, to which will be credited any dividends or
retroactive rate refunds under the national insurance contract and interest on
the amount in the fund. Withdrawals may be made from such fund only to pro-
vide supplemental sickness benefits for employees covered by such national in-
surance contract unless otherwise agreed to.
(e) Insurance under this Plan will become effective July 1, 1973 for qualified employees who will have rendered compensated service or taken vacation with pay, as specified in Paragraph 2(b) above, in June 1973.

(f) The first premium payment to the insurer of the national insurance contract will be made in relation to covered employees who will have rendered compensated service in July 1973, and will be payable by August 15, 1973. A premium payment will be made for each calendar month thereafter during the effectiveness of the insurance contract in relation to covered employees who will have rendered compensated service in the calendar month involved; each payment will be payable by the 15th of the following calendar month. A grace period of 31 days is to be provided for the payment of every premium after the first.

(g) All employees covered by schedule agreements held by the Brotherhood of Maintenance of Way Employees who render any compensated service in the calendar month involved will be counted in determining the number of covered employees with respect to whom premium payments are made, except that no employee will be counted if he is counted by another railroad in determining the number of its covered employees with respect to whom it is making premium payments.

(h) The insurance contract will provide that, if the benefits under this Plan should be reduced in accordance with Paragraph 4(b) as the result of an increase in Railroad Unemployment Insurance Act sickness benefits, there will be an appropriate adjustment in premium rates with the new premium rates to be developed in the light of experience under the insurance contract and actuarial estimates of future experience, making appropriate allowance for cost of administration.

(i) A railroad party to this Agreement may at its option provide the benefits required by this Agreement under the national insurance contract provided for in the foregoing paragraphs, or under a contract of insurance which such railroad may enter into on its own behalf, or as a self-insurer. The benefits will be the same however provided. A railroad which becomes a party to the national insurance contract as of July 1, 1973 will continue to be a party thereto through December 31, 1975. The insurer of any railroad which provides the benefits required by this Agreement under a contract of insurance other than the national insurance contract will furnish the organization representatives on the property (with copy to the President, Brotherhood of Maintenance of Way Employees) financial data, statistical and actuarial reports, and claim experience information in the same detail and as soon as it furnishes such data to the railroad.

8. Railroad Retirement Board. The National Railway Labor Conference and the Brotherhood of Maintenance of Way Employees will jointly request the Railroad Retirement Board to establish such administrative procedures as may be feasible to facilitate the administration of this Agreement.
9. Evidence of Disability. Benefits under this Plan will be paid to eligible employees, by the employing railroad or the insuring agent if one is involved, subject to presentation of satisfactory evidence of disability and of the continuation thereof. The employing railroad or the insuring agent will furnish appropriate forms on which the employee may furnish notice of disability, including information necessary to establish his eligibility for benefits and information pertinent to the amount of benefits due him and any applicable exclusions, limitations and offsets, and forms on which the physician or surgeon treating him may furnish evidence of the date of commencement, nature, extent, and probable duration of the disability, and may require completion of such forms or statements covering the same matters within 90 days after the commencement of a disability, provided that failure to furnish completed forms or statements within that time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such completed forms or statements within that time and such completed forms or statements are furnished as soon as reasonably possible; the 90 days will be extended as necessary to comply with applicable State law. The employing railroad and the insuring agent may make such investigations as it or they deem necessary, including examination of the person of the employee when, so often as, and to the extent that such examination is necessary to the investigation of an employee's claim. Except as delays may be caused by investigation of individual claims, benefits under this Plan will be paid not less frequently than once every month.

10. Disputes.

(a) Insured Employees. A National Supplemental Sickness Benefit Committee, consisting of two railroad members and two organization members signatory to this Agreement, is hereby established. The Committee shall have exclusive jurisdiction over any disputes not settled on the property as to whether an employee is insured within the meaning of Paragraph 2(b). The parties to this Agreement will promptly work out a procedure for the handling of such disputes, including appropriate time limits. Provision will be made for a neutral to act as a member of the Committee in the disposition of any disputes as to which the partisan members are unable to agree.

(b) Eligible Employees. Any dispute involving an insured employee's eligibility for benefits within the meaning of Paragraph 2(b), and any other dispute arising under this Agreement or under an insurance contract implementing it requiring determination of the employee's physical condition or the cause or the date of commencement of a disability, will be referred to a panel of physicians, one chosen by the employee or his representative, one chosen by the railroad involved, and one chosen by the insurer if an insurance contract implementing this Agreement is involved. If the panel cannot agree, its members will select another physician whose decision will be final.

(c) Other Disputes. Any dispute involving application of Paragraph 3 which does not require determination of the employee's
physical condition or the cause or the date of commencement of a disability, and any other disputes which may arise involving the application of this Agreement or of an insurance contract implementing it, will be submitted to the National Supplemental Sickness Benefit Committee established under Subparagraph (a) above, with provision, in cases in which an insurance contract implementing this Agreement is involved, for enlargement of such Committee to include such representatives not in excess of two as the insurer may designate, and that in such cases if the enlarged Committee cannot agree, and cannot agree on a procedure for disposition of the dispute, it will be submitted to arbitration.

(d) All of the decisions reached in accordance with the foregoing procedures in Subparagraphs (a), (b) and (c) shall be final and binding.

(e) All expenses in connection with the resolution of disputes under this Paragraph 10 shall be borne by the party (railroad, labor organization, insurer or employee) incurring them, provided that fees and expenses of neutrals who may serve under the provisions of Subparagraphs (a), (b) or (c) will be divided equally among the parties involved.

11. Non-Governmental Plan for Sickness Insurance. Effectiveness of the Supplemental Sickness Benefit Plan is conditioned upon a favorable ruling from the Railroad Retirement Board that such Plan qualifies as a "non-governmental plan for sickness insurance" under Section 1(j) of the Railroad Unemployment Insurance Act, request for which ruling shall be submitted jointly by the National Railway Labor Conference and the Brotherhood of Maintenance of Way Employees.

12. Sick Leave Rules, and Other Sickness Benefit Plans. Any existing agreements, practices or plans under which railroads parties to this Agreement provide sickness benefits or paid sick leave for employees covered by this Agreement will be terminated effective midnight June 30, 1973, subject to any provisions of such plans for extended benefits for employees who had become disabled prior thereto. In the application of this paragraph to agreements or rules providing paid sick leave, employees disabled prior to midnight June 30, 1973 will be granted sick leave on and after July 1, 1973 so long as they continue disabled by the same disability until they have exhausted the sick leave to which they would have been entitled under such rules; no payments under such rules will be due to any employees with respect to unused sick leave.

13. Blanking Jobs and Realigning Forces. Any restrictions against blanking jobs or realigning forces will not be applicable in situations in which an employee whose job is blanked or is covered by a realignment of forces is absent because of disability. On railroads on which prior to July 1, 1973 there were such restrictions, in case an employee is absent because of disability and more than one employee is involved in a realignment of forces to cover such absent employee's work, local officials will promptly inform the local representatives of employees as to the realignment in an endeavor to avoid misunderstandings.
14. **Effect of this Agreement.** This Supplemental Sickness Benefit Agreement, entered into pursuant to letter of understanding dated March 7, 1973, is in full disposition of the matter covered by such letter of understanding.

15. **Duration.** The Supplemental Sickness Benefit Plan established hereby will continue in effect without change until January 1, 1976, and thereafter except as it may be modified or terminated pursuant to the provisions of the Railway Labor Act. No notice to change the Supplemental Sickness Benefit Plan, and no notice dealing with the matters of sick leave, sickness benefits, or any other matter covered by this Agreement, may be served by any party to this Agreement prior to July 1, 1975 (not to become effective prior to January 1, 1976). This Paragraph will not bar changes in this Plan by mutual agreement of the National Carriers' Conference Committee and the Brotherhood of Maintenance of Way Employees.


NATIONAL CARRIERS' CONFERENCE COMMITTEE:

[Signatures]

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES:

[Signatures]
NATIONAL CARRIERS' CONFERENCE
COMMITTEE (Continued) -

[Signatures]

[Signature]

[Signature]
May 15, 1973

Mr. Harold C. Crotty, President
Brotherhood of Maintenance of Way Employes
12050 Woodward Avenue
Detroit, Michigan 48203

Dear Mr. Crotty:

This confirms our understanding that Paragraph 12 of the Maintenance of Way Employees Supplemental Sickness Benefit Agreement relates only to provisions covering sickness benefits and sick leave.

Any existing sick leave rules which include provisions relating to bereavement leave or other leave are affected by Section 12 only to the extent that such rules cover sick leave.

Yours very truly,

William H. Dempsey

ACCEPTED:

Harold C. Crotty, President
Brotherhood of Maintenance of Way Employes
AGREEMENT

THIS AGREEMENT, made this 9th day of May, 1973 by and between the participating carriers listed in Exhibit A, attached hereeto and hereby made a part hereof, and represented by the National Carriers' Conference Committee, and their employees represented by the Cooperating Railway Labor Organizations signatory hereto, witnesses:

IT IS AGREED:

ARTICLE I - EXTENSION OF GROUP POLICY CONTRACT GA-23000

The Joint Policyholder Committee created by Article I of the Agreement of January 11, 1968 will negotiate with The Travelers Insurance Company an extension of Group Policy Contract GA-23000 so that, except as otherwise provided herein, the benefits now provided under the policy contract will continue to be provided through December 31, 1974.

ARTICLE II - BENEFITS TO BE PROVIDED

The benefits which will be provided for the period specified in Article I will be those which are presently provided under the policy contract, with the following modification:

Provide a lifetime maximum major medical expense benefit of $250,000, effective July 1, 1973, in place of the present maximum.

ARTICLE III - MEDICARE

1. The parties to this Agreement desire that the present policy contract provisions with respect to Medicare apply to those under the policy contract who are brought under Medicare as the result of P. L. 92-603, and are prepared to work out any necessary amendment to that end.

2. The parties to this Agreement desire that the provision of the Agreement of January 18, 1955 under which Medicare Part B premiums are paid for certain employees and dependents be extended to provide also for the payment of Medicare Part A premiums for those who may enroll under Part A as the result of P. L. 92-603, and are prepared to work out any necessary amendment to that end.

ARTICLE IV - EMPLOYEES AND DEPENDENTS TO BE COVERED

The policy contract will continue to cover the classes and crafts of employees who are presently covered on each individual railroad, as shown in Exhibits K and L to the policy contract and supplements to such exhibits, except as the Joint Policyholder Committee may notify the Insurer.
ARTICLE V - FINANCING THE POLICY CONTRACT

The Joint Policyholder Committee will negotiate with The Travelers Insurance Company such premium rate revisions as may be necessary. If an increase in premium rates should be required by reason of an increase in the cost of providing health benefits, and such increase in premium rates should require an increase in the monthly per employee amount transmitted to Travelers, the amount of the hospital association dues offset referred to in Article IV, 3 of the Agreement of February 24, 1972 ($13.75) will be increased by a percentage equal to the percentage increase in the amount transmitted to Travelers which is attributable to an increase in the cost of providing health benefits.

ARTICLE VI - CONTINUATION OF FEBRUARY 24, 1972 AGREEMENT

1. Except as specifically revised by this Agreement, the February 24, 1972 Agreement will continue in effect.

2. In Article IV, 6 of the February 24, 1972 Agreement, the date "March 1, 1974" is changed to "January 1, 1975" and the date "February 28, 1974" is changed to "December 31, 1974."

ARTICLE VII - GENERAL PROVISIONS

Court Approval

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

Effect and Duration of This Agreement

2. This Agreement, which is contingent upon the enactment of legislation accomplishing the purposes specified in Part A of the Memorandum of Understanding initialed March 8, 1973, is in full and final settlement, as between the parties hereto, of the matter of health and welfare benefits and the financing thereof for the period through December 31, 1974. No notices relating to health and welfare benefits or the financing thereof shall be served to become effective prior to January 1, 1975, and if no agreement thereon is reached prior to January 1, 1975, the railroad payments provided for in the Agreement of February 24, 1972 as modified by this Agreement shall be continued until changed or modified under the provisions of the Railway Labor Act, and the Joint Policyholder Committee will make arrangements to provide such benefits as can be financed from such payments.


(Signatures not reproduced)
SECTION 1 - ADJUSTMENT OF STRAIGHT TIME WAGE RATES

(a) First Year Wage Increase. Increase all straight time rates of pay in effect on June 30, 1973 by an amount equal to fifteen percent (15%) effective July 1, 1973 applied so as to give effect to this increase in pay irrespective of the method of payment.

(b) Second Year Wage Increase. Increase all straight time rates of pay in effect on June 30, 1974 by an amount equal to fifteen percent (15%) effective July 1, 1974 applied so as to give effect to this increase in pay irrespective of the method of payment.
SECTION 2 - COST OF LIVING ADJUSTMENT

Wage rates established in accordance with Section 1 shall be subject to a cost of living adjustment effective October 1, 1973 and each April 1 and October 1 thereafter. Cost of living adjustments shall be in the amount of one cent (1¢) per hour for each three tenths (.3) of a point change in the Consumer Price Index for the months of September and March respectively, above the base index figure for July 1973 (1967=100) except that it shall not operate to reduce wage rates below those established under Section 1. Adjustments resulting from the operation of this section shall be considered "general wage increases" or decreases.
SECTION 3 - SICK AND FUNERAL LEAVE

Revise existing rules or negotiate new rules to provide for the following:

(a) Subject to the conditions enumerated below, employees who have been in the service of the Company for the period of time herein specified will be allowed sickness benefits on a daily basis when absent from work due to sickness (including injury or pregnancy) of such employees:

1. Upon completion of twelve (12) months (not necessarily consecutive) during each of which he has performed some compensated service under the Maintenance of Way Agreement, a total in the following consecutive twelve (12) months of five (5) working days.

2. Upon completion of twenty-four (24) months (not necessarily consecutive) during each of which he has performed some compensated service under the Maintenance of Way Agreement, a total in each successive twelve-month (12) period of ten (10) working days.

3. Upon completion of sixty (60) months (not necessarily consecutive) during each of which he has performed some compensated service under the Maintenance of Way Agreement, a total in each successive twelve-month (12) period of fifteen (15) working days.
4. Upon completion of one hundred twenty (120) months (not necessarily consecutive) during each of which he has performed some compensated service under the Maintenance of Way Agreement, a total in each successive twelve-month (12) period of twenty (20) working days.

5. Upon completion of two hundred forty (240) months (not necessarily consecutive) during each of which he has performed some compensated service under the Maintenance of Way Agreement, a total in each successive twelve-month (12) period of twenty-five (25) working days.

NOTE: The daily sickness benefit comprehended by this rule is one hundred (100) percent of the basic daily pro rata rate of the regular position of which the employee is an incumbent. Where the benefits under this rule supplement an allowance from a governmental agency, the combined total of such supplemental benefits and the allowance received from the governmental agency for any one (1) day shall not exceed one hundred (100) percent of the basic daily pro rata rate of the position to which the employee holds incumbency. In no case shall the benefits prescribed herein be payable for more than five (5) days in any work week. Whenever an employee is qualified under the Railroad Unemployment Insurance Act for payment for a number of days of sickness equaling or exceeding ten per
registration period for each registration period remaining in the then current benefit year, he shall be required to claim such benefits for each day that he claims benefits under this rule.

(b) The position of an employe who is absent due to his sickness or injury or under the provisions of Section (a) hereof and who is receiving an allowance under this rule will be filed according to the applicable rules of existing schedule agreements.

(c) The benefit provisions of this Agreement apply to all injuries and sicknesses which disable the employe. If the disability is of more than three working days duration, the employing officer must be satisfied that the sickness is bona fide. Satisfactory evidence, preferably in the form of a certificate from a physician, may be required by the employing officer, in case of doubt.

NOTE: In the case of an employe who receives compensation for an injury from any party, the part of that compensation, if any, set aside as reimbursement for lost wages will be returned to the carrier to the extent that such benefits have been paid.

(d) To provide a reserve against a prolonged sickness, an employe will accumulate sick leave allowance during any given twelve-month period to the extent of his unused allowance which accrued under Section (a) hereof during the
preceding twelve-month periods to the extent that the maximum useable sick leave benefits in any one twelve-month period will not exceed one hundred (100) days.

(e) For the time necessary to attend funeral and handle matters related thereto, in the event of death of a spouse, child, parent, grandparent, parent-in-law, brother or sister or a dependent of an employe or anyone residing in the employe's household not exceeding five (5) consecutive work days will be allowed under this rule, but not charged against sick leave allowance.

(f) Upon termination of employment relationship or retirement, an employe shall be reimbursed a day's pay for every day of sick leave he has accumulated.
SECTION 4 - TRAVEL TIME AND AWAY-FROM-HOME EXPENSES

Revise existing rules or negotiate new rules to provide for the following:

(a) The carrier shall designate a home station for employees who are required to live away from home during their work week, or to fill relief assignments, or to perform extra or temporary or other work away from home. Such station must be a point in the town or city or major railroad facility (freight yard, station, etc.) located on the lines of the railroad nearest to the employees' residence.

(b) Employees shall be paid actual reasonable expenses while away from such home station.

(c) (i) Travel and waiting time for employees assigned in the course of employment to live away from home during their work week, such as in camps, camp cars, highway trailers, hotels or motels, shall be computed from the time they report at their home station at the beginning of the week until they arrive at the away-from-home living quarters and from the time they leave the away-from-home living quarters at the end of the week until they arrive at their home station.

(ii) Travel and waiting time for employees filling relief assignments or performing extra or temporary service requiring them to be away from their home station shall be computed from the time they report at their home station until they reach the point at which the work is to be performed and shall begin again when they leave that point to return to their home station or to go to another point.
(iii) Employees shall be compensated for such travel and waiting time at their regular straight time rates during regularly assigned hours and at the overtime rate during overtime hours.

(d) For employees who are employed in a type of service the nature of which requires them throughout their work week to live away from home in outfit cars, camps, highway trailers, hotels or motels, the carrier will provide as follows:

If lodging is provided by the carrier, the accommodations shall consist of sleeping quarters, with necessary heating facilities and adequate air space, passenger equipment with berths or steel bunks, or comparable equipment, and equipped with mattresses and mattress covers, sufficient to accommodate the number of men assigned to the lodging. Adequate toilet facilities, lockers and showers will be provided for use by employees in the accommodations. The accommodations will be screened, equipped with oil or gas stoves, refrigerator, air-conditioning, suitable flooring and chairs. They shall also be wired for electricity with no less than two outlets and, where possible, they will be placed at locations where ample electrical current is available. The carrier shall maintain such accommodations in good and sanitary condition. An adequate
supply of hot and cold water suitable for domestic purposes and fuel for heating shall be furnished by the carrier. The carrier shall furnish pillows, bed linen, blanket, towels and soap for each employee.
SECTION 5 - DAMAGES FOR VIOLATION OF AGREEMENTS

Whenever any provision of any agreement between the carrier and the Brotherhood is violated, there shall be monetary damages payable for such violation. Such damages shall include:

(1) Reimbursement to all employees for any loss they may have suffered (including wages, railroad retirement and unemployment insurance benefits, health and welfare benefits, holiday and vacation credits and any other monetarily compensable losses).

(2) If no monetary loss is suffered by any employee the Carrier shall nevertheless pay to each claimant named or otherwise identified by the Brotherhood equal proportionate shares of the value of the work involved in the claim. (The value of the work shall be the amount which the occupants of the regular positions to whom the work belonged would have received if they had performed the work on the same days and hours that the work was performed by others.)

(3) In either event, damages shall include one and one-half per cent (1 1/2%) interest on each monthly balance of monetary accumulation, such interest to begin accruing three (3) months after date of claim presentation.
SECTION 6 - PREMIUM WAGE PAYABLE ON SHIFTS COMMENCING AT IRREGULAR TIMES

Any employee working on a shift which starts work later than 2 p.m. or earlier than 6 a.m. shall have added to his hourly rate a premium payment of twenty cents ($0.20) per hour for the duration of the shift.
SECTION 7 - NATIONAL CHECK-OFF OF DUES AGREEMENT

Each carrier will revise any check-off agreement it may now have or enter into an agreement with the Brotherhood to conform to the attached Exhibit.
MEMORANDUM AGREEMENT
BETWEEN THE
CARRIER
AND THE
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
COVERING DUES DEDUCTION

IT IS AGREED by and between the Railway Company (hereinafter called "Carrier") and the employees represented by the Brotherhood of Maintenance of Way Employees (hereinafter called "Brotherhood") that the following shall govern effective with deductions made from wages earned in the second payroll period of.

Section 1.

(a) Subject to the terms and conditions of this agreement, Carrier shall deduct sums for periodic dues, initiation fees and assessments (not including fines and penalties) payable to the Brotherhood by members of the Brotherhood from wages due and payable to said members from wages earned by them as maintenance of way employees of the Carrier upon the written and unrevoked authorization of a member in the form agreed upon by the parties hereto, copy of which is attached and made a part hereof, designated as Form "A". The signed authorization may, in accordance with its terms, be revoked in writing at any time after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner. Revocation of the authorization shall be in the form agreed upon by the parties hereto, copy of which is attached and made a part hereof, designated as Form "B".

(b) The Authorization Form "A" and the Revocation of Authorization Form "B" shall be reproduced and furnished as necessary by the Brotherhood without cost to the Carrier. The Brotherhood shall assume full responsibility for the procurement and execution of said forms by employees and for the delivery of said forms to the Carrier.

Section 2.

Deductions as provided in this agreement will be made quarterly by the Carrier in accordance with a deduction list furnished by the General Chairman of the Brotherhood showing the Name, Social Security Number, Lodge Number, and the amount to be deducted from the wages of each employee. This list shall be in the form attached hereto, designated as Form "C".
Thereafter, a list containing additions, changes in amount, or changes in lodge number shall be furnished to the Carrier on or before the fifth day of the month in which the deductions are to become effective. This list shall be in the form attached hereto, designated as Form "D".

Also, a list containing the names of employees who have revoked their deduction authorization shall be furnished to the Carrier on or before the fifth day of the month in which the revocations listed thereon are to become effective. This list shall be in the form attached hereto, designated as Form "E".

The Brotherhood shall compile the lists designated as Forms "C", "D" and "E" and deliver said forms to the Carrier.

Section 3.

Deductions as provided herein will be made quarterly from the wages earned in the second period of February, May, August and November, for which the aforementioned list is furnished. The following payroll deductions will have priority over deductions in favor of the Brotherhood as covered by this agreement:

(a) Federal, State and Municipal taxes and other deductions required by law, including garnishment and attachments.

(b) Amount due the Carrier for supplies or material furnished and monies paid out on behalf of the employee.

(c) Life insurance and hospitalization insurance premiums.

No deduction will be made from the wages of any employee who does not have due him for the pay period specified an amount equal to the sum to be deducted in accordance with this agreement.

Section 4.

The Carrier shall remit to the General Chairman of the Brotherhood the amounts deducted from the wages of members who have authorized such deductions once each quarter but not later than the fifteenth day of the month following the month
in which deductions are made. Said remittance will be accompanied by a list, in triplicate, of the employees from whose wages deductions have been made and the amount of said deduction.

Section 5.

Any questions arising as to the correctness of the amount deducted shall be handled between the employee involved and the Brotherhood, and any complaints in connection therewith shall be handled by the Brotherhood on behalf of the employee concerned.

Section 6.

This agreement shall not be used in any manner, either directly or indirectly, as a basis for a grievance or time claim by, or in behalf of, an employee predicated upon any alleged violation or misapplication of, or non-compliance with, any part of this agreement.

Section 7.

Except for remitting to the Brotherhood the monies deducted from the wages of employees, the Brotherhood shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the entering into and the complying with the provisions of this agreement.

Section 8.

This agreement shall become effective on the day of __________________, 19__, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act as amended.

Signed at __________________________, this day of __________________________, 19__.

FOR THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

FOR THE RAILWAY COMPANY

General Chairman ____________________________

Title ____________________________
ATTACHMENT "A"

WAGE DEDUCTION AUTHORIZATION

THE ______________________ RAILWAY COMPANY
AND
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

Employee's Last Name    First Name    Middle Initial
(Print) __________________________________________________________

Employee's Social Security No. ______________________________________

Employee's Home Address    Town    State
Street and Number ________________________________________________

I hereby assign to the Brotherhood of Maintenance of Way Employees that part of my wages necessary to pay initiation fees, periodic dues and assessments (not including fines and penalties) as certified to the Carrier by the General Chairman of the Brotherhood as provided in the Deduction Agreement, entered into by the Carrier and the Brotherhood on __________, 19____; and I authorize the Carrier to deduct such sum from my wages and pay it over to the General Chairman of the Brotherhood in accordance with the Deduction Agreement.

DATE _______ SIGNATURE __________________________ LODEG NO. _______

______________________________________________________________
ATTACHMENT "B"

WAGE DEDUCTION REVOCATION

THE __________________ RAILWAY COMPANY
AND
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

Employe's Last Name

First Name

Middle Initial

(Print)

Employe's Social Security No.

Employe's Home Address

Town

State

Street and Number

Effective in the next calendar month, I hereby revoke the Wage Assignment Authorization now in effect assigning to the Brotherhood of Maintenance of Way Employes that part of my wages necessary to pay my periodic dues and assessments (not including fines and penalties), and I hereby cancel the Authorization.

DATE_________________________ SIGNATURE__________________________ LODGE NO._____
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
INITIAL LIST

Mr. (Title of carrier official concerned)

(Railway)

(Street)

(City)

Pursuant to the Check-Off Agreement between the Brotherhood and (Carrier), the following is a list of names of employees for whom deductions shall be made effective the second period of (February, May, August or November), 19_.

Wage deduction authorization forms for these employees are enclosed.

<table>
<thead>
<tr>
<th>Employe's SSA No.</th>
<th>Lodge No.</th>
<th>Last</th>
<th>First</th>
<th>Middle Initial</th>
<th>Amount</th>
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General Chairman
Mr. 
(Title of carrier official concerned) 

(Railway) 

(Street) 

(City) 

Pursuant to the Check-Off Agreement between the Brotherhood and (Carrier) effective with the second payroll period of (February, May, August, or November), 19__, the following additions or changes are to be made for the employees whose names are listed below.

Wage deduction authorization forms for the employees to be added to the initial list are enclosed.

<table>
<thead>
<tr>
<th>Employee's SSA No.</th>
<th>Lodge No.</th>
<th>Last</th>
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<th>Middle Initial</th>
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General Chairman
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

REVOCATIONS

Date __________

Mr. __________

(Title of carrier official concerned)

(Railway)

(Street)

(City)

Pursuant to the Check-Off Agreement between the Brotherhood and __________, (Carrier) effective with the second payroll period of __________, 19____, the following deletions are to be made for employees who previously authorized wage deductions.

Revocation forms for employees whose names are to be deleted from the approved list are enclosed.

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<tr>
<th>Employe's SSA No.</th>
<th>Lodge No.</th>
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General Chairman
SECTION 8 - VACATIONS

Effective January 1, 1974, the Vacation Agreement of December 17, 1941, as amended, shall be revised to provide the following:

One (1) week of vacation during the first year of service.
Two (2) weeks of vacation after one (1) year of service.
Three (3) weeks of vacation after three (3) years of service.
Four (4) weeks of vacation after ten (10) years of service.
Five (5) weeks of vacation after fifteen (15) years of service.
Six (6) weeks of vacation after twenty (20) years of service.
SECTION 9 - HOLIDAYS

Effective July 1, 1973, the Agreement of August 21, 1954, as amended, shall be revised to provide additional holidays as follows:

The Friday after Thanksgiving Day.
The day before Christmas or the Friday before Christmas if Christmas falls on a Sunday or Monday.
The day before New Year's Day or the Friday before New Year's Day if New Year's Day falls on a Sunday or Monday.
SECTION 10 - SAVINGS CLAUSE

These proposals are made without prejudice to the right of the organization to retain on any carrier any rules or applications thereof now in effect which it considers preferable to any rule or rules that may result from the negotiations on these proposals.