AGREEMENT

BETWEEN THE

SOO LINE RAILROAD COMPANY

(A wholly owned subsidiary of Canadian Pacific Railway)

CANADIAN PACIFIC RAILWAY

AND IT'S

COMMUNICATION WORKERS

REPRESENTED BY SYSTEM COUNCIL 16

OF THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Effective April 15, 2008

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APPENDICES

Appendix

SCOPE

The rules contained herein shall govern the hours of service, working conditions, and rates of pay of all communication workers of the Soo Line Railroad Company hereinafter referred to as the “Carrier” who are represented by System Council 16 of the International Brotherhood of Electrical Workers.

PREAMBLE

The Welfare of the Company and its employees is dependent largely upon the service which the railroad renders the public. Improvements in this service and economy in operating and maintenance of expenses are promoted by willing cooperation between the railroad management and the voluntary organizations of its employees. When the groups responsible for better service and greater efficiency share fairly in the benefits which follow their joint efforts, improvements in the conduct and efficiency of the railroad are greatly enhanced. The parties to this agreement recognize the foregoing principles and agree to be governed by them in their relations.

Whenever words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply, and the singular form of words shall be read as the plural where appropriate.

Rule 1 – Hours of Service

(a) An eight (8) hour period shall, under provisions hereinafter set out, be the regular workday. Forty (40) hours (except in a week where a holiday occurs) shall, under provisions hereinafter set out, be the regular work week. Regular workday and work week hours will be bulletined. All employees coming under the provisions of this agreement, except as otherwise provided in this schedule of rules, or as may hereafter be legally established between the Carrier and the employees, shall be paid on the hourly basis.

(b) Subject to the exceptions contained in this agreement, a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7), is hereby established. Where consistent with operating requirements, the days off shall be Saturday and Sunday.

NOTE: Overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays, or for changing shifts, shall not be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

(c) Five-Day Positions.

On positions the duties of which can reasonably be met in five (5) days, the days off will be Saturday and Sunday.

(d) Six-Day Positions.

Where the nature of the work is such that a position will be needed six (6) days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(e) Seven-Day Positions.

On positions which are filled seven (7) days per week, any two (2) consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

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

(f) Regular Relief Assignments.

All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of

assignments in six (6) or seven (7) days service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement.

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

(g) Deviation from Monday-Friday Week.

If in positions or work extending over a period of five (5) days per week, an operational problem arises which the Carrier contends cannot be met under the provisions of paragraph (c) of this rule, and requires that some of such employees work Tuesday through Saturday instead of Monday through Friday, and the employees contend the contrary, if the parties fail to agree thereon, and the Carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under Rule 32 of this Agreement.

(h) Non-Consecutive Rest Days.

The typical work week is to be one with two (2) consecutive days off. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (c), (d) and (e), the following procedure shall be used:

(1) All possible regular relief positions shall be established pursuant to paragraph (f) of this rule.

(2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.

(3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.

(4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.

(5) If the foregoing does not solve the problem, then some of the relief men may be given nonconsecutive rest days.

(6) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular

assignments necessary to avoid this may be made with two nonconsecutive days off.

(7) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.

(8) If the parties are in disagreement over the necessity of splitting the rest days on any such arrangements the Carrier may nevertheless put the assignments into effect subject to the right of the employees to process the dispute as a grievance or claim under the rules, agreements, and in such proceedings the burden will be on the Carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five (5) days per week.

(i) Beginning of Work Week.

The term “work week” for regular assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work and for unassigned employees shall mean a period of seven (7) consecutive days starting with Monday.

Rule 2 - Starting Time

(a) When one shift is employed, the regularly assigned starting time shall not be earlier than 6:00 a.m., nor later than 8:00 a.m. It is recognized that railroad operations may necessitate temporary start times between 5:00 a.m. and 11:00 a.m. If such need arises, notice will be provided in accordance with paragraph (e).

(b) Where two (2) shifts are employed, the starting time of the first shift shall be governed by (a) above and the second shift may be started two (2) hours prior to the expiration of the first shift, but not later than 8:00 p.m.

(c) Where three (3) shifts are employed, the second shift shall immediately follow the first and the third shall immediately follow the second.

(d) Starting times outside of the hours specified in (a) and (b) above may be established. The Carrier will provide definite and specific evidence to support the operating need for such starting time duration in writing to the General Chairman not less than ten (10) days in advance of the date the starting time will be effective. If requested, the parties will arrange a conference to discuss the notice.

If the parties disagree over the necessity for starting times outside of those prescribed in paragraph (a) - (b) above, Carrier may nevertheless put the assignments

into effect subject to the right of employees to process the dispute as a grievance or claim under the Agreement.

(e) The established starting time of a bulletined position shall not be changed without at least twenty-four (24) hours notice to the regularly assigned employee.

(f) A mobile or non-headquartered crew's workday shall begin and end at the designated assembling point on railroad property.

Rule 3 - Meal Periods

(a) The meal period for communications workers shall be not less than twenty (20) minutes and not more than one (1) hour, which time shall be without pay. The meal periods shall be allowed between the ending of the fourth hour and the beginning of the seventh hour of duty.

(b) Where three (3) shifts are worked, each shift shall be eight (8) hours which shall include twenty (20) minutes to eat without loss of time. Where required due to operations, the employee will eat at his work location. This rule does not provide for uninterrupted opportunity to eat.

(c) Employees required to work any part of the meal period shall be paid for the length of the meal period regularly taken at the point employed at straight time, and will be allowed necessary time to procure a meal (not to exceed 30 minutes) without loss of time. This does not apply where employees are allowed the twenty (20) minutes for lunch without deduction thereof.

(d) Employees shall not be required to render overtime service continuously with their regular assignment in excess of two (2) hours without an allowance of twenty (20) minutes in which to eat without deduction in pay. Subsequent meal periods shall be at intervals of four (4) hours.

(e) Employees shall not be required at any time to work overtime in excess of six (6) continuous hours without being allowed twenty (20) minutes in which to eat without deduction in pay. Time allowed for meals shall not terminate the continuous service period and will be paid for up to twenty (20) minutes.

Rule 4 - Overtime

(a) Employees will not be required to suspend work during regular hours to absorb overtime.

(b) Except as otherwise provided on monthly rated positions, work in excess of forty (40) straight time hours in any work week or eight (8) hours in any workday shall be paid for at time and one-half rate except where such work is performed by an employee due

to moving from one assignment to another or from an extra or furloughed status, or where days off are being accumulated under paragraph (h) of Rule 1.

(c) Service performed by an employee on his assigned rest day(s) shall be paid for at time and one half except that service performed on the second rest day of his assignment shall be paid at double the straight time rate provided he has worked all the hours of his assignment in that workweek and has worked on the first rest day of his work week with the further understanding that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof. (From P.L. 91-226, Attachment No. 3 of the Memorandum of Understanding dated 12-04-69)

(d) Work performed on the following holidays:

New Year's Day
Presidents' Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

shall be paid for on the minute basis at the rate of time and one-half with a minimum of two (2) hours and forty (40) minutes. This rule does not apply to monthly rated employees. Any employee on a monthly rated position who performs service on the day after Thanksgiving on such position shall receive eight hours pay at the equivalent straight time rate. On each occasion where a day designated as a holiday falls on a day other than the first or last day of their work week employees engaged in construction may, upon approval of management and at the option of the majority of the employees engaged in such work, elect to work on such holiday at the straight time rate of pay and to observe the first or last work day of that work week as their designated holiday. Under the foregoing arrangement, all employees of the crew shall observe the holiday on the same date.

NOTE: When any of the above holidays fall on Sunday, the day observed by the state, nation or by proclamation shall be considered the holiday.

(e) Except as otherwise provided on monthly rated positions, employees will be paid for service rendered immediately before or immediately following but continuous with regular workday hours, at the time and one-half rate on the actual minute basis with a minimum of one (1) hour at the overtime rate for any service performed and will perform service as directed with the understanding that if an employee is held more than three (3) hours beyond the end of his shift, the senior qualified available employee on the overtime list will be entitled to two (2) hours at the overtime rate.

(f) Employees called or required to report for work and reporting but not used, will be paid a minimum of four (4) hours at the pro rata rate.

(g) Except as otherwise provided on monthly rated positions, employees called or required to report for service outside of, but not continuous with, their regular assigned hours and reporting will be paid a minimum allowance of four (4) hours at the time and one-half rate and will perform service as directed. If held longer than four (4) hours they will be paid at the time and one-half rate computed on the actual minute basis.

(h) Except as otherwise provided on monthly rated positions, all time worked beyond sixteen (16) hours of service computed from the starting time of the employee's regular shift shall be paid for at rate of double time until relieved as provided in Rule 7(b) or released. When employees have been relieved and they desire to work their regular work period, such period if worked will be paid for at straight time rates.

(i) There shall be no overtime on overtime.

(j) When overtime is performed continuous with assigned hours to complete a task, the senior qualified available employee in the class who performed the function during regularly assigned hours may complete the task, provided it can be completed within three (3) hours of the end of the assignment.

(k) Assignments for regular relief positions, which include different starting times and different shifts, will not be subject to the overtime provisions of this rule.

(l) Positions or crews shall not be abolished and rebulletined for the purpose of avoiding overtime and travel pay.

Rule 5 - Distribution of Overtime

At each shop facility and at the assigned headquarters point of a crew or work group, and for each non-headquartered crew, the Carrier will fill overtime needs from overtime lists based on the following:

(a) There will be established at each shop where a group of employees in the same class are employed, at the assigned headquarters point of a crew or work group, and for each non-headquartered crew, an overtime list. Employees may place their names on the list and overtime for a particular class will be filled by calling employees thereon in the order their name appears on list with an employee going to the bottom when he completes an assignment or when he fails to respond to a call. There will be a separate overtime list for each class of employee in a crew, shop, or workgroup.

(b) If overtime cannot be filled by the procedure in (a) above, the junior available employee in the applicable class in that crew or workgroup will be required to protect the work.

(c) At locations where the Carrier performs the calling of overtime, the Organization may verify the overtime calling.

Rule 6 - Bereavement Leave

Bereavement leave, not in excess of three (3) calendar days following the date of death, will be allowed in case of death of an employee's brother, sister, parent, child, grandchild, spouse or spouse's parent. In such case a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provisions for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

Interpretations of Bereavement Leave

Q-1: How are the three (3) calendar days to be determined?

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

(a) Three (3) consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
(b) Three (3) consecutive calendar days, ending the day of the funeral service; or
(c) Three (3) consecutive calendar days, ending the day following the funeral service.

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

A-2: Three (3) days for each separate death; however, there is no pyramiding where a second death occurs within the three (3) day period covered by the first death.

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

Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday, and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one (1) of the days on which leave was taken. Is he eligible for two (2) days or three (3) days of bereavement pay?

A-3: A maximum of two (2) days.

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

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

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

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

Rule 7 - Service Away From Headquarters

(a) Hourly rated employees who are instructed to perform service away from their headquarters point will be paid from the time called to leave their headquarters until their return for all time worked, and will be paid straight time rate for all time waiting and traveling.

(b) If, during the time an employee identified in (a) is relieved from duty, he is permitted to go to bed for five (5) or more hours, such relief periods will not be paid for, provided that in no case shall such employee be paid for a total of less than eight (8) hours each calendar day when such irregular service prevents the employee from making his regular daily hours at home station.

(c) When an employee is required to perform service at a point more than fifty (50) miles from his headquarters and is unable to return to his headquarters point on that day, he will be reimbursed for expenses in accordance with Rule 41 unless meals and lodging are provided by the Carrier.

(d) The regular assigned employees under the provisions of this rule may be used, when at headquarters, to perform work in connection with the work of their regular assignments.

Rule 8 - Changing Shifts

(a) Employees required to change from one shift to another at the direction of the Carrier, will be paid overtime rates for the first shift of each change, except when sixteen (16) hours has elapsed from the closing time of their regular shift, when

transferred at their own request, or when they are notified of the change at the end of their workweek and such change is effective the first day of the following workweek.

(b) This rule does not apply to employees who may attend training classes, at which time they will be paid at the prevailing straight time rate.

Rule 9 - Temporary Vacancies Away From Headquarters

(a) An employee sent away from his headquarters to temporarily fill a vacancy or sent out on temporary transfer will be paid under the provisions of Rule 7(a) and (b).

(b) While at such outlying point he will be paid straight time and overtime in accordance with the bulletined hours of the position relieving, and will be guaranteed not less than eight (8) hours for each assigned workday of such position.

(c) An employee performing relief duty will be allowed the same compensation as applies to the position he is relieving, except as appears in Rules 10 and 43.

Rule 10 - Composite Service

(a) An employee who works more than one (1) hour on a higher rated position will receive the higher rate of pay for the actual time worked on a minute basis while on that higher rated position, but if required to work a lower rated position, his rate will not be reduced.

(b) An employee assigned temporarily to fill a monthly rated position will be paid at the monthly rate for all services rendered.

Rule 11 - Change in Headquarters Point, Rest Days or Starting Time

When the assigned headquarters point of a position is changed more than fifty (50) miles, the assigned rest days of a position are changed, or the starting time of an established position is changed by more than four (4) hours, the regularly assigned employee may elect to retain such position or may displace in accordance with Rule 22(f). Other employees affected thereby may exercise their seniority rights in the same manner.

Rule 12 - Promotions

Promotions shall be based upon skill, ability and seniority. Skill and ability being equal, seniority shall prevail, the management to be the judge. Should there be a disagreement, the provisions of the claims/grievance rule, Rule 32, applies.

Rule 13 - Return to Assigned Position

An employee voluntarily leaving his assigned position may not return to the

position which he vacated unless there are no other applicants for the position.

Rule 14 - Leave of Absence

(a) An absence of less than five (5) days will be considered a layoff. Except in cases of illness, an employee who desires to lay off must receive permission from the designated supervisor.

(b) Except for physical disability, a leave of absence in excess of ninety (90) days shall not be granted unless by mutual agreement between the management and the duly accredited representative of the employees. All requests for leave of absence in excess of five (5) working days must be made in writing. If a renewal of a leave of absence is desired, written application in accordance with the forgoing must be made sufficiently before the expiration of the leave of absence previously granted to enable the parties to determine whether or not the request for extension should be approved. When the requirements of service will permit and when consistent with company policy, the Carrier will not arbitrarily refuse to grant a leave of absence.

(c) An employee unable to work due to accident or illness will be considered to be on a medical leave of absence with the understanding that satisfactory evidence that the illness is bona fide may be required in case of doubt.

(d) An employee who fails to report for duty at the expiration of leave of absence shall be considered out of service and will forfeit all seniority rights, except when failure to report on time is the result of unavoidable delay in which case the employee must notify the designated supervisor immediately and, if approved, the leave will be extended to include such delay.

(e) An employee who accepts other compensated employment while on leave of absence, without first obtaining permission from the officer in charge and approval from the General Chairman, shall be considered out of the service, and his name shall be removed from the seniority roster.

(f) An employee on leave of absence who desires to return to service before expiration of the leave may do so providing written notice is filed with the proper officer so that the relief employee can be notified not less than 24 hours prior to the completion of last service he is to perform.

(g) An employee reporting for duty after leave of absence, vacation, sickness, disability or suspension may return to his former position, if not abolished or filled by a senior employee in the exercise of seniority, or may, upon return exercise seniority to any position bulletined during his absence. If, during his absence, his regular position has been abolished or filled by a senior employee in the exercise of seniority, he may exercise his seniority in accordance with Rule 22(f) and any employee displaced by his return may exercise seniority in the same manner.

(h) Employees accepting full time positions with their labor organizations will be considered on leave of absence and will continue to accumulate seniority. Seniority rights must be asserted within thirty (30) days after release from such position, unless such period is extended by mutual agreement between the parties signatory hereto.

Rule 15 - Absence From Work

In the case where an employee is unavoidably detained from work due to accident, illness, or other emergency, he must notify his supervisor prior to the assigned start time, or if prevented by emergency, as soon thereafter as possible.

Rule 16 - Faithful Service

(a) Employees who have given long and faithful service in the employment of the Carrier and who have become unable to handle heavy work to advantage will be given preference of such light work in their line as they are able to handle.

(b) An employee who has given long and faithful service in the employment of the Carrier and who has become physically unable to continue to perform the work of the position occupied by him will, by agreement between the Carrier and the General Chairman, be given preference to such available work as he is qualified for and able to handle at the rate of the position to be filled.

Rule 17 - Jury Duty

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

(a) An employee must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(b) The number of days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.

(c) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

(d) When an employee is excused from railroad service account of jury duty, the Carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

(e) Except as provided in paragraph (f), an employee will not be required to work on his assignment on days on which jury duty:

(1) ends within four (4) hours of the start of his assignment; or
(2) is scheduled to begin during the hours of his assignment or within four (4) hours of the beginning or ending of his assignment.

(f) On any day that an employee is released from jury duty and four (4) or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

Rule 18 - Personal Leave

(a) A maximum of two (2) days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight (8) calendar years under vacation rules in effect on January 1, 1982 shall be entitled to one (1) day of personal leave in subsequent calendar years;

Employees who have met the qualifying vacation requirements during seventeen (17) calendar years under vacation rules in effect on January 1, 1982 shall be entitled to two (2) days of personal leave in subsequent calendar years.

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

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

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

(e) In situations where personal leave days are taken either immediately preceding or following a holiday, the work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day is considered as the qualifying day for holiday purposes.

NOTE: Application of Personal Leave

The following examples are intended to demonstrate the intention of the parties concerning application of the qualifying requirements set forth in the 1981 National Agreements providing for personal leave:

Example No. 1

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

This employee would not be entitled to one (1) day of personal leave in the year 1982 because of not having met the qualifying vacation requirements during eight (8) calendar years prior to January 1, 1982.

Example No. 2

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

This employee would be entitled to one (1) day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight (8) calendar years prior to January 1, 1982.

Example No. 3

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

This employee, despite the fact that he did not render compensated service on the required number of days in the year 1981, would be entitled to one (1) day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight (8) calendar years prior to January 1, 1982.

Rule 19 - Paying Off

(a) Employees will be paid off during their regular working hours, semi-monthly, except where existing state laws require a more desirable paying off condition.

(b) Should the regular payday fall on a holiday, identified in Rule 4 (d) herein, employees will be paid on the preceding day. Should the regular payday fall on an employee's assigned rest day, he will be paid on the workday immediately preceding his rest days, if checks are available.

(c) Where there is a shortage equal to one (1) day's pay or more in the pay of an employee, a time check will be issued to cover the shortage, if requested.

(d) Employees leaving the service of the Carrier will be given a time check as promptly as practicable for all monies due.

Rule 20 - Employment Applications and Seniority Date

Applicants for employment or craft transfer shall be required to fill out the Carrier's appropriate form of application, take any test given for skills assessment, and pass required physical and visual examination. Employment may be terminated within the first one hundred twenty (120) days of service by disapproval of application. If application is not disapproved within one hundred twenty (120) days of commencement of service, employee's name will be placed on the seniority roster of regular employees with a seniority date as of the first day of service, and employee will not thereafter be subject to dismissal except for cause, as provided by Rule 33.

If after the expiration of one hundred twenty (120) days it is determined that essential information given in the application is false or incomplete, the employee may be relieved from service by invoking the provisions of Rule 33.

The seniority date of a new employee on a roster shall be established as of the first date he performs service in a classification on that roster. Where two or more individuals are employed on the same date, seniority will be determined by age with the older employee having the higher seniority.

Any employee desiring to bid to another roster where he does not have seniority will be required to have successfully passed any test(s) given for skills assessment prior to being awarded a position on that roster. A successful bidder shall have one hundred twenty (120) days to qualify on the new roster. If employee is not disqualified within one hundred twenty (120) days of commencement on new roster, he will establish a date from the time he first performs actual service on an assigned position on the new roster.

Rule 21 - Seniority

(a) An employee promoted from one classification to another will retain and continue to accumulate seniority in the classification from which promoted.

(b) An employee working full time for the Organization will be considered on leave of absence and will retain and continue to accumulate seniority. An employee returning

from a full time position with his Organization to a position under this agreement will return in accordance with Rule 14.

(c)

(1) Any employee who was promoted to an official, supervisory or excepted position prior to October 1, 1985, may elect to retain and accumulate seniority within the craft of class represented by the Organization party to this agreement so long as the employee pays the currently applicable monthly service fee to the Organization. In the event an employee elects not to pay the service fee to retain seniority, the duly authorized representative of the Organization party to this agreement shall notify the Vice President Labor Relations with a copy to the employee involved. If within thirty (30) calendar days after receipt of such notification the employee has not paid the service fee to the Organization, the employee shall cease to accumulate seniority in the craft and class represented by the Organization party to the agreement.

(2) Any employee who is promoted to an official, supervisory or excepted position subsequent to October 1, 1985 may elect to retain and accumulate seniority within the craft and class represented by the Organization party to this agreement so long as the employee pays the currently applicable monthly service fee to the Organization. In the event such employee elects not to pay the service fee to retain seniority, the duly authorized representative of the Organization party to this agreement shall notify the Vice President Labor Relations with a copy to the employee involved. If within thirty (30) calendar days after receipt of such notification the employee has not paid the service fee to the Organization, the employee's seniority in the craft or class represented by the Organization party to this agreement will be terminated and the employee's name removed from the seniority roster.

(3) In the event an employee covered by the provisions of paragraph (1) or (2) above who retains seniority in the craft and class and is subsequently relieved from such position by the Carrier (other than through dismissal for cause), the employee shall be entitled to displace the junior employee on the seniority roster or bid on a bulletined vacancy.

(d) An employee assigned to and qualifying for a position in any classification will thereby establish the same seniority date in all lower classifications to which assigned; subject to the provisions of Rule 24(a).

(e) Where two or more individuals are employed on the same date, seniority will be determined by age with the older employee having the higher seniority.

(f) New employees shall not establish seniority until they have been in service one hundred twenty (120) days. After seniority has been established under this rule, it shall be as of the day pay started.

(g) The Carrier will provide the Local and General Chairman with a list of the employees who are hired or terminated, together with their home addresses and phone numbers. This information will be limited to the employees covered by the Collective Bargaining Agreement. The data will be supplied within thirty (30) days of the end of the month in which the employee is hired or terminated. (From Article IV – Employee Information, 12-4-75 National Agreement)

Rule 22 - Reduction of Forces/Exercise of Seniority

(a) When forces are reduced, seniority rights will govern.

(b) Notice of force reduction or abolishment of positions at any point shall be posted at the applicable work location and will be given to the incumbent of the affected position as soon as possible but not less than five (5) days in advance of the effective date of such force reduction or abolishment.

(c) No advance notice to employees shall be required before temporarily abolishing positions or making temporary force reductions under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered in paragraph (d) below, provided that such conditions result in suspension of the company's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to the work location directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours' pay at the applicable rate for his position.

(d) No advance notice shall be required before positions are temporarily abolished or forces are temporarily reduced where a suspension of the company's operation in whole or in part is due to a labor dispute between the company and any of its employees.

(e) When operations are restored after emergencies, employees will report to the position occupied immediately prior to the emergency condition without rebulletin unless the position had been abolished in accordance with (a) above during such emergency.

NOTE: An employee withholding services (strike), who is notified by the railroad that the emergency condition has ceased and is to return to his position after the assigned starting time of such position, will be paid on that day at the pro rata rate for time actually worked within the hours of his assignment and at the punitive rate thereafter (unless on a monthly rated position).

(f) The exercise of seniority to displace junior employees, which practice is usually termed "rolling or bumping," will be permitted when existing assignments are canceled, when displaced by a senior employee through the exercise of his seniority, or when headquarters points of existing assignments are changed. The employee affected must, within ten (10) days of receipt of written notice either, place himself on an unbid position, or displace any junior employee on a roster in which he has seniority. An employee whose seniority allows him to hold a position and fails to exercise his seniority within the ten (10) day period, will be considered to have resigned. If an employee's seniority does not allow him to hold a position, he will be placed on furloughed status.

(g) When headquarters of a position are changed, the regularly assigned employee of such position will retain his rights to such position if desired, or may, at his option, elect to give up such assignment and exercise his seniority in the same manner as if position were abolished.

(h) A furloughed employee must keep the designated officer advised in writing, with a copy to the General Chairman, of his current address and advise of any subsequent changes in address within thirty (30) days of such change. Failing to do so, the employee will forfeit all seniority.

Rule 23 - Termination of Seniority

The seniority of any employee whose seniority under an agreement with IBEW is established after the effective date of this Article and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

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

This Article shall become effective fifteen (15) days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date. (From Article V – Termination of Seniority, 12-18-87 National Agreement)

Rule 24 – Establishing Competency/Disqualification

(a) An employee who has been awarded a position, or exercised seniority on a position, will not be disqualified from that position after one hundred twenty (120) days without being afforded the provisions of paragraph (b) below. In the event that an employee is disqualified, he must return to his previous position unless it is occupied by a senior employee; otherwise, he must exercise his seniority per Rule 22(f). Employees will be given full cooperation by management in their efforts to qualify.

(b) An employee who considers himself unfairly declared disqualified may make written request to the designated officer of the S & C Department within seven (7) days of the date of receipt of disqualification notice that he be given a practical test conducted jointly by the Carrier and the General Chairman, or his designated representative, to determine if the individual can demonstrate ability or qualifications to be assigned to the position. Such test will be given within ten (10) days after notice, unless extended by mutual agreement. If the applicant passes the test, he shall be assigned to the position.

(c) An employee who fails the test and considers themselves unjustly treated, shall have the right to an unjust treatment investigation as provided in Rule 33 if written request is made to his immediate supervisor within ten (10) days following notification of failure.

Rule 25 - Seniority Rosters

(a) The following seniority classifications shall be established:

Electronic Technician I
Electronic Technician II
Electronic Technician III
Electronic Equipment Maintainer

(b) Seniority rosters shall be prepared for each classification, showing the names, seniority dates, and relative standing of all employees in that classification.

(c) The new rosters will be posted and will be open for correction for a sixty (60) day period from date of issue in accordance with (d) below.

(d) Rosters shall be posted in January of each year and delivered to all employees on the applicable roster. An employee shall have sixty (60) calendar days from date his name first appears on the roster to appeal his roster date or relative standing thereon and if no appeal is taken within the sixty (60) calendar day period, the date and relative standing will be considered correct.

Copies of the rosters shall be furnished to the General Chairman.

No change in relative seniority standing of an employee shall be made on the part of the Carrier without conference with the General Chairman or his designated representative. When such a change is made, the employee whose seniority standing was the subject of conference shall be notified in writing of the change.

Rule 26 - Seniority District

The seniority district for each classification identified in Rule 25 will be the entire Soo Line system.

Rule 27 - Classification of Work

The work of the employees covered by this Agreement shall consist of:

(a) Assembling, installing, removing, dismantling, connecting, disconnecting, repairing, rebuilding, maintaining, overhauling, adjusting, applying, wiring, calibrating, aligning, stripping, cleaning, lubricating, and testing of all telephone, communication switchboards, inter-office communications systems, public address, talk back, and paging systems; Carrier systems and equipment including the microwave system, transmitters, receivers, repeaters, multiplexing and related equipment used for communication or control, telephone dial switching equipment, radio transmitters, receivers and related equipment used for communication or control, hot box and dragging equipment detectors; closed circuit television cameras, receivers and recorders; “data” sets and transmission circuit; wires, cables, conduit, and antennas used for the above equipment;

(b) Cutting, drilling, soldering, welding, tapping, boring or reaming needed for the installation or maintenance of the above named equipment. The use and operation of all test equipment used for installation, maintenance, and repair of the above equipment;

(c) Any reference to the repair of equipment does not restrict the reasonable use of manufacturer repair and return or equivalent service;

(d) Any reference to inspection and testing shall not be interpreted to restrict inspections and tests made by supervisors or officials for the purpose of determining whether employees coming within the scope of this Agreement are properly installing, maintaining, or repairing Communications Department apparatus, appliances, circuits and appurtenances; neither is it to be interpreted as restricting testing and inspecting by any other qualified Communications Department employee covered by the scope of this Agreement as part of his regular duties and at his regular rate.

(e) When signal transmissions are handled on communications circuits and equipment, such as fiber optic or microwave systems, the employees covered by the Signalmen Agreement shall install and maintain the signal circuits leading to and from the Demarc Strip where signal circuits are connected with communications circuits.

(f) It is the intent of this classification of work rule to identify and preserve to the communications worker’s work which traditionally and regularly had been performed by communications workers on the Soo Line prior to February 19, 1985 and to identify and preserve to the communications worker’s work which traditionally and regularly had been performed by communications workers on the Milwaukee Road prior to February 19, 1985, but will not expand or extend the communication workers jurisdiction on the Soo Line Railroad (combined Soo and Milwaukee) to work performed prior to February 19, 1985, on the Milwaukee Road by other than communication workers, nor to work performed prior to February 19, 1985 on the former Soo Line by other than communications workers.

Rule 28 – Incidental Work Rule

Section 1

The coverage of the Incidental Work Rule is expanded to include all shopcraft employees represented by the organization party hereto and shall read as follows:

Where a shopcraft employee or employees are performing a work assignment, the completion of which calls for the performance of "incidental work" (as hereinafter defined) covered by the classification of work or scope rules of another craft or crafts, such shopcraft employee or employees may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as "incidental' when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment, and shall include simple tasks that require neither special training nor special tools. Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work assignment.

In addition to the above, simple tasks may be assigned to any craft employee capable of performing them for a maximum of two (2) hours per shift. Such hours are not to be considered when determining what constitutes a "preponderant part of the assignment."

If there is a dispute as to whether or not work comprises a "preponderant part" of a work assignment the carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment. If it does, a claim will be honored by the carrier for the actual time at pro rata rates required to perform the incidental work.

Section 2

Nothing in this Article is intended to restrict any of the existing rights of a carrier.

Section 3

This Article shall become effective ten (10) days after the date of this Imposed Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date.

(From Article V, 11-27-91 Imposed Agreement)

Rule 29 - Job Classifications

Electronic Technician I - An employee that has a recognized associate's degree, military training or other equivalent specialized electronic training. If required, must have ability to secure an FCC Commercial Radio Telephone License. Their duties will consist of installation, maintenance, and repair of all types of communications equipment. They may be required to travel. They shall be hourly rated employees.

Electronic Technician II - An employee that has a recognized associate's degree, military training or other equivalent specialized electronic training. Must be able to secure an FCC Commercial Radio Telephone License within a reasonable time period, not to exceed one (1) year. They must have one (1) year's experience in the installation, maintenance, and repair of all types of communications equipment and be qualified to perform such duties. They may be required to travel. They shall be hourly rated employees.

Electronic Technician III - An employee that has a recognized associate's degree, military training or other equivalent specialized electronic training. Must be able to secure an FCC Commercial Radio Telephone License within a reasonable time period, not to exceed one (1) year. They must have one (1) year's experience in the installation, maintenance, and repair of all types of communications equipment and be qualified to perform such duties. They may be required to travel. This position may be required to direct the work of Technician I or Technician II positions. This position shall be monthly rated at one hundred ninety eight (198) hours based on a five (5) day week and two (2) rest days for all services rendered.

Electronic Equipment Maintainer - An employee that has a recognized associate's degree, military training or other equivalent specialized electronic training. Must be able to secure an FCC Commercial Radio Telephone License within a reasonable time period, not to exceed one (1) year. They must have one (1) year's experience in the installation, maintenance, and repair of all types of communications equipment and be qualified to perform such duties. They may be required to travel. This position may be required to directly supervise Technician I, Technician II, or Technician III positions. This position shall be monthly rated at two hundred twenty eight (228) hours based on a five (5) day work week including one (1) subject to call day and one (1) rest day for all services rendered.

NOTE: It is understood that employees in any class may perform work of other classes in order to prepare themselves for promotion. Performance of such work will not be considered a violation of the intent of this Agreement.

Rule 30 - Bulletins

(a) New positions or vacancies which are expected to be of more than thirty (30) days duration will be bulletined for a period of ten (10) days, during which time employees may file written application for said position with the official whose name appears on the bulletin. The assignment of the position will be made within ten (10) days of the close of the bulletin period; subject to the provisions of Rule 13.

(b) An employee awarded a position pursuant to this rule will be transferred to such position within twenty (20) calendar days after being awarded such position, and be paid at the rate established in Appendix A. They will receive the rate of pay for the new position from the time they actually start work thereon. If not placed on the new position within twenty (20) calendar days from the date of award, the successful applicant will be entitled to the rate of the position worked or the rate of the new position, whichever is the greater.

(c) An employee awarded a headquartered bulletined position after the effective date of this Agreement must establish residence in order to respond, if called, within a reasonable period of time, within six (6) months of transfer to said position.

(d) Bulletins will designate the position number, title, headquarters, assigned territory (if applicable), hours of service, rest day(s)/call day(s), and assigned duties, and any bulletin resulting from a vacancy will list the name of the previous incumbent. If a bulletin is cancelled, a notice to that effect containing the reasons therefor will be distributed to the employees to whom the bulletin was addressed with a copy to the Local Chairman.

Bulletins will be addressed to employees with seniority in which the vacancy exists, and, in the event no bid is received from an employee in the classification in which the vacancy occurs, the position will be assigned to an employee in the next lower classification bidding for same provided such employee meets the minimum qualifications for the position. Such employee will establish a date in accordance with the provisions of Rule 21(d).

(e) Positions or vacancies of less than thirty (30) days duration will not be bulletined. Such position or vacancy, when filled, may be filled by using any qualified employee available; however, consideration will be given the senior qualified employee upon making request.

(f) In the event there are no applications for a bulletined position, furloughed employees in the classification in which the vacancy occurs will be recalled in seniority order, and must return to service within fifteen (15) days unless arrangements have been made with a designated representative of the Carrier. If the recalled employee fails to return to service within the fifteen (15) day period, they will forfeit all seniority and will be considered as resigned from service. If they are working in a lower classification and fail to return within fifteen (15) days, they will forfeit seniority in the higher classification.

(g) An employee who desires to withdraw his bid or application for an advertised position must file his request, in writing, with the official whose name appears on the bulletin and with copy to the interested local committee prior to the time and date on which the bulletin is closed.

(h) The Carrier will not assume any expense as a result of the exercise of seniority by employees covered by these rules.

Rule 31 - Automobiles

Employees authorized to use their automobiles in connection with their work will be allowed the IRS mileage rate and authorized by the company for actual mileage made in the performance of service for the Carrier. Employees will not be required to use their private automobiles to perform service for the Carrier.

Rule 32 - Claims and Grievances

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

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

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred, unless within nine (9) months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or system, group or regional Board of Adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor

Act. It is understood, however, that the parties may by agreement in any particular case extend the nine month period herein referred to.

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

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

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

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

(h) Conferences between local officials and local committees are to be held during regular working hours without loss of time to committeemen. Local supervisors will excuse local committeemen from duty to attend conferences with local officials under this rule.

(i) Prior to assertion of grievances as herein provided, and while questions of grievances are pending, there will neither be a shutdown by the employer nor a suspension of work by the employees.

Rule 33 - Discipline

(a) An employee who has been in the service of the Carrier for more than one hundred twenty (120) days will not be disciplined without a fair and impartial hearing by a designated officer of the Carrier. Such investigation shall be set promptly to be held not later than twenty (20) days from the date of the occurrence, except that personal conduct cases will be subject to the twenty (20) day limit from the date information is obtained by an officer of the Carrier. Suspension from service for serious violations pending a hearing shall not be deemed a violation of this rule, provided the hearing is held within ten (10) days of the employee being withheld from service. At least five (5) days in advance of the hearing, such employee will be apprised in writing of the precise charge against him in order that the employee may arrange for representation by the duly authorized representative and the employee has the opportunity to secure the presence of necessary witnesses.

(b) A decision will be rendered within twenty (20) days following the hearing and written notice of discipline will be given the employee, with copies to the Organization's duly authorized representative. If necessary and upon request, a reasonable extension will be granted.

(c) The employee and his duly authorized representative shall be furnished a copy of the official transcript of the hearing within twenty (20) days of the date the investigation is held. The employee or his duly authorized representative will not be denied the right to take a tape recording of the hearing; however, the hearing will not be delayed in any manner because of this right to use such equipment, and the Carrier's tape will be the official record of the hearing.

(d) An employee and his duly authorized representative may request permission to waive formal hearing in which such employee is under charge and in connection with which he will accept the assessment of discipline. If the designated Carrier officer agrees to grant the request, the employee will be advised of the discipline to be assessed prior to his being required to sign the "Request for Waiver of Formal Investigation" form.

It is understood and agreed to by the parties that:

(1) The hearing provided for herein is not to be waived except in cases where "Request for Waiver of Formal Investigation" form is fully completed and signed by the employee under charge, his duly authorized representative, and the designated Carrier officer.

(2) This procedure is entirely voluntary on the part of the employee under charge and his duly authorized representative.

(3) No mention or record of the possibility of waiver of formal investigation under this agreement will be made or cited by either party in subsequent handling of the case in the event the hearing is not waived.

(4) If signed, a copy of the completed "Request for Waiver of Formal Investigation" will be furnished the employee under charge and his duly authorized representative.

(5) The discipline agreed to and assessed in connection with this agreement is not subject to appeal by the employee or his duly authorized representative.

(e) Postponement of investigation for a reasonable length of time will be granted for good and sufficient cause upon request from the cited employee, his representative, or an officer of the Carrier.

(f) If the hearing is not held or decision rendered within the time limits specified herein, and such time limits are not extended or postponed by agreement, the charges against the employee shall be considered as having been dismissed and removed from his record. In addition, the employee shall be made whole with respect to all contractual rights, all seniority rights, and all time lost.

(g) One member of the local committee, or a duly authorized representative, may absent himself from work during regular working hours, without loss of earnings, for the purpose of representing an employee at an investigation.

(h) Should any employee subject to this agreement believe he has been unjustly dealt with, or any of the provisions of this rule have been violated, the case shall be appealed through a two-step procedure including the highest designated officer of the Carrier, by the duly authorized local committee and/or their representative in accordance with the procedure specified in Rule 32.

(i) If it is found that an employee has been unjustly disciplined or dismissed, such discipline shall be set aside and removed from his record. He shall be reinstated with his seniority rights unimpaired, and be compensated for wage loss, if any, suffered by him resulting from such discipline or suspension, less any amount earned during the period of discipline.

(j) An employee required by the Carrier to appear as a witness at an investigation will be compensated at his applicable straight time rate of pay for all time in attendance.

REQUEST FOR WAIVER OF FORMAL INVESTIGATION

_____, 20__

Mr._____
Carrier Officer

_____
Location

Dear Sir:

I hereby confirm my verbal request that formal investigation or hearing be waived on the following charge for which I have been instructed to appear for investigation:

I understand and agree to and accept assessment of the following to be placed on my personal record: (Show discipline assessed or if none, mark “none.”)

APPROVED:

_____ _____
Duly Authorized Representative Employee under charge

REQUEST GRANTED: _____
Occupation

_____ _____
Carrier Officer Address

_____ _____
Date Date

Rule 34 - Committee

The Carrier will not discriminate against any committeemen who, from time to time, are delegated to represent other employees.

Rule 35 - Injuries

(a) Employees injured while at work will not be required to make accident reports before they are given medical attention, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment, and, when able, employees shall be permitted to return to work without signing a release pending final settlement of the case.

(b) All claims for personal injuries must be handled with the Claims Department.

Rule 36 - Notices

At points where employees covered by this agreement are employed, suitable provisions will be made for posting notices of interest to the employees.

Rule 37 - Physical Examination

(a) In the interest of the safety and welfare of the employees, it is hereby understood and agreed that the Carrier may require all employees to take a visual and physical examination as shown below:

(1) Where there is reason to believe that an employee's physical condition at any time while in service is such that he is becoming unsafe and liable to cause injury to himself or fellow employees, he may be directed to take a complete physical examination.

(2) An employee who presents himself for duty following a severe illness, injury, furlough or leave of absence may be required to pass a physical examination as determined by the Carrier before resuming duty under the procedure outlined in (1).

(3) It is also understood and agreed that any medical fee in connection with such examinations by company doctors as are requested by the company will be borne by the company.

(4) If an employee is not satisfied with the examination of the company's doctor, he is privileged to have the case handled as follows:

i. The employee involved will select a physician to represent him, and he will act with Carrier's chief physician in

conducting a further physical examination. If the two physicians thus selected shall agree, the conclusions reached by them will be final.

ii. The physicians selected by the company and the employee shall be graduates of reputable Class A schools of regular medicine and of good standing in their communities.

iii. If the two physicians selected in accordance with paragraph (i) should disagree as to the physical condition of such employee, they will select a third physician to be agreed upon by them, who shall be a well-known consultant of recognized standing in the medical profession, and a specialist in the disease or injury from which the employee is alleged to be suffering. The Board of medical examiners thus selected will examine the employee and render a report within a reasonable time, not exceeding fifteen (15) days after selection, setting forth his physical condition and their opinion as to his fitness to continue service in his regular employment, which will be accepted as final. Should the decision be adverse to the employee and it later definitely appears that his physical condition has improved, a reexamination will be arranged after a reasonable interval upon request of the employee.

When an employee is required to report to the company doctor as covered by paragraph (1) above and it is found that his physical condition is such that he may return to work at once, he will be paid for any time lost due to taking the physical examination.

If an employee is disqualified from further service either temporarily or permanently by a company physician account his physical condition and he is not satisfied with the examination and desires to proceed as covered by paragraph (4), and should the board of three doctors find that he is physically fit to return to work, he will not be paid for any time lost between the date he was held out of service account of alleged disqualification and date of final report by the medical examiners unless he asked to have provisions of paragraph (4) applied within ten (10) days after he was notified that the company’s physician had disqualified him.

iv. The management and the employee involved will each defray the expenses of their respective appointees. The fee of the third member of the board will be borne equally by the

involved employee and the company. Fees for hospital expenses, laboratory, and x-ray examinations, etc., will be borne equally by the employee involved and the company.

(5) Where an employee has been disqualified from active service, he shall be granted a leave of absence.

(b) The Carrier may require employees to take periodic physical examinations as directed in accordance with Company policy. Such examinations shall be given during the employee's regular assigned hours, when practicable to do so, without loss of compensation.

Rule 38 - Help to be Furnished

All employees upon request shall be given any advice, instructions, literature and/or training as needed relating to the work of the position, assignment, or equipment to be installed, repaired, maintained, tested or inspected.

Rule 39 - Vacations

The National Vacation Agreement of December 17, 1941, as amended, will govern the vacation rights of the employees covered by this agreement.
(See Appendix "B")

Rule 40 - Copies of Agreement

The Carrier will have printed in book form copies of this agreement, including selected articles of National Agreements, and furnish a copy to each employee affected, upon request. New employees will be provided a copy thereof upon completion of their probationary period.

Rule 41 - Expenses

(a) Fixed Headquarters Positions.

An employee instructed to work more than fifty (50) miles from his assigned headquarters point who is unable to return to his headquarters point on that day, will be allowed reimbursement for reasonable, actual expenses, if meals and/or lodging are not provided by the Carrier. The employee will not be entitled to meal reimbursement without previous night lodging receipt. Lodging in motels, hotels, or other comparable facilities shall be suitable for that purpose in the community. Under normal circumstances not more than two men will occupy a twin-bedded room. The Carrier may designate the lodging establishment.

(b) Mobile or Non-Headquartered Positions.

(1) Mobile crews will be housed in motels, hotels, or other comparable facilities suitable for that purpose in the community. Under normal circumstances, no more than two (2) men will occupy a twin-bedded room. Carrier may designate the lodging establishment.

(2) For each day an employee on a mobile crew performs service for the Carrier, they will be paid actual, reasonable and necessary expenses. Receipts may be required for expenditures.

(3) Mobile crew members regularly assigned throughout their work week to live away from their home residence shall be granted a travel allowance on weekends or rest days when they actually make the trip to their home residence and return to the crew, regardless of the mode of transportation used, except where the Carrier provides suitable transportation.

(4) If an employee works at least three (3) days in a work week and he is required to lay off account his own illness or serious illness of an immediate member of his family, or a death in his family, he will be allowed the travel allowance established by this section. If requested, the employee will furnish satisfactory evidence of illness or death in his family.

(5) Employees electing not to return to their home residence shall not be provided rest day lodging and/or meal expenses, nor receive payment in lieu of travel allowance.

(6) Lodging will not be provided by the Carrier for the night immediately following the last tour of duty of that work week, except as provided in paragraph (8) below.

(Example: Tour of duty completed at 5:00 P. M. on Friday - Lodging will not be provided for Friday night.)

(7) Lodging will be provided at Carrier's expense for the evening preceding the new work week if the employee so desires. It will be the individual employee's responsibility to make such reservation and he shall be financially responsible for the reservation if not utilized.

(8) An employee having in excess of two hundred (200) miles to return to his home residence will be provided lodging at Carrier's expense for the night immediately following his tour of duty on the last day of his work week, providing he actually makes the trip to his home residence on the following calendar day. When such lodging is

(1) provided, he shall not be entitled to lodging at Carrier's expense on the night immediately preceding the start of his new work week.

(2) The travel allowance reference herein will be computed on the actual mileage of the most reasonable and direct highway route to and from the town in which his home residence is located with a maximum of one thousand (1,000) miles. Allowance will be determined in accordance with the following schedule:

1/1/2011 IBEW COMM TRAVEL ALLOWANCE TABLE

Actual Mileage	Allowance
0 - 60	-
61 - 100	24.43
101 - 150	36.75
151 - 200	48.93
201 - 250	61.18
251 - 300	73.37
301 - 350	85.62
351 - 400	97.83
401 - 450	110.08
451 - 500	122.27
501 - 550	134.55
551 - 600	146.77
601 - 650	159.01
651 - 700	171.21
701 - 750	183.46
751 - 800	195.68
801 - 850	210.94
851 - 900	220.10
901 - 950	232.38
951 - 1,000	244.60

The travel allowance table will be increased or decreased effective January 1 of each calendar year beginning in 2009, by applying the same percentage difference in the IRS standard business mileage rate from the previous calendar year to the current calendar year.

Examples:

Assume the 2017 mileage chart authorizes an allowance of $25.00 for a 61-100 mile trip and that the difference between the rates in 2017 and 2018 yields an increase of 4.5%. The allowance for 2018 is $26.13 (rounded to nearest cent).

Assume that the 2018 mileage chart authorizes an allowance of $26.13 for a 61-100 mile trip and that the difference between the

rates in 2018 and 2019 yields a decrease of 2%. The allowance for 2019 is $25.61 (rounded to nearest cent).

(c) No meal and/or lodging allowance will be made when the employee's home is within fifty (50) miles of headquarters, or in the case of mobile crews, the work location. Exceptions to this rule, such as snow, ice, wind storms or other extraordinary circumstances, may be applied with approval of the supervisor.

Rule 42 - Headquarters

All employees covered by this agreement who are regularly assigned to maintenance on a territory, a plant, a shop or are assigned to a fixed headquarters crew shall have their headquarters point designated by bulletin.

Rule 43 - Rates of Pay

The rates of pay shall be those set out in Appendix "A". The rate sheets shall be updated as amended.

The Electronic Equipment Maintainer rate shall be based on two hundred twenty eight (228) hours per calendar month and shall comprehend all service rendered during the assigned five (5) day work week plus any service performed on a call basis on such employee's assigned call day. The assigned call day may be rotated by mutual agreement between the Carrier and the General Chairman or his designee. Overtime will be paid when the employee renders service on his assigned rest day.

The Electronic Technician III rate shall be based on one hundred ninety eight (198) hours per calendar month and shall comprehend all service rendered during the assigned five (5) day work week and will be paid overtime for service rendered on his assigned rest days.

No overtime is allowed except as provided in this Rule above and no time is to be deducted unless an employee lays off of his own accord.

Rule 44 – Entry Rates

Article VIII of the December 6, 1978 National Agreement and all other local rules governing entry rates are eliminated and the following provisions are applicable:

Section 1

Helpers and upgraded mechanics will be paid as follows during their first 488 days of actual service; provided however, that this provisions shall apply only to employees who enter service under agreements with the shop craft organization on or after the effective date of this Article:

(a) For the first 244 days of service, such employees shall be paid 85% of the applicable rates of pay (including COLA).

(b) For the second 244 days of service, such employees shall be paid 92% of the applicable rates of pay (including COLA).

NOTE: An employee will be credited with a day of service if he performs at least four hours of compensated service.

Section 2

When an employee has completed a total of 488 days of service in any shop craft position (or combination thereof) this Article will no longer be applicable. Employees who have had a shop craft employment relationship with the carrier and are re-hired in a shop craft position shall have such previous service credited toward meeting this requirement.

Employees who have had a previous employment relationship with a carrier in a craft represented by a shop craft organization and are subsequently hired by another carrier after the date of the Agreement shall be covered by this Article, as amended. However, such employees will receive credit toward completion of the entry rate requirement for compensated service performed in such craft provided that such compensated service last occurred within one year from the date of re-employment.

Agreements which provide for entry rates lower than those provided for in this Article are preserved. However, if such agreements provide for payment at a lower rate for less than the first 488 days of service, this Article will be applicable during any portion of that period in which such lower rate is not applicable.

Section 3

The term upgraded mechanics as used in this article is intended to apply to employees hired for an upgraded status without first establishing seniority as helper or apprentice, as well as those upgraded after entering service as a helper or apprentice.

This Article is not intended to confer any right to hire employees in an upgraded status or to upgrade employees to mechanics positions where such right does not now exist.

Section 4

This Article shall become effective January 1, 1982 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date.

(From Article XI – Entry Rates, 12-11-81 National Agreement)

Rule 45 - Territories

(a) Each employee and crew in the Communications Department shall be assigned to a specified territory with a specified headquarters, and the assigned territories for employees on the same roster shall not overlap. However, this shall not be construed to prevent the assignment of more than one employee on the same roster to the same territory whether or not they are on the same or different shifts. The Carrier is not prohibited from assigning multiple reporting points within a headquarters. Headquarters and/or territories once established will not be changed until the affected employee is given a thirty (30) day advance notice of such change by certified mail with a copy to the General Chairman. If the headquarters designated on the bulletin is changed by the Carrier, the regularly assigned employee may elect to retain the position or may displace in accordance with Rule 22(f). Other employees affected thereby, may exercise their seniority rights in the same manner.

(b) Except by mutual agreement between the Carrier and the General Chairman, and except for the Regular Relief position, an employee assigned to a specific territory shall not be required to perform service off such territory in excess of ten (10) days in any calendar month, except in case of emergency. If held off their territory in excess of ten (10) days, they will be paid at the rate of time and one-half for all work performed on the days in excess of ten (10) so held. An emergency for Communications Department employees is a condition causing or directly threatening interruption of necessary communications services.

(c) Should an employee assigned to a specific territory be required on his stand-by day to perform service on a territory other than his own, such service should not be considered as part of the ten (10) days specified in paragraph (b) of this rule.

(d) On major installations which are too large for the regularly assigned communication employees on a territory to handle within the required time, one or more additional employees may be assigned to assist in the work for a period of up to sixty (60) calendar days in any one year. Any employee so assigned under this paragraph will not be considered as being held off his assigned territory under paragraphs (a) and (b) of this rule. The provision of this rule shall only be applied after notifying the employee(s) who would be involved with the work and by mutual agreement with the designated Carrier officer and the General Chairman.

Rule 46 - Sanitation

Good drinking water and ice will be furnished where possible. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets, and washrooms will be kept in a clean, dry, and sanitary condition, and employees will cooperate to that end.

Shops, locker rooms, and washrooms will be lighted and heated in the best manner possible consistent with source of heat and lights available at the point in question.

Rule 47 - Miscellaneous

(a) Reasonable protection against sand blasts, paint blowers, and acetylene or electric welding or cutting will be afforded.

(b) Protective clothing and protective equipment as required by the Safety Rule Book will be provided by the Carrier.

(c) The Carrier will furnish employees with necessary, specialized equipment. to perform the duties of their assignment.

(d) The employees will be responsible for the replacement of the Carrier provided equipment except when the need for replacement is due to defect or normal deterioration or theft, provided such theft was not due to the employee's negligence.

Rule 48 - Employee Information

The Carrier will provide the General Chairman with a list of the employees who are hired or terminated, together with their home addresses and the employees' identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within thirty (30) days of the end of the month in which the employee is hired or terminated, except if the Carrier cannot meet the thirty (30) day requirement, the matter will be worked out with the General Chairman.

Rule 49 - National Agreements

The parties recognize the applicability of National Agreements to which they are signatory through authorized committees, amendments thereto, and interpretations thereof, except as such Agreements have been specifically modified herein. Selected articles of National Agreements are included for easy reference; omission of articles of National Agreements cannot be construed as their having been abrogated.

Rule 50 - Union Shop Agreement

The provisions of the Union Shop Agreement dated January 28, 1953, as amended, shall be applicable to employees covered by this agreement (see Appendix "E").

Rule 51 - Cost Free Dues Deduction

The provisions of the Dues Deduction Agreement of January 1, 1974, as

amended effective September 15, 1981, shall be applicable to employees covered by this agreement (see Appendices "L" and "M").

Rule 52 – Dependent Care Assistance Plan

Effective January 1, 1992, the Soo Line Railroad agrees to make available to all eligible employees working under the IBEW schedule agreement the Soo Line Railroad Company Dependent Care Assistance Plan which is currently available to all exempt Soo employees. This Plan is established pursuant to Section 125 and 129 of the Internal Revenue Code. A detailed description is provided in the Summary Plan Description Booklet issued by the Company. It is understood the Plan may be amended as necessary due to government mandate.

It is understood that this Plan will be offered to the employees on the same basis as it is available to exempt employees and the Soo Line may amend, modify or terminate the Dependent Care Plan at any time for any reason, so long as the changes thereto apply to exempt employees as well as union employees. In such case that the Soo Line would choose to terminate the Plan, thirty (30) days advance written notice shall be given all active participants and the General Chairman.

Rule 53 - Effective Date and Changes

This agreement takes effect April 15, 2008 It supersedes all previous agreements, understandings, and no portion thereof will be amended, revised, nor annulled except by mutual agreement between the Carrier and the General Chairman representing the Organization, or by the serving of 30 days' written notice by either party to the other and handling in accordance with the provisions of the Railway Labor Act, as amended.

The parties have made every effort to thoroughly review every agreement between the Organization and Soo Line, and incorporate their terms in the appropriate place in this codified agreement. If the parties subsequently discover that a relevant agreement has not been properly codified, through oversight or inadvertence, they will meet promptly to undertake the necessary modifications.

SYSTEM COUNCIL 16 of the
THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

General Chairman

SOO LINE RAILROAD COMPANY

AVP Labor Relations & Human
Resources – US

April 15, 2008
Effective Date

APPENDIX “A”

RATES OF PAY EFFECTIVE July 1, 2012

Electronic Technician I	$26.17/hour
Electronic Technician II	$26.53/hour
Electronic Technician III	$5315.58/month
Electronic Equipment Maintainer	$6143.61/month

APPENDIX "B"

NONOPERATING (IBEW) NATIONAL VACATION AGREEMENTS

(Effective 1/1/83)

The following represents a synthesis in one document for the convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in the National Agreements of August 21, 1954; August 19, 1960; November 21, 1964; February 4, 1965; September 27, 1967; September 2, 1969; October 7, 1971; December 2, 1978; and December 11, 1981, with appropriate source identification.

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

Articles of Agreement

Section 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 loss 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 of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

(c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive. (*Revised by Article III of the December 11, 1981 Agreement*.)

(d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive. (Revised by Article III of the December 11, 1981 Agreement.)

(e) Effective with the calendar year 1973, an annual vacation of twenty five (26) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less then 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 move 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 (I5) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) years or more years of service with the employing carrier.

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

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

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

(l) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less then 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 employee does not return to service in the following year for the some carrier, he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

(From Article III-Vacations, Section 1, 10-7-71 Agreement, with paragraphs 1(c) and 1(d) revised by Article IV of the 12-2-78 Agreement)

Section 2

(Not applicable to the employees covered by this agreement.)

Section 3

The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be under and in accordance with the terms of such existing rule, understanding or custom.

(From Section 3, 12-17-41 Agreement)

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

(Article III-Vacations, Section 3, 10-7-71 Agreement)

> NOTE: Article 3 of the Vacation Agreement, as amended by the October 7, 1971 Agreement, refers to eight holidays. While the December 11, 1981 Agreement did not officially amend that section to incorporate reference to the changes in holidays, the provisions of that section will apply to the eleven holidays recognized under the December 11, 1981 Agreement; i.e., effective January 1, 1983, the "recognized holidays" in the second paragraph of Article 3 of the Vacation Agreement, as amended October 7,1971, will include: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve (the day before Christmas is observed), Christmas, and New Year's Eve.

Section 4

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

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

(b) The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (1 5) days) require all or any number of employees in any plant operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee of each organization affected signatory hereto and the proper representative of the carrier will cooperate in the assignment of remaining forces.

(From Sections 4(a) and 4(b), 12-17-41 Agreement)

Section 5

Each employee who is entitled to vacation shall take same at the time assigned,

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

(From Section 5, 12-17-41 Agreement)

If a carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation the allowance hereinafter provided.

(From Section 5, 12-17-41 Agreement)

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

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

(From Article 1-Vacatons, Section 4, 8-21-54 Agreement)

Section 6

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

(From Section 6, 12-17-41 Agreement)

Section 7

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

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

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

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

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

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

(From Section 7, 12-17-41 Agreement)

Section 8

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article I hereof. If an employees employment status is terminated for any reason, whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough, he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article I. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

(From Article IV-Vacations, Section 2, 8-19-60 Agreement)

Section 9

Vacations shall not be accumulated or carried over from one vacation year to another.

(From Section 9, 12-17-41 Agreement)

Section 10

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

designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.

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

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

(From Section 10, 12-17-41 Agreement)

Section 11

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

(From Section 11, 12-17-41 Agreement)

Section 12

(a) Except as otherwise provided in this agreement, a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefor under the provisions hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

(b) As employees exercising their vacation privileges wiII be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute vacancies in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year; if a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

(From Section 12, 12-17-41 Agreement)

Section 13

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

(From Section 13, 12-17-41 Agreement)

Section 14

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

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act, as amended, in the event committee provided in this section falls to dispose of any dispute or controversy.

(From Section 14, 12-17-41 Agreement)

Section 15

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

(From Article III-Vacations, Section 2, 10-7-71 Agreement)

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

In Sections 1 and 2 of this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 hereof.

(From Article I-Vacations, Section 6, 8-21-54 Agreement)

APPENDIX “C”

SPLIT VACATION AGREEMENT

ELECTRICAL WORKERS

MEMORANDUM OF AGREEMENT between the Soo Line Railroad Company and its employees represented by the International Brotherhood of Electrical Workers, and covered by the Schedule Agreement dated January 1, 1954.

IT IS AGREED:

The intent of the following provision is to enable an employee to utilize vacation days for personal reasons. The purpose is not to extend a holiday period by reason of vacation days; for this reason a vacation day on the working day preceding and subsequent to a holiday will not be granted.

The following provision is for the purpose of providing machinery under which a week of vacation may be split into days and does not constitute an amendment to the Vacation Agreement:

Effective with vacation taken after January 1, 1998, any employee who is eligible for two (2) weeks of vacation or more may elect at the time vacations are scheduled to split one (1) or two (2) weeks of vacation on a one day at a time basis. (Employees who are scheduled to take group vacations may split only vacation which exceeds the length of the group vacation.)

Such vacations must be lined up with the employee's Supervisor one week in advance and scheduled consistent with the requirements of service; consideration to be given to emergencies. Carrier shall have the right to defer such vacations for emergencies and other compelling circumstances. Vacations will be granted only when the vacancy can be filled at the straight time rates and without any penalty to the Carrier.

During the last week of November, the local management and local committee will meet to set the dates of vacation for those who have not already taken all their split vacation days.

This Agreement does not modify or in any manner affect Schedule rules or agreements, except as specifically provided herein and will become effective as of May 1, 1979 and continue in effect until cancelled by either party upon 15 days' written notice to the highest designated representative of the other party.

(This document amended per Article VI, Section 5 – Appendix B of the 11-1-97 IBEW/SOO Agreement)

(From Side Letter No. 14 of the 04-01-05 IBEW/SOO Agreement)

Mr. Dale E. Doyle, General Chairman
International Brotherhood of Electrical Workers
1303 Eddy Street
Hastings, MN 55033

Dear Mr. Doyle:

It is hereby agreed that employees electing to split one week of vacation on a one day at a time basis at the time vacations are scheduled may elect to take one week in no less than 4 hour increments to tend to personal business. Vacation time taken to tend to personal business in no less than a 4 hour increment may be taken with as much advance notice as possible but no less than 48 hours in advance of the employee's assigned start time, to the proper Company officer and will be allowed consistent with the needs of the operation.

Please indicate your concurrence by signing in the space below.

Sincerely,

(Signed) Cathryn S. Frankenberg
AVP Labor Relations & Human Resources US

I concur:

(Signed) Dale E. Doyle

Effective Date: 04/01/05

APPENDIX "D"

NONOPERATING (SHOP CRAFTS) NATIONAL HOLIDAY PROVISIONS

(Effective 1-1-83)

The following represents a synthesis in one document, for the convenience of the parties, of the current Holiday provisions of the National Agreement of August 21, 1954 and amendments thereto provided in the National Agreements of August 19, 1960, November 21, 1964, February 4, 1965, September 2, 1969, October 7, 1971, February 11, 1972, May 12, 1972, December 4, 1975 and December 11, 1981, with appropriate source identifications.

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

Section 1

Subject to the qualifying requirements contained in Section 3 hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

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

(Article II - Holidays - Sections 1(a) and 2(a), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

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

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

day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rate hourly rate of the position on which compensation last accrued to him prior to the holiday.

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

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

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

(Article II - Holidays - Section 1, 9-2-69 Agreement)

Section 2(a)

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

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

Section 2(b)

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

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

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

Article II, Section 6 of the Agreement of August 21, 1954, which was added by the Agreement of November 21, 1964 and the Agreement of February 4, 1965, is eliminated. However, the adjustment in monthly rates of monthly rated employees which was made effective January 1, 1965, pursuant to Article II of the Agreement of November 21, 1964 and the Agreement of February 4, 1965, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect. Effective January 1, 1972, weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly. This adjustment will not apply to any weekly rates of pay which may have been earlier adjusted to include pay for the birthday holiday.

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

(Article II - Holidays - Sections 1(d) and 2(d), Agreements of 10-7-71,
2-11-72 and 5-12-72)

Section 3

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

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

1. Compensation for service paid by the Carrier is credited; or

2. Such employee is available for service.

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

For the purposes of Section 1, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the work day preceding and the work day following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employee whom he is relieving.

Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.

(Article II - Holidays - Section 2, 9-2-69 Agreement)

Section 4

Provisions in existing agreements with respect to holidays in excess of the eleven holidays referred to in Section 1 hereof shall continue to be applied without change.

(Article II - Holidays - Sections 1(b) and 2(c), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

Section 5

(a) Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday, Day after Thanksgiving Day, Christmas Eve Day and to New Year's Eve Day in the same manner as to other holidays listed or referred to therein.

(Article II - Holidays - Section 2(b), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

(b) All rules, regulations or practices which provide that when a regularly assigned employee has an assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holiday, are hereby eliminated.

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

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

(d) Except as provided in this Section 5, existing rules and practices there under governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby.

(Article II - Holidays - Section 1(c), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-8 1)

Section 6

(Eliminated by Article II - Holidays - Section 1(d), Agreements of 10-7-71, 2-11-72 and 5-12-72)

Section 7

When any of the eleven recognized holidays enumerated in Section 1 of this Article II, or any day which by agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of any of such holidays, falls during an hourly or daily rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

(Article II - Holidays - Sections 1(e) and (c), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

Section 8

(a) The holiday pay qualification for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

(b) In addition to their established monthly compensation, employees performing service on the day after Thanksgiving Day on a monthly rated position (the rate of which is predicated on an all-service performed basis) shall receive eight hours pay at the equivalent straight time rate, or payment as required by any local rule, whichever is greater. Any local rules or practices governing availability on the assigned rest day of such employee will also apply to the day after Thanksgiving Day.

(c) A monthly rated employee occupying a 5-day assignment on a position with Friday as an assigned rest day also shall receive eight hours' pay at the equivalent straight time rate for the day after Thanksgiving Day, provided compensation paid such

employee by the Carrier is credited to the work days immediately preceding Thanksgiving Day and immediately following the day after Thanksgiving Day.

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

(e) Special Qualifying Provision - Employee Qualifying for Both Christmas Eve and Christmas Day.

NOTE: See Section 8(a) above.

Article II, Section 3 of the Agreement of August 21, 1954, as such Section has been amended, is further amended by addition of the following:

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

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

(Article IV - Holidays - 12-11-81)

APPENDIX "E"

UNION SHOP AGREEMENT

This Agreement made this Fifteenth day of January, 1953, by and between the Chicago, Milwaukee, St. Paul & Pacific Railroad Company, and the employees thereof represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee; Seventeen Cooperating Railway Labor Organizations witnesseth:

IT IS AGREED

Section 1.

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

Section 2.

This agreement shall not apply to employees while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this agreement. However, such excepted employees are free to be members of the organization at their option.

Section 3.

(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or

more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

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

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

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

Section 4.

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

Section 5.

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

In the event the employee concerned does not request a hearing as provided herein, the carrier shall proceed to terminate their seniority and employment under the Rules and Working Conditions Agreement net later than thirty calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

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

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

If the decision is not satisfactory to the employee or to the organization it may be

appealed in writing by Registered Mail, Return Receipt Requested, directly to the highest officer of the carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

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

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

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

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

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

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

Section 6.

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

Section 7.

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

If the final determination under Section 5 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis

for a grievance or time or money claim by or on behalf of any employee against the carriers predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employee's employment and seniority shall not be terminated, their continuance in service shall give rise to no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

Section 8.

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

Section 9.

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

Section 10.

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

(b) The provisions of subsection (a) of this section shall not become effective unless and until the carrier and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms

and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

Section 11.

This Agreement shall become effective on February 16, 1953, and is in full and final settlement of notices served upon the Carrier by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate Agreement between the Chicago, Milwaukee, St. Paul & Pacific Railroad Company, and those employees represented by each of the organizations signatory hereto. This Agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Amendment:

In Section 5 all references to Registered Mail as amended to read "Registered or Certified Mail".

SIGNED AT CHICAGO, ILLINOIS THIS FIFTEENTH DAY OF JANUARY, 1953.

(Signatures not reproduced.)

APPENDIX "F"

SENIORITY RETENTION

AGREEMENT
between
SOO LINE RAILROAD COMPANY
and
THE MILWAUKEE ROAD INC
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

In full and final disposition of that portion of the notices served on or about April 19, 1984 by IBEW pursuant to Section 6 of the Railway Labor Act relating to the maintenance of membership,

IT IS AGREED:

1. Any employee who was promoted to an official, supervisory or excepted position prior to October 1, 1985, may elect to retain and accumulate seniority within the craft or class represented by the organization party to this agreement so long as the employee pays the currently applicable monthly service fee to the organization. In the event an employee elects not to pay the service fee to retain seniority, the duly authorized representative of the organization party to this agreement shall notify the Assistant Vice President Labor Relations with a copy to the employee involved. If within thirty (30) calendar days after receipt of such notification the employee has not paid the service fee to the organization, the employee shall cease to accumulate seniority in the craft and class represented by the organization party to the agreement.

2. Any employee who is promoted to an official, supervisory or excepted position subsequent to October 1, 1985 may elect to retain and accumulate seniority within the craft and class represented by the organization party to this agreement so long as the employee pays the currently applicable monthly service fee to the organization. In the event such employee elects not to pay the service fee to retain seniority, the duly authorized representative of the organization party to this agreement shall notify the Assistant Vice President Labor Relations with a copy to the employee involved. If within thirty (30) calendar days after receipt of such notification the employee has not paid the service fee to the organization, the employee's seniority in the craft or class represented by the organization party to this agreement will be terminated and the employee's name removed from the seniority roster.

3. In the event an employee covered by the provisions of paragraph 1 or 2 above who retains seniority in the craft and class and is subsequently relieved from such position by the Carrier (other than through dismissal for cause), the employee shall be permitted to exercise full displacement rights. In the event such an employee voluntarily relinquishes a promoted position, the employee shall be entitled to displace

the junior employee on the seniority roster or bid on a bulletined vacancy.

This Agreement shall become effective as of October 1, 1985 and shall remain in effect until amended or cancelled, pursuant to the provisions of the Railway Labor Act, as amended.

Signed at Chicago, Illinois this 3rd day of September, 1985

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For the
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

General Chairman

For the
SOO LINE RAILROAD COMPANY and
THE MILWAUKEE ROAD INC.

Assistant Vice President
Labor Relations

APPENDIX "G"

NATIONAL MEDIATION AGREEMENT OF SEPTEMBER 25, 1964
(As Amended by the 12-4-75 National Agreements)

SYNTHESIS

of

AGREEMENT

DATED SEPTEMBER 25, 1964

between

CARRIERS REPRESENTED BY THE

NATIONAL RAILWAY LABOR CONFERENCE

and

EASTERN, WESTERN AND SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES

and

EMPLOYEES OF SUCH CARRIERS

REPRESENTED BY THE ORGANIZATIONS COMPRISING THE

RAILWAY EMPLOYES' DEPARTMENT, AFL-CIO

as

SUPPLEMENTED AND/OR AMENDED

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the Shop Crafts September 25, 1964 National Agreement as supplemented and/or amended in accordance with the provisions of the Memorandum of Agreement dated January 7, 1965, the Memorandum of Agreement dated May 31, 1974 and the Shop Crafts National Agreement dated December 4, 1975 (effective January 12, 1976), along with letter of understanding dated May 10, 1973 and two letters of understanding dated December 4, 1975 in connection therewith. The amendments are indicated with appropriate source identifications.

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

IT IS AGREED:

ARTICLE I EMPLOYEE PROTECTION

Section 1

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

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

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

Section 2

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

a) Transfer of work;

b) Abandonment, discontinuance for 6 months or more, or consolidation of facilities or services or portions thereof;

c) Contracting out of work;

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

e) Voluntary or involuntary discontinuance of contracts;

f) Technological changes; and,

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

Section 3

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

Section 4

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

receipt of said notice, and conference shall commence within thirty (30) days from the date of such notice.

Section 5

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

> "Section 6(a) No employee of any of the carriers involved in a particular coordination who is continued in service shall, for a period not exceeding five years following the effective date of such coordination, be placed, as a result of such coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such coordination so long as he is unable in the normal exercise of his seniority rights under existing agreement, rules and practices to obtain a position producing compensation equal to or exceeding the compensation of the position held by him at the time of the particular coordination, except however, that if he fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position for which he elects to decline.
>
> (b) The protection afforded by the foregoing paragraph shall be made effective whenever appropriate through what is hereby designated as a 'displacement allowance' which shall be determined in each instance in the manner hereinafter described. Any employee entitled to such an allowance is hereinafter referred to as a 'displaced' employee.
>
> (c) Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement (such twelve (12) months being hereinafter referred to as the 'test period') and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and average monthly time paid for, which shall be the minimum amounts used to guarantee the displaced employee, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation he shall be paid the difference, less compensation for any time lost on account of voluntary

absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period."

Section 6

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

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

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

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

(b) For the purposes of this agreement the length of service of the employee shall be determined from the date he last acquired an employment status with the employing Carrier and he shall be given credit for one month's service for each month in which he performed any service

(in any capacity whatsoever) and twelve such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization he will be given credit for performing service while so engaged on leave of absence from the service of a Carrier.

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

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

2. When the position he holds on his home road is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of said coordination, or by other employees, brought about as a proximate consequence of the coordination, and if he is unable by the exercise of his seniority rights to secure another position on his home road or a position in the coordinated operation."

(d) An employee shall not be regarded as deprived of employment in case of his resignation, death, retirement or pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally, dismissal for justifiable cause in accordance with the rules, or furloughed because of reduction in forces due to seasonal requirements of the service; nor shall any employee be regarded as deprived of employment as the result of a particular coordination who is not deprived of his employment within three years from the effective date of said coordination.

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

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

regular employee is available for service and thereafter shall revert to his previous status and will be given a coordination allowance accordingly if any is due.

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

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

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

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

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

2. Resignation.

3. Death.

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

5. Dismissal for justifiable cause.”

Section 7

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

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

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

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

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

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

Section 8

Any employee affected by a change in operations for any of the reasons set forth in Section 2 hereof shall not be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of the Carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Section 9

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

> "Section 10 (a) Any employee who is retained in the service of any Carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the Carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the Carrier responsible and the organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.
>
> (b) If any such employee is furloughed within three years after changing his point of employment as a result of coordination and elects to move his place of residence back to his original point of employment, the Carrier shall assume the expense of moving his household and other personal effects under the conditions imposed in paragraph (a) of this section.
>
> (c) Except to the extent provided in paragraph (b) changes in place of residence subsequent to the initial changes caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section."

Section 10

Any employee who is retained in the service of the Carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the Carrier's

operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 11 of the Washington Job Protection Agreement of May 1936, reading as follows:

"Section 11(a) The following provisions shall apply, to the extent they are applicable in each instance, to any employee who is retained in the service of any of the carriers involved in a particular coordination (or who is later restored to such service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as a result of such coordination and is therefore required to move his place of residence:

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

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

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

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

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

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the Carrier

on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the Carrier, respectively; these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party."

Section 11

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

Section 12

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

(Entire ARTICLE I – EMPLOYEE PROTECTION – from September 25, 1964 Agreement)

ARTICLE II SUBCONTRACTING

The work set forth in the classification of work rules of the crafts parties to the Agreement or, in the scope rule if there is no classification of work rule, and all, other work historically performed and generally recognized as work of the crafts pursuant to

such classification of work rules or scope rules where applicable, will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article II. In determining whether work falls within a scope rule or is historically performed and generally recognized within the meaning of this Article, the practices at the facility involved will govern.

Section 1 Applicable Criteria

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

Existing subcontracting rules and practices on individual properties may be retained in their entirety in lieu of this Article V by the Organizations by giving a notice to the Carriers involved at any time within 30 days after the effective date of this Agreement.

(ARTICLE II - SUBCONTRACTING - Preamble and Section 1 from ARTICLE V - Part A. of December 4, 1975 Agreement)

Section 2 Advance Notice - Submission of Data - Conference

If the carrier decides that in the light of the criteria specified above it is necessary to subcontract work of a type currently performed by the employes, it shall give the general chairman of the craft or crafts involved notice of intent to contract out and the reasons therefor, together with supporting data. Advance notice shall not be required concerning minor transactions. The General Chairman or his designated representative will notify the carrier within ten days from the postmarked date of the notice of any desire to discuss the proposed action. Upon receipt of such notice the carrier shall give such representative of the organization at least ten days advance notice of a conference

to discuss the proposed action. If the parties are unable to reach an agreement at such conference the carrier may, notwithstanding, proceed to subcontract the work, and the organization may process the dispute to a conclusion as hereinafter provided.

Section 3 Request for Information When No Advance Notice Given

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

Section 4 Machinery for Resolving Disputes

Any dispute over the application of this rule shall be handled as hereinafter provided.

(Sections 2, 3 and 4 of ARTICLE II - SUBCONTRACTING from September 25, 1964 Agreement)

ARTICLE III ASSIGNMENT OF WORK - USE OF SUPERVISORS

None but mechanics or apprentices regularly employed as such shall do mechanics' work as per the special rules of each craft except foremen at points where no mechanics are employed. However, craft work performed by foremen or other supervisory employees employed on a shift shall not in the aggregate exceed 20 hours a week for one shift, 40 hours a week for two shifts, or 60 hours a week for all shifts.

If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General Chairmen of the organizations affected. Any disputes over the application of this rule shall be handled as provided hereinafter.

An incumbent supervisor who assumed his present position prior to October 15, 1962, at a point where no mechanic is employed, may be retained in his present position. However, his replacements shall be subject to the preceding paragraphs of this rule.

(Entire ARTICLE III – ASSIGNMENT OF WORK - USE OF SUPERVISORS – from September 25, 1964 Agreement)

ARTICLE IV OUTLYING POINTS

At points where there is not sufficient work to justify employing a mechanic of

each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman of any craft the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement it shall be handled as hereinafter provided and pending the disposition of the dispute the Carrier may proceed with or continue its designation.

Existing rules or practices on individual properties may be retained by the organizations by giving a notice to the carriers involved at any time within 90 days after the date of this agreement.

(Entire ARTICLE IV – OUTLYING POINTS – from September 25, 1964 Agreement)

ARTICLE V COUPLING, INSPECTION AND TESTING

(a) In yards or terminals where carmen in the service of the Carrier operating or servicing the train are employed and are on duty in the departure yard, coach yard or passenger terminal from which trains depart, such inspecting and testing of air brakes and appurtenances on trains as is required by the Carrier in the departure yard, coach yard, or passenger terminal, and the related coupling of air, signal and steam hose incidental to such inspection, shall be performed by the carmen.

(b) This rule shall not apply to coupling of air hose between locomotive and the first car of an outbound train; between the caboose and the last car of an outbound train or between the last car in a "double-over" and the first car standing in the track upon which the outbound train is made up.

(ARTICLE V - COUPLING, INSPECTION AND TESTING - Paragraphs (a) and (b) - from September 25, 1964 Agreement)

(c) If as of July 1, 1974 a railroad had carmen assigned to a shift at a departure yard, coach yard or passenger terminal from which trains depart, who performed the work set forth in this rule, it may not discontinue the performance of such work by carmen on that shift and have employees other than carmen perform such work (and must restore the performance of such work by carmen if discontinued in the interim), unless there is not a sufficient amount of such work to justify employing a carman.

(d) If as of December 1, 1975 a railroad has a regular practice of

using a carman or carmen not assigned to a departure yard, coach yard or passenger terminal from which trains depart to perform all or substantially all of the work set forth in this rule during a shift at such yard or terminal, it may not discontinue use of a carman or carmen to perform substantially all such work during that shift unless there is not sufficient work to justify employing a carman.

(e) If as of December 1, 1975 a railroad has a regular practice of using a carman not assigned to a departure yard, coach yard or passenger terminal from which trains depart to perform work set forth in this rule during a shift at such yard or terminal, and paragraph (d) hereof is inapplicable, it may not discontinue all use of a carman to perform such work during that shift unless there is not sufficient work to justify employing a carman.

(f) Any dispute as to whether or not there is sufficient work to justify employing a carman under the provisions of this Article shall be handled as follows:

At the request of the General Chairman of Carmen the parties will undertake a joint check of the work done. If the dispute is not resolved by agreement, it shall be handled under the provisions of Section 3, Second, of the Railway Labor Act, as amended, and pending disposition of the dispute, the railroad may proceed with or continue its determination.

(g) This Article shall become effective 60 days after the effective date of this Agreement.

(Paragraphs (c), (d), (e), (f) and (g) of ARTICLE V - COUPLING, INSPECTION AND TESTING - from ARTICLE VI - of December ii, 1975 Agreement)

ARTICLE VI RESOLUTION OF DISPUTES

Section 1 Establishment of Shop Craft Special Board of Adjustment

In accordance with the provisions of the Railway Labor Act, as amended, a Shop Craft Special Board of Adjustment, hereinafter referred to as "Board", is hereby established for the purpose of adjusting and deciding disputes which may arise under Article I, Employee Protection, and Article II, Subcontracting, of this agreement. The parties agree that such Board shall have exclusive authority to resolve all disputes arising under the terms of Articles I & II of this Agreement, as amended by the Agreement of December 4, 1975. Awards of the Board shall be subject to judicial review by proceedings in the United States District Court in the same manner and subject to the same provisions that apply to awards of the National Railroad Adjustment Board.

(ARTICLE VI - RESOLUTION OF DISPUTES - Section 1 from ARTICLE VIII - of

December 4, 1975 Agreement)

Section 2 Consist of Board

Whereas, Article VI of the September 25, 1964 Agreement provides for the resolution of disputes arising under Articles I and II of said Agreement and Section 2 of Article VI sets forth the procedure for the composition of the Board established for the purpose of resolving such disputes. Under the terms of said section the Board is to consist of two members appointed by the organizations party to the Agreement, two members appointed by the carriers party to the Agreement and a fifth member, a referee, appointed from a panel of referees; and

Whereas, in November of 1964 following an exchange of letters it was further agreed by the parties to the Agreement to modify the terms of Section 2 of Article VI by providing that instead of two members each party would appoint three members with the understanding that in any function, two of the three members thus appointed would serve; and

Whereas, during each of these transactions for composing the partisan members of the Board and thereafter up until June and July of 1973 the organizations party to the September 1964 Agreement were all members of the Railway Employes' Department, AFL-CIO; and

Whereas, on June l4 and July 1, 1973, the International Association of Machinists and Aerospace Workers and the Sheet Metal Workers International Association respectively disaffiliated from the Railway Employes' Department, AFL-CIO, as a result of which a dispute has arisen between the said disaffiliates and the other four organizations party to the Agreement concerning the appointment of the organization members of the Board and handling of cases under Article VI involving employees of the disaffiliates; and

Whereas, the organizations party to the Agreement have conferred and agreed upon a procedure for resolving said dispute which is acceptable to the carriers party to the Agreement;

NOW, THEREFORE, it is agreed that effective May 31, 1974, appointment and functioning of partisan members of the Board under Section 2 of Article VI shall be as follows:

1. Six members shall be appointed by the organizations party to the Agreement and six members shall be appointed by the carriers party to the Agreement. Two of the six persons designated to represent the organizations party to the Agreement shall be appointed by International Association of Machinists and Aerospace Workers and Sheet Metal Workers' International Association respectively and the remaining four members shall be appointed on behalf of the other four organizations

party to the Agreement by the Railway Employes' Department, AFL-CIO.

2. Each of the twelve partisan members of the Board so appointed shall have the right to sit in all proceedings of the Board. The organizations and the carriers party to the Agreement further agree, however, that in the handling of dispute cases before the Board a smaller panel of the twelve members may function and constitute a quorum for the resolution of such disputes, provided first, that at least one organization and one carrier member shall sit and function in all dispute cases before the Board; second, that regardless of the number of members sitting and functioning in dispute cases, the unit method of voting shall prevail and six votes shall be cast on behalf of the carrier and organization members respectively; third, that in any dispute involving employees represented by the International Association of Machinists and Aerospace Workers, the appointee of that organization shall sit and function as a member of the Board; fourth, that in any dispute involving employees represented by the Sheet Metal Workers International Association, the appointee of that organization shall sit and function as a member of the Board, and fifth, that in any dispute involving employees represented by an organization which is affiliated with the Railway Employes' Department, AFL-CIO, at least one of the appointees of the Department shall sit and function as a member of the Board.

(Section 2 of ARTICLE VI - RESOLUTION OF DISPUTES – from MEMORANDUM OF AGREEMENT dated May 31, 1974)

Section 3 Appointment of Board Members

Appointment of the members of the Board shall be made by the respective parties within thirty days from the date of the signing of this agreement.

Section 4 Location of Board Office

The Board shall have offices in the City of Chicago, Illinois.

Section 5 Referees - Employee Protection and Subcontracting

The parties agree to select a panel of six potential referees for the purpose of disposing of disputes before the Board arising under Articles I and II of this agreement. Such selections shall be made within thirty (30) days from the date of the signing of this agreement. If the parties are unable to agree upon the selection of the panel of potential referees within the 30 days specified, the National Mediation Board shall be requested to name such referees as are necessary to fill the panel within 5 days after the receipt of such request.

Section 6 Term of Office of Referees

The parties shall advise the National Mediation Board of the names of the potential referees selected, and the National Mediation Board shall notify those selected, and their successors, of their selection, informing them of the nature of their duties, the parties to the agreement and such information as it may deem advisable, and shall obtain their consent to serve as a panel member. Each panel member selected shall serve as a member until January 1, 1966, and until each succeeding January 1 thereafter unless written notice is served by the organizations or the carriers parties to the agreement, at least 60 days prior to January 1 in any year that he is no longer acceptable. Such notice shall be served by the moving parties upon the other parties to the agreement, the members of the Board and the National Mediation Board. If the referee in question shall then be acting as a referee in any case pending before the Board, he shall serve as a member of the Board until the completion of such case.

Section 7 Filling Vacancies—Referees

In the event any panel member refuses to accept such appointment, dies, or becomes disabled so as to be unable to serve, is terminated in tenure as hereinabove provided, or a vacancy occurs in panel membership for any other reason, his name shall immediately be stricken from the list of potential referees. The members of the Board shall, within thirty days after a vacancy occurs, meet and select a successor for each member as may be necessary to restore the panel to full membership. If they are unable to agree upon a successor within thirty days after such meeting, he shall be appointed by the National Mediation Board.

Section 8 Jurisdiction of Board

The Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation or application of Article I, Employee Protection, and Article II, Subcontracting.

Section 9 Submission of Dispute

Any dispute arising under Article I, Employee Protection, and Article II, Subcontracting, of this agreement, not settled in direct negotiations may be submitted to the Board by either party, by notice to the other party and to the Board.

(Sections 3, 4, 5, 6, 7, 8 and 9 of ARTICLE VI – RESOLUTION OF DISPUTES – from September 25, 1964 Agreement)

Section 10 Time Limits for Submission

Within 60 days of the postmarked date of such notice, both parties shall send 15 copies of a written submission to their respective members of the Board. Copies of such submissions shall be exchanged at the initial meeting of the Board to consider the

dispute

(Section 10 of ARTICLE VI – RESOLUTION OF DISPUTES – from ARTICLE VIII – of December 4, 1975 Agreement)

Section 11 Content of Submission

Each written submission shall be limited to the material submitted by the parties to the dispute on the property and shall include:

a) The question or questions in issue;

b) Statement of facts;

c) Position of employee or employees and relief requested;

d) Position of company and relief requested.

Section 12 Failure of Agreement - Appointment of Referee

If the members of the Board are unable to resolve the dispute within twenty days from the postmarked date of such submission, either member of the Board may request the National Mediation Board to appoint a member of the panel of potential referees to sit with the Board. The National Mediation Board shall make the appointment within five days after receipt of such request and notify the members of the Board of such appointment promptly after it is made. Copies of both submissions shall promptly be made available to the referee.

Section 13 Procedure at Board Meetings

The referee selected shall preside at meetings of the Board and shall be designated for the purpose of a case as the Chairman of the Board. The Board shall hold a meeting for the purpose of deciding the dispute within 15 days after the appointment of a referee. The Board shall consider the written submission and relevant agreements, and no oral testimony or other written material will be received. A majority vote of all members of the Board shall be required for a decision of the Board. A partisan member of the Board may in the absence of his partisan colleague vote on behalf of both. Decisions shall be made within thirty days from the date of such meeting.

Section 14 Remedy

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

(Sections 11, 12, 13 and 14(a) of ARTICLE VI - RESOLUTION OF DISPUTES - from September 25, 1964 Agreement)

(b) If the Board finds that the Carrier violated the advance notice requirements of Section 2 of Article II, the Board may award an amount not in excess of that produced by-multiplying 10% of the man-hours billed by the contractor by the weighted average of the straight-time hourly rates of pay of the employees of the Carrier who would have done the work.

The amounts awarded in accordance with this paragraph (b) shall be divided equitably among the claimants, or otherwise distributed upon an equitable basis, as determined by the Board.

(Section 14(b) of ARTICLE VI - RESOLUTION OF DISPUTES - from ARTICLE V - Part B. of December L, 1975 Agreement)

Section 15 Final and Binding Character

Decisions of the Board shall be final and binding upon the parties to the dispute. In the event an Award is in favor of an employee or employees, it shall specify a date on or before which there shall be compliance with the Award. In the event an Award is in favor of a carrier the Award shall include an order to the employee or employees stating such determination.

(Section 15 of ARTICLE VI - RESOLUTION OF DISPUTES - from ARTICLE VIII - of December 4, 1975 Agreement)

Section 16 Extension of Time Limits

The time limits specified in this Article may be extended only by mutual agreement of the parties.

Section 17 Records

The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.

Section 18 Payment of Compensation

The parties hereto will assume the compensation, travel expense and other expense of the Board members selected by them. Unless other arrangements are made, the office, stenographic and other expenses of the Board, including compensation and expenses of the neutral members thereof, shall be shared equally by the parties.

Section 19 Disputes Referred to Adjustment Board

Disputes arising under Article III, Assignment of Work - Use of Supervisors, Article IV, Outlying Points, and Article V, Coupling, Inspection and Testing, of this agreement, shall be handled in accordance with Section 3 of the Railway Labor Act, as amended.

(Sections 16, 17, 18 and 19 of ARTICLE VI - RESOLUTION OF DISPUTES - from September 25, 1964 Agreement)

Under the provisions of Article VI, Section 19, disputes arising under Article III - Assignment of Work, Article IV - Outlying Points, and Article V - Coupling, Inspection and Testing, are to be handled in accordance with Section 3 of the Railway Labor Act. It is clear that with respect to such disputes subject to handling under Section 3 of the Act any claim or grievance is subject to the time limits and procedural requirements of the Time Limit on Claims Rule.

A different situation exists with respect to disputes arising under Article I - Employee Protection, and Article II - Subcontracting. Article VI provides a "Shop Craft Special Board of Adjustment" for the purpose of adjusting and deciding disputes arising out of those two Articles (Article VI, Section 1), and specifically provides (Article VI, Section 8) that the Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation or application of those two Articles.

During our negotiations, it was understood by both parties that disputes under Articles I and II need not be progressed in the "usual manner" as required under Section 3 of the Railway Labor Act, but could be handled directly with the highest officer in the interest of expeditious handling. Sections 10 through 13 set up special time limits to govern the handling of, submissions to the Special Board, thus providing special procedures which are intended to supersede the provisions of the standard Time Limit Rule. Therefore, such disputes being processed to a conclusion through the Shop Craft Special Board are not subject to the provisions of the standard Time Limit Rule.

However, if there should be any claims filed for wage loss on behalf of a named claimant arising out of an alleged violation of Article II - Subcontracting (See Section 14 of Article VI), such claims for wage loss should be filed promptly and within sixty days of the filing of the alleged violation of Article II - Subcontracting, with the same carrier officer as to whom such violation of Article II was directed by the General Chairman of the craft or crafts involved, or his representative. If such claim is a continuous one, it cannot begin to run prior to the date the claim is presented. If the alleged violation of Article II - Subcontracting, is then submitted to the Shop Craft Special Board of Adjustment, it will be considered that the special procedural provisions of Article VI have been complied with.

Failure to handle as set forth in the preceding paragraph shall not be considered

as a precedent or waiver of the contentions of the carriers or employes as to other similar claims.

This understanding is a supplement to Article VI of the September 25, 1964 Agreement and will become effective as of this date.

(From MEMORANDUM OP UNDERSTANDING dated January 7, 1965)

ARTICLE VII EFFECT OF THIS AGREEMENT

This agreement is in full and final settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B and C on or about October 15, 1962; and out of proposals served by the individual railroads on organization representatives of the employees involved on or about November 5, 1962, and Articles II, III and IV of proposals served by the individual railroads on organization representatives of the employees involved on or about June 17, 1963. This agreement shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by each of the organizations signatory hereto.

(Entire ARTICLE VII - OF THIS AGREEMENT – from September 25, 1964 Agreement)

ARTICLE VIII EFFECTIVE DATE

The provisions of this agreement shall become effective November 1, 1964, and shall continue in effect until January 1, 1966, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(The remaining sentence of ARTICLE VIII – EFFECTIVE DATE – of the September 25, 1964 Agreement as well as the provisions of ARTICLE IX – GENERAL PROVISIONS – Section 2 – Effect of this Agreement – of the December 4, 1975 Agreement dealing with the existing moratoria, have been omitted.)

ARTICLE IX COURT APPROVAL

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

SIGNED AT WASHINGTON, D.C., THIS 25TH DAY OF SEPTEMBER, 1964.

(Signatures Not Reproduced)

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D.C. 20036/ AREA CODE: 202-659-9320

WILLIAM H. DEMPSEY, Chairman M.E. Parks, Vice Chairman

H.E. GREER, Director of Research J.F. GRIFFIN, Administrative Secretary D.P. LEE, General Council

May 10, 1973

Mr. James E. Yost, Chairman
Five Cooperating Shop Crafts Organizations
Railway Employes' Department, AFL-CIO
220 South State Street, Suite 1212
Chicago, Illinois 60604

Dear Mr. Yost:

This will confirm our understanding with you on behalf of the Five Cooperating Shop Craft organizations with respect to the establishment of a Standing Committee for consideration of the interpretation and application of Article II - Subcontracting - of the Shop Crafts National Agreement of September 25, 1964.

We are in accord that the Standing Committee should have as its basic objective the encouragement of an application of the subcontracting Article in terms of its manifest intent that the railroad work described by that Article will normally be performed by railroad employees, and that performance by others is to be restricted to situations where contracting is genuinely unavoidable under the standards set forth in the subcontracting Article.

The Unions have taken the position that although this is the clear premise upon which the exception criteria in Section I of Article II rest, there have been numerous instances where the underlying intent and purpose of the Article have been thwarted through unnecessary depletion of skilled forces, abolishment of facilities, lack of proper training programs and like actions which either intentionally or through neglect lead to invocation of the subcontracting provision. One of the primary functions of the Standing Committee will be to inquire fully into such actions or any other actions asserted to be contrary to the proper purpose and intent of the Article.

Matters involving the interpretation and application of the subcontracting provision may be referred to the Standing Committee by the affected Shop Craft organizations or carriers. In addition to inquiring into particular cases and using its best

offices to encourage the parties to settle such cases, the Standing Committee may, where appropriate, agree on basic principles that should underlie the interpretation and application of the subcontracting provision and encourage the parties to follow such principles.

The Standing Committee will also upon request of the parties consider problems arising under Article I of the 1964 National Agreement and use its best efforts to resolve these problems as well as those arising under Article II.

The Standing Committee will not supplant the disputes machinery provided in the 1964 Agreement but will have as its central purpose the avoidance and settlement of misunderstandings before they reach the dispute level.

We have every reason to be persuaded that beneficial results to all of us can be achieved through this Standing Committee procedure based on our record to date with such committees working with both operating and non-operating organizations.

In accordance with our discussions we will promptly bring to the attention of the chief labor relations officers of the railroads the deep concern of the Shop Craft organizations with respect to the problem 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 on this important matter.

If the foregoing represents an acceptable procedure for disposition of your subcontracting problems and other matters under the 1964 Agreement, please signify your approval hereunder and we can then proceed to work out the details relating to composition of the Standing Committee, times of meeting, and other procedures.

Yours very truly,

(Signed) William H. Dempsey

APPROVED:

(Signed) James E. Yost
Chairman
Five Cooperating Shop Craft Organizations

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D.C. 20036/ AREA CODE: 202-659-9320

WILLIAM H. DEMPSEY, Chairman H.E. GREER, Vice Chairman ROBERT BROWN, Vice Chairman

W.L. BURNER, Jr., Director of Research J.F. GRIFFIN, Director of Labor Relations

D.P. LEE, General Council T.F. STRUNCK, Administrator of Disputes Committees

December 4, 1975

Mr. James E. Yost,
President
Railway Employes' Department, AFL-CIO
220 South State Street, Suite 1212
Chicago, Illinois 60604

This is to confirm our understanding with respect to the part of Article V of the Agreement of December 4, 1975 by which a new subsection, subsection 14(b), is added to Article VI of the Agreement of September 25, 1964.

Under the Agreement of September 25, 1964, prior to this amendment, the carriers have consistently argued that no damages could be awarded where a carrier did not comply with the advance notice requirements of Section 2 of Article II, as long as the carrier demonstrated that in other respects the subcontracting transaction in question *was* proper. However, the parties are agreed that compliance with the advance notice requirements may have a salutary effect in promoting mutually satisfactory resolution of subcontracting questions. Accordingly, the parties agreed upon the inclusion of new subsection 14(b), which is to be applicable at the discretion of the board and is to be the exclusive remedy provision relating to violations of the notice requirements of Section 2 of Article II. This amendment is not to prejudice in any way the positions the parties may take with respect to other types of alleged violations of Article II. Claims for damages growing out of such violations are to be determined as they would have been had this amendment not been made – that is, under former Section 14, now Section 14(a).

Yours very truly,

(Signed) William H. Dempsey

APPROVED:

(Signed) James E. Yost
President
Railway Employes' Department, AFL-CIO

NATIONAL RAILWAY LABOR CONFERENCE

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D.P. LEE, General Council T.F. STRUNCK, Administrator of Disputes Committees

December 4, 1975

Mr. James E. Yost
President
Railway Employes' Department, AFL-CIO
220 South State Street, Suite 1212
Chicago, Illinois 60604

Dear Mr. Yost:

Through the mechanism of the Standing Committee established under Article III of the May 10, 1973 Agreement the parties will attempt to resolve through informal discussions any questions that may arise concerning the provisions of Article VI (Coupling, Inspection and Testing) of this Agreement.

The parties' willingness to attempt to resolve such questions in an informal manner is not intended to substitute in any way for the formal grievance procedures provided under Section 3 of the Railway Labor Act.

If this accords with your understanding please sign in the space provided below.

Yours very truly,

(Signed) William H. Dempsey

APPROVED:

(Signed) James E. Yost
President
Railway Employes' Department, AFL-CIO

APPENDIX “H”

4O1K PLAN AGREEMENT

Effective January 1, 1992, the Soo Line Railroad will establish a 401K Plan for active members of the International Brotherhood of Electrical Workers subject to the provisions listed below.

A. All full time employees governed by the collective bargaining agreement between the International Brotherhood of Electrical Workers and the soo Line Railroad that are over age twenty-one (21) with six (6) months of service will be allowed to participate in the Plan.

B. Subject to an election by an eligible employee, the Carrier will arrange for payroll deductions to facilitate employee contributions to the Plan.

Employees may elect to contribute between 1 and 10% of their before-tax income to the Plan. The option to change, this election will be afforded the first of each calendar year.

Employee contributions, adjusted for investment gain and losses, will be 100% vested.

Contributions will be limited to the maximum allowable under IRS regulations, which are currently $8,475, and are subject to an annual discrimination test.

C. A trustee will be delegated to invest funds contributed to the Plan in a choice of portfolios, based on the election made by the participating employee.

D. The carrier will establish a review board, consisting of an equal amount of Soo Line management and Union representatives, who will select the investment manager and additionally resolve disputes arising out of the administration of the Plan.

The Carrier will be responsible for the administration of the Plan including the selection of the Plan's trustee and record keeper. As provided under the Employee Income Security Act (ERISA), the Plan will be subject to an annual audit by the Soo Line's external auditors.

E. An employee may withdraw his funds at any time after termination of employment or disability or after reaching age 59 1/2.

Active employees cannot withdraw these funds without a 10% early withdrawal penalty prior to age 59 1/2, unless they satisfy specific hardship withdrawal guidelines established by the IRS, which includes the purchase of a home, college tuition, and extreme medical expenses.

F. Soo will be responsible for the administrative costs related to the initial set up and ongoing administration of the Plan. The participating employee will be responsible for all investment management fees.

G. It is recognized that the 401K Plan, which permits the sheltering of income in such authorized programs, is derived from the application of Section 401(K) of the Internal Revenue Code, as amended, and is thus governed by statutes which may necessitate future amendments to this Plan.

401(K) PLAN ENHANCEMENTS

Effective January 1, 2005, the Soo Line 401(K) Plan for Union Employees implemented in accordance with Article IV of the Memorandum of Agreement dated July 1, 1992, and subsequently amended over the years to continue in compliance with applicable federal regulations, is hereby further amended by the parties to this Agreement as follows:

(a) The current 10% of annual salary maximum on Salary Reduction Contributions under the Plan will be increased to 20%, subject to the annual dollar limit imposed by the IRS ($14,000 for 2005 adjusted by the IRS in future years).

(b) Salary Reduction Catch Up Contributions provisions will be implemented allowing Plan participants age 50 and older to make an additional $4,000 of Salary Reduction Contributions in 2005 and $5,000 in 2006 (adjusted by the IRS in future years) without regard to the 20% limit under the Plan or the applicable IRS annual dollar limit for the year.

APPENDIX "I"

GAINSHARING

Mr. Dale E. Doyle, General Chairman
International Brotherhood of Electrical Workers 1303
Eddy Street
Hastings, MN 55033

Dear Mr. Doyle:

Gainsharing

IBEW and CPR hereby commit to design and implement an incentive performance based compensation program, Gainsharing. The fundamental premise of this program is that productivity in the workplace is enhanced by employees who are informed and knowledgeable about the business and understand the impact they can have on productivity and the achievement of defined, measurable improvements or goals.

This is an opportunity for employees to share in CPR's success by achieving jointly developed business targets and goals. The following guidelines will frame the program:

(1) IBEW representatives and CPR management will jointly develop annual gainsharing goals, with gains measured from agreed upon baselines or the attainment of specific targets which the parties establish at the beginning of each calendar year; the first program will be for calendar year 2006.

(2) Goals and targets are to be aligned with CPR's corporate and departmental business plans and objectives - both annual and 4 year plan - People, Safety, Service, Productivity, and Financial. Agreed upon goals and targets may be systemwide, location specific or a combination thereof.

(3) Measurable savings generated by achieving the established goals or targets will be shared with employees on a 70/30 (CPR/employee) basis with annual payouts capped at 4% of each employees previous years compensation for service rendered.

(4) Employees will be eligible for a payout for that year if they have performed sufficient service to earn a vacation the following year.

(5) IBEW and CPR will jointly communicate to employees the agreed upon goals and targets at the beginning of each plan year. Employees will

receive ongoing feedback as to results and will be informed and educated as to what they need to do to achieve identified goals or targets.

(6) Gainsharing payouts will be made by the end of the first quarter of the following year.

(7) A mechanism will be established whereby employees may suggest ideas for gainsharing goals and/or targets.

(8) Except for calendar year 2006, it is agreed that this performance based compensation arrangement may be terminated by either party upon written notice to the other party no later than September 30th. Such termination will apply to the following calendar year and every year thereafter unless otherwise mutually agreed by the parties.

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

Sincerely,

(signed) Cathryn S. Frankenberg
AVP Labor Relations & Human Resources – US

I concur:

(signed) Dale E. Doyle

Effective Date: 04/01/2005

APPENDIX "J"

**SUPPLEMENTAL SICKNESS BENEFIT AGREEMENT,
AS AMENDED MARCH 29, 1979**

BETWEEN RAILROADS REPRESENTED BY THE

NATIONAL CARRIERS CONFERENCE COMMITTEE

and

**EMPLOYEES OF SUCH RAILROADS REPRESENTED BY THE
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP
BUILDERS, BLACKSMITHS, FORGERS AND HELPERS
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS BROTHERHOOD
RAILWAY CARMEN OF THE UNITED STATES
AND CANADA
INTERNATIONAL BROTHERHOOD OF FIREMEN AND OILERS**

operating through the

RAILWAY EMPLOYES DEPARTMENT, AFL-CIO

**SUPPLEMENTAL SICKNESS BENEFIT AGREEMENT,
AS AMENDED MARCH 29, 1979**

THIS AGREEMENT, made this 29th day of March 1979, 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 International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, the International Brotherhood of Electrical Workers, the Brotherhood of Railway Carmen of the United States and Canada, and the International Brotherhood of Firemen and Oilers, operating through the Railway Employes' Department, AFL-CIO, witnesseth:

IT IS AGREED:

1. Revision of Supplemental Sickness Benefit Plan. Effective, January 1, 1979, the Supplemental Sickness Benefit Plan (hereinafter referred to as this Plan) established by the Supplemental Sickness Benefit Agreement of May 9, 1973 to cover railroad shop craft and signal employees, and revised by the Agreement dated March 25, 1976, is further revised with respect to employees parties to this agreement as set forth in the paragraphs which follow.

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

a) Eligible Employees. Subject to the provisions of Paragraph 3, benefits will be conformity with the Act.

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

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

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

b) for a longer period, with respect to any disability, than twelve months. Continuing or successive periods of disability will be considered as the same disability unless separated by return to work on a full-time basis for a period of 90 calendar days or more, or unless due to entirely unrelated causes and separated by return to work on 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 had commenced work on a regular or permanent basis for the participating railroad on a position other than a position coming under a schedule agreement held by a labor organization signatory hereto, unless the last position on which he rendered service prior to the disability was a position coming under a schedule agreement held by a labor organization signatory hereto;

f) or an 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) or disability due to war or act of war, whether war is declared or not, insurrection or rebellion, or due to participating in a riot or civil commotion;

i) for any period during which 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; provided that on or alter April 29, 1979 such disabilities will be covered to the extent required by applicable law;

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

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

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

4. Benefits.

a) Subject to the provisions of Subparagraph 4(b), the monthly benefit under this Plan for employees disabled as the result of a sickness commencing or an injury occurring on or after January 1, 1979 who are eligible to receive sickness benefits under the Railroad Unemployment Insurance Act will be the amount shown in Lines 3-4 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 Lines 5-6 of Schedule A below, determined on the basis of the rate of pay (including any differentials regularly paid on the position plus any applicable cost-of-living allowance) as of January 1, 1979, as shown in Line 1 or Line 2, of the last position on which the employee rendered service prior to commencement of the disability.

A. Benefit Schedule

Last Position On Which
Service Was Rendered Prior to Disability

Line	Item (1)	Class 1 Mechanics or comparable or higher-rated positions (2)	Class 2 Helpers or comparable positions, rated below Mechanics (3)	Class 3 Lower-Rated positions (4)
	Rate of Pay as of January 1, 1979:			
1.	Hourly	$8.56 or above	$6.98 and less than $8.56	Below $6.98
2.	Monthly	$1490 or above	$1215 and less than $1490	Below $1215
	Benefit: Employees Eligible for R.U.I.A. Sickness Benefits: Effective January 1, 1976			
3.	Per Month	$442	$296	$230
4.	Per Day	14.73	9.87	7.67
	Employees Who Have Exhausted R.U.I.A. Sickness Benefits:			
5.	Per Month	$986	$840	$774
6.	Per Day	32.87	28.00	25.80

Note: Weekly rated positions will be classified with reference to Line 2 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 day basis at 1/30 of the monthly benefit rate, as shown in Lines 4 and 6 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 effective as of a date subsequent to July 1, 1979, 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 Line 3 of Schedule A above should exceed the amounts in Line 4 of Schedule B

below, the amount shown in Lines 3 and 4 of Schedule A shall be reduced to the extent that the sum of the amounts shown in Line 3 plus 21.75 times the average daily benefit for the Class under the Act, as identified below, will not exceed the amount shown in Line 4 of Schedule B. “The average daily benefit for the Class under the Act as so ended" for purposes of this Paragraph 4(b) is the benefit which would be payable to an employee who has a work full time in this base year and whose rate of pay at the December 31, 1978 wage level was;

For employees in Class 1 $8.43
For employees in Class 2 $7.14
For employees in Class 3 $6.56

B. Limit Schedule

Last Position On Which
Service Was Rendered Prior to Disability

Line	Item (1)	Class 1 Mechanics or comparable or higher-rated positions (2)	Class 2 Helpers or comparable positions, rated below Mechanics (3)	Class 3 Lower-Rated positions (4)
	Rate of Pay as of January 1, 1979:			
1.	Hourly	$8.56 or above	$6.98 and less than $8.56	Below $6.98
2.	Monthly	$1490 or above	$1215 and less than $1490	Below $1215
3.	Average Straight Time Monthly Earnings:	$1510	$1286	$1185
4.	Combined Benefit Limit:	$1057	$900	$830

5. Offsets.

a) Benefits provided under Laws. In any case in which an eligible employee, who is not eligible under sickness benefits under the Railroad Unemployment Insurance Act receives annuity payment under Railroad Retirement Act., or insurance benefit under Title II of the Social Security Act, or unemployment,

maternity or sickness benefits under unemployment, maternity or sickness compensation law, or any other social insurance payment 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 Line 4 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 amount of the monthly payments or benefits referred to in such Section 4(a-1)(i) plus the monthly benefit payable under this Plan will not exceed the amount shown in Line 4 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 insuring agent 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, this benefit under this Plan shall he reduced to the extent that the amount 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 mount shown in Line 4 of Schedule B in Paragraph 4(b),.

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

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

7. Provision of Benefits.

a) The National Carrier Conference Committee will arrange with the Provident Life and Accident Insurance Company for either a renewal of Group Policy R-5000 of Provident, mended in conformity with the provisions of this Agreement, or the issuance of a new group insurance contract written in conformity with the provisions of this Agreement, to cover the parties to this Agreement.

b) Such insurance contract may cover, in addition to employees parties to this Agreement, other railroad shop craft employees who are employed by railroads parties to this Agreement or by other railroads, whether or not such employees are represented by the signatory labor organizations, and may cover General Chairmen or other full-time representatives of shop craft or signal employees, provided that there will be no difference between the benefits, premium rates and payment obligations applicable to or with respect to such employees and General Chairmen and the benefits, premium rates and payment obligations applicable to or with respect to employees covered by this Agreement, except that as to such General Chairmen and full-time representatives the payment obligations will be met by the individuals involved who will make their remittances through the labor organizations involved.

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 January 1, 1979 through June 30, 1981; that the insurer will furnish financial data, statistical and actuarial reports, and claim experience information to the labor organizations signatory to this Agreement in the same detail and at the same time that it furnishes such data to the policyholder railroads; and that any dividends or retroactive rate refunds will he 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 during the period of this Agreement to supplement payments by participating railroads with respect to compensated service rendered during such period. Withdrawals may thereafter be made from such fund only to provide supplemental sickness benefits unless otherwise agreed to.

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

f) The amounts to be paid by the participating railroads will be at such rates as, when supplemented by withdrawals from the fund as provided under paragraph 7(d) above, will equal the premium rates charged by the insurer.

g) All employees covered by schedule agreements held by the labor organizations signatory hereto 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 Benefit Schedule 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) Deleted.

j) At the discretion of the policyholder the national insurance contract may be placed on a minimum premium basis. Before placing the contract on a

minimum premium basis, the documents implementing such change shall be submitted to the labor organizations signatory hereto for their review and discussion.

8. Railroad Retirement Board. Omitted. (Provision accomplished.)

9. Evidence of Disability. Benefits under this Plan will he paid to eligible employees subject to presentation of satisfactory evidence of disability and of the continuation thereof. The insuring agent will furnish appropriate forms on which the employee may furnish notice of disability, including information necessary to establish his eligibility for benefits and information pertinent to the amount of benefit due him and any applicable exclusions, limitations and offsets, and forms on which the physicians or surgeon treating him may furnish evidence of the date of concern, nature, extent and probable duration of the disability, and may require completion of such form or statement covering the same matter within 90 days after the commencement of a disability, provided that failure to furnish completed form or statement or agreement 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 reasonable possible; the 90 days will be extended as necessary to comply with applicable State law. The insuring agent may make such investigations as it deems necessary, including examination of the person of the employee when, so often as, and to the extent that such examination is necessary to the investigation of an employees 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. (See detailed Memorandum Agreement dated November 29, 1973.)

11. Non-Governmental Plan for Sickness. Insurance Omitted. (Provision accomplished.)

12. Sick Leave Rules and Other Sickness Benefit Plans. (See Paragraph 12 of May 9, 1973 Agreement.)

13. Blanking Jobs and Realigning Forces. Any restriction 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 which prior to July 1, 1973 there were such restrictions, in case employee is absent because of disability and more than one employee is involved in a realignment of forces to cover such absent employees work, local officials will promptly inform the local representatives of employees as to the realignment in an endeavor to avoid misunderstandings. (From May 9, 1973 Agreement.)

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

15. Effect of this Agreement. This Agreement is in settlement of the dispute growing out of notices served on the carriers listed in Exhibit A on or about May 30, 1978, and shall remain in effect through June 30, 1981 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

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

SIGNED, AT WASHINGTON, D. C. THIS 29th DAY OF MARCH, 1979.

NATIONAL CARRIERS' CONFERENCE COMMITTEE

RAILWAY EMPLOYES' DEPARTMENT, AFL-CIO

INTERNATIONAL BROTHERHOOD OF BOILEIMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORCERS AND HELPERS

BROTHERHOOD RAILWAY CARMEN OF THE UNITED STATES AND CANADA

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

INTERNATIONAL BROTHERHOOD OF FIREMEN AND OILERS

(This document is further amended as follows)

(From Article IV of the 11-27-91 National Agreement)

ARTICLE IV - SUPPLEMENTAL SICKNESS

The March 29, 1979 Supplemental Sickness Benefit Agreement, as amended effective January 1, 1982 (Sickness Agreement), shall be further amended as provided in this Article for periods of disability commencing on or after July 1, 1991.

Section 2 - Plan Benefits During Initial Registration Period

An employee who is eligible to receive Plan benefits during his initial RUIA registration period shall receive from the Plan, for the fifth though the fourteenth days of disability in that period, the Basic Benefit specified in the Plan plus an amount equal to the total RUIA benefit that would have been payable to him for days of sickness in that period but for application of the initial waiting period mandated by existing law.

(From Article V of the 10-01-07 National Agreement)

ARTICLE V - SUPPLEMENTAL SICKNESS

The March 29, 1979 Supplemental Sickness Benefit Agreement, as amended by Article V of the November 5, 2004 Arbitrated IBEW Agreement pursuant to the Award of Arbitration Board No. 582 (Sickness Agreement), shall be further amended as provided in this Article.

Section 1 – Adjustment of Plan Benefits

(a) The benefits provided under the Plan established pursuant to the Sickness Agreement ("SSB Plan") shall be adjusted as provided in paragraph (b) so as to restore the same ratio of benefits to rates of pay as existed on December 31, 2004 under the terms of that Agreement.

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

	Per Hour	Per Month
Class I Employees Earning (as of 12/31/04)	$20.99 or more	$3,652 or more
Class II Employees Earning (as of 12/31/04)	$17.33 or more but less than $20.99	$3,015 or more but less than $3,652
Class III Employees Earning (as of 12/31/04)	Less than $17.33	Less than $3,015

Basic and Maximum Benefit Amount Per Month

Classification	Basic	RUIA	Maximum
Class I	$1,189.00	$1,218.00	$2,407
Class II	$932.00	$1,218.00	$2,150
Class III	$712.00	$1,218.00	$1,930

Combined Benefit Limit

Classification	Maximum Monthly Amount
Class I	$2,582
Class II	$2,304
Class III	$2,068

Section 2 – Further Adjustment of Plan Benefits

Effective December 31, 2009, the benefits provided under the Plan shall be adjusted so as to restore the same ratio of benefits to rates of pay as existed on the effective date of this Article.

Part B - Notice of Disability

Existing agreements and practices regarding the time within which notices of disability must be filed under the SSB Plan, and the consequences of failure to file within that time period, shall be modified as set forth below.

Section 1 – Notification

A SSB Plan participant shall give the vendor administering claims under the Plan notice of disability, solely with respect to disabilities beginning on or after the date of this Agreement, within sixty (60) days after the start of the disability, unless failure to do so is due to a serious physical or mental injury or illness suffered by the participant, in which case the notice of disability must be given to the vendor as soon as amelioration of such serious physical or mental illness or injury reasonably permits. All claims with regard to which a notice of disability is not given in compliance with this time limitation shall be denied whether or not the SSB Plan has been prejudiced by such noncompliance or the claim is otherwise valid and payable.

Section 2 – Appeals

All final (second-level) appeals from claim denials under the SSB Plan that are pending on the date of this Agreement or are thereafter filed, where disposition of the claim required medical judgment that involved the participant's eligibility for SSB Plan benefits, his or her physical condition, the cause of his or her disability, or the date his or her disability started, will be considered and determined by a Disputes Committee consisting of one or more individuals selected by MCMC, LLC, an independent review entity, or such successor as may be mutually selected by the parties. In the event of a disagreement between the parties regarding selection of a successor, such dispute shall be resolved in the same manner as provided for in the existing arrangements governing disposition of deadlocks on matters brought before the Joint Plan Committee of the National H&W Plan

(From Side Letter No. 15 of the 04-01-05 IBEW/SOO Agreement)

Side Letter No. 15

Mr. Dale E. Doyle,
General Chairman International Brotherhood of Electrical Workers
1303 Eddy Street
Hastings, MN 55033

Dear Mr. Doyle:

This will confirm our understanding that in the application of Article V -Supplemental Sickness, Soo Line Electricians should be recognized as "Class I" employees. Consequently, the parties will jointly advise the insurance provider of this concurrence.

Please indicate your concurrence by signing in the space below.

Sincerely,

(signed) Cathryn S. Frankenberg
AVP Labor Relations & Human Resources – US

I concur:

(signed) Dale E. Doyle

Effective Date: 04/01/2005

August 5, 2005

Ms. Susan Parks, Benefits Administrator
National Carrier's Conference Committee
1901 L Street NW, Suite 500
Washington, D.C. 20036

Dear Ms. Parks:

In accordance with Side Letter No. 15 of the April 1, 2005 Memorandum of Agreement between the Soo Line Railroad Company and System Council No. 16 of the International Brotherhood of Electrical Workers, this is to advise that for the purposes of the Supplemental Sickness Plan benefits, Soo Line employees represented by System Council No. 16 of the IBEW should be recognized as Class I employees.

Please be governed accordingly.

For the Soo Line Railroad Company	For System Council No. 16 of the IBEW
(signed) Cathryn S. Frankenberg AVP Labor Relations & Human Resources – US	(signed) Dale E. Doyle General Chairman

APPENDIX "K"

OFF-TRACK VEHICLE INSURANCE

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 the other paragraphs in this Article.

(a) Covered Conditions –

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

(1) deadheading under orders or

(2) being transported at carrier expense.

(b) Payments to be Made –

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in 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):

Loss of Life	$300,000
Loss of Both Hands	$300,000
Loss of Both Feet	$300,000
Loss of Sight of Both Eyes	$300,000
Loss of One Hand and One Foot	$300,000
Loss of One Hand and Sight of One Eye	$300,000
Loss of One Foot and Sight of One Eye	$300,000

Loss of One Hand or One Foot or Sight of One Eye $150,000

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

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

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of $3,000 for any 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 $1000.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

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

(c) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to

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

(d) Exclusions:

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

(1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;

(2) Declared or undeclared war or any act thereof;

(3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or would;

(4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;

(5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;

(6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset:

It is intended that this Article IV is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment there under shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this 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 the 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 January 1, 1972.

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

> "In consideration of the payment of any of the benefits provided in Article IV of the Agreement of October 7, 1971, (employee or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

Savings Clause

This Article IV supersedes as of January 1, 1972, 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 December 1, 1971, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article IV in lieu of this Article IV.

(Article IV of the National Agreement dated October 7, 1971, as amended by the National Agreements dated December 6, 1978 and November 20, 2004)

APPENDIX “L”

SYNTHESIS OF THE DUES DEDUCTION AGREEMENTS

The following represents a synthesis of dues deduction agreements, executed separately, which amended the union shop agreement in accordance with the May 10, 1973 or June 29, 1975 National Agreement. This is intended as a guide and is not to be construed as a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate agreement shall govern.

I. The Carrier will withhold and deduct from wages due to employee-members, amounts equal to periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required by and payable to the Organization as a condition of acquiring or retaining membership in the Organization.

II. No costs will be charged against the Organization or the affected employee in connection with the dues deduction.

III. No such deductions shall be made except from the wages of an employee-member who has executed and furnished to the Carrier a written "wage assignment" substantially in the tenor and form of the sample hereto attached and marked Attachment "A". Such assignment shall be revocable, in writing, after the expiration of one year, or upon termination of this Agreement; whichever is sooner. An employee may revoke said assignment fifteen (15) days after the end of the year, but if the employee does not so revoke the assignment, it shall be considered as re-executed and may not be revoked for an additional period of one year.

IV. The designated representative of the Organization shall furnish to the Company an initial statement, in alphabetical order, showing deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover at least thirty (30) days in advance of the first payroll deduction scheduled for any individual.

V. Subsequent deduction amounts may not be changed more often than once every three (3) months. However, the designated representative of the Organization may furnish to the Company a supplemental monthly statement showing additions or deletions to the initial statement, in the manner and form required hereby.

VI. Said deductions will be made only from wages earned in the first pay period of each month and the Carrier will, by the fifteenth day of the following month, remit to the Financial Secretary of each Local Lodge, as

certified by the General Chairman of the Organization, a check for the total amount of said deductions made during the previous month, together with an alphabetized list, in triplicate, showing the names, social security account number, payroll identification number and the amount of union dues deducted from the pay of each employee.

VII. If earnings of an employee-member on that payroll are insufficient to permit deduction of the full amount specified on the deduction list, giving due effect to any and all deductions having priority as hereinafter provided, no deduction will be made.

VIII. 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.

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

X. No part of this or any other Agreement between the Employer and the Brotherhood shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation or misapplication of, or non-compliance with, any part of this Agreement.

XI. The Brotherhood shall indemnify, defend, and save harmless the Employer from any and all claims, demands, liability, loss, or damage resulting from the Employer entering into this Agreement, or resulting from the Employer complying with, or acting in good faith in an attempt to comply with, the provisions of this Agreement.

XII. This agreement does not modify or in any manner affect schedule rules or agreements except as specifically provided herein and shall become effective January 1 or July 1, 1974, or June 1, 1975 and continue in effect thereafter subject to change in accordance with the provisions of the Railway Labor Act, as amended.

(SIGNATURES OMITTED)

Attachment "A"

WAGE ASSIGNMENT

TO THE CARRIER:

I hereby assign to the _____ that part of my wages necessary to pay my monthly union dues, assessments and initiation fee (but not including fines and penalties) as reported to the Carrier by the certified representative of the Organization or other authorized representative of the Organization, in monthly deduction lists, certified by him as provided in the "Dues Check-Off Agreement", entered into by the Organization and the Carrier. I hereby authorize the Carrier to deduct from my wages all such sums and to pay them to the designated representative of my Organization in accordance with said Dues Check-off Agreement.

I understand that this assignment is revocable, in writing, after the expiration of one year. I also understand that if for fifteen (15) days after the end of one year I do not revoke this assignment, it should be considered as re-executed and may not be revoked for an additional period of one year.

ORGANIZATION LOCAL UNION NO._____
OCCUPATION _____
EMPLOYEE NUMBER _____
OPERATING DIVISION OR DEPARTMENT _____
SOCIAL SECURITY NUMBER _____
DATE _____
SIGNATURE _____
STREET_____
CITY_____

APPENDIX “M”

SYNTHESIS OF
ADDENDUM TO DUES DEDUCTION AGREEMENT

(Boilermakers - Blacksmiths -July 15, 1980)
(Electricians - September 15, 1981)

The following represents a synthesis of the addendum to the dues deduction agreements, executed separately, which amended the union shop agreement. This is intended as a guide and is not to be construed as a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate agreement shall govern.

The parties hereby amend the Dues Deduction Agreement of January 1, 1974, to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following terms and bases:

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

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

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

3. Monthly voluntary political contribution deductions will be made from wages at

the same time that membership dues are deducted from the employee's paycheck. Political contributions will follow dues deductions in priority.

4. Concurrent with making remittance to the Organization of monthly membership dues, the Carrier will make separate remittance of voluntary political contributions to the office of the Organization's Political League designated to receive same, together with a list prepared in accordance with the present practice which satisfies the requirements of the Dues Deduction Agreement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.

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

Attachment “A”

INDIVIDUAL AUTHORIZATION FORM

Voluntary Payroll Deductions –
(Organization) Political League

To: _____
_____

Space for label showing name, address
System Board and local lodge number.

_____ _____
Department Work Location

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

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

Signed at _____ this _____ day
of _____, 20_____.

_____
(Personal Signature)

_____
Social Security Number

Attachment “B”

ORGANIZATION _____

DEDUCTION LISTING COVERING THE MONTH OF _____ , 20 _____ FOR VOLUNTARY POLITICAL CONTRIBUTIONS TO _____ _____POLITICAL LEAGUE.

EMPLOYEE NO.	NAME	OCCUPATION	AMOUNT

TOTAL AMOUNT – _____

I hereby certify the above-listed individuals are members of the (Organization)_____ and that the deductions, as above designated, have been authorized by duly executed "wage assignments" covering voluntary political contributions to the _____ Political League.

TOTAL NUMBER OF DEDUCTIONS LISTED:

_____ _____
Secretary – Treasurer

ORGANIZATION LODGE NO.:

_____ _____
(Street)

_____ _____
(City – State – Zip)

COMPANY: _____ DATE: _____

Attachment “C”

ORGANIZATION_____

ADDITIONS OR DELETIONS

DEDUCTION LISTING COVERING THE MONTH OF_____, 20 _____ PURSUANT TO THE CHECK-OFF AGREEMENT BETWEEN THE BROTHERHOOD AND THE COMPANY, EFFECTIVE WITH THE LAST PAY PERIOD OF_____, 20 _____.

THE FOLLOWING ADDITION OR DELETIONS ARE TO BE MADE FOR THE EMPLOYEES WHOSE NAMES ARE LISTED BELOW:

VOLUNTARY PAYROLL DEDUCTION AUTHORIZATION FORMS FOR THE EMPLOYEES TO BE ADDED TO THE INITIAL LISTING ARE ENCLOSED.

NAME	SOCIAL SECURITY NUMBER	LODGE	AMOUNT

ADDITIONS:

DELETIONS:

COMPANY:

_____ _____
Secretary – Treasurer

ORGANIZATION LODGE NO.:

_____ _____
(Street)

OPERATION DIVISION OR DEPT.:

_____ _____
(City – State – Zip)

DATE: _____

Attachment “D”

WAGE ASSIGNMENT REVOCATION

TO THE COMPANY:

Effective _____, I hereby revoke the wage assignment now in effect assigning to the (Organization)_____, that part of my wages necessary to pay voluntary political contributions to the _____ Political League now being withheld pursuant to the Dues Check-off Agreement between the Organization and the Company and I hereby cancel the wage assignment now in effect authorizing the Company to deduct such monthly contributions from my wages.

SIGNATURE:

_____

_____
(Street)

_____
(city – State – Zip)

_____
(Social Security Number)

COMPANY:

_____

OPERATING DIVISION OR DEPT.:

_____

DATE: _____

APPENDIX "N"

Soo Line Railroad Company
105 South Fifth Street (55402)
PO Box 530 (55440)
Minneapolis Minnesota

Tel (612) 347-8356

In Response Please Refer to File:
0-0011-246

May 14, 1999

Mr. D. E. Doyle, GC
International Brotherhood of Electrical Workers
360 Robert Street
#315 Empire Building
St. Paul, MN 55101

Mr. R. W. Minter, GC
Brotherhood of Railroad Signalmen
6455 Fawn Lane
Lino Lakes, MN 55014

Dear Messrs. Doyle and Minter:

This refers to our discussions concerning the maintenance of Fiber optic network along the Canadian Pacific Railway right of way on the Soo District, which is not related to Canadian Pacific operation. This agreement and any work hereunder are made on a non-precedent basis and shall not be cited by either party with reference to any future work or future dispute which is not related to CP operations (except as necessary in order to enforce this Agreement). The BRS, IBEW and ARASA/S&C Supervisors have been advised that Canadian Pacific Railway has entered into a license agreement with FONOROLA, wherein FONOROLA will arrange to construct a fiber optic network along the CPR right of way. In turn, Canadian Pacific Railway agrees to contract with FONOROLA to provide maintenance of such network, in behalf of FONOROLA. This Maintenance will be shared and assigned to qualified, available, members of the BRS and IBEW. ARASA/Signal Supervisors will supervise performance of this work in the same manner as their regular duties.

In connection with the maintenance agreement to maintain the segment of the network, outlined herein, not related to CP operations, the following agreement has been reached in resolution of any and all issues associated with the identified portion of this network:

- CPR will serve as subcontractor for FONOROLA, utilizing qualified, available employees represented by BRS and IBEW to maintain, in accordance with the maintenance manual, the fiber optics facilities owned by FONOROLA along the CPR right of way between Rondout, Illinois and Noyes, Minnesota, along the Canadian border for the term of the contract.

- The parties agree that the maintenance and repair of the fiber optics network by employees represented by BRS and IBEW is not in violation of either Scope or Classification of work rule of the BRS or IBEW collective bargaining Agreement. Carrier will assign such maintenance in the manner it determines most efficient to the qualified, available employees.

- In the event FONOROLA does not accept the Canadian Pacific Railway's performance of the maintenance and repair duties in accordance with the specified requirements outlined in the maintenance manual, this agreement shall be null and void.

- Upon finalization of the maintenance manual for the maintenance of the fiber optic network, Carrier will furnish a copy to the BRS and IBEW.

- Designated employees represented by BRS, designated employees represented by IBEW/Communication Workers and Signal Supervisors will be trained during regular assigned hours in the performance of the work referenced herein and will be expected to perform the work as assigned.

- Employees will be compensated as outlined within their respective collective bargaining agreement when performing the work referenced herein.

The parties agree to meet and conference with General Chairmen periodically to discuss the implementation, progress and/or issues that may arise in the performance of this work.

If the foregoing meets your approval, please affix your signature and date in the space provided.

Sincerely,

Cathryn S. Frankenberg

Cathryn S. Frankenberg
AVP - Labor Relations & Human Resources - US

I concur:

R. W. Minter
General Chairman, BRS

Dated: June 17, 1999.

I concur:

D. E. Doyle
General Chairman, IBEW

Dated: June 22, 1999

Approved:

BRS-Vice President