

BEFORE THE SURFACE TRANSPORTATION BOARD

Finance Docket No. 35873

**NORFOLK SOUTHERN RY. CO. - ACQUISITION AND OPERATION - CERTAIN
LINES OF THE DELAWARE AND HUDSON RY.**

239230

**SUPPLEMENT TO
PETITION FOR DECLARATORY ORDER
REQUIRING COMPLETION OF
NEW YORK DOCK SECTION 4 AGREEMENTS
BEFORE CONSUMMATION OF TRANSACTION**

ENTERED
Office of Proceedings
September 18, 2015
Part of
Public Record

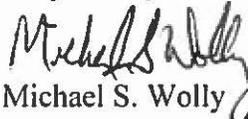
- EXPEDITED CONSIDERATION REQUESTED -

The Petition filed by the American Train Dispatchers Association (“ATDA”) asks that the Board issue a declaratory order that the transaction may not proceed until the requirements of Article I, Section 4 of the *New York Dock* conditions have been satisfied as to both the train dispatching employees of CP-Soo Line Railroad Company (“Soo”) and the train dispatching employees of Norfolk Southern Railway Co. (“NS”), and (b) directing that implementation of the transaction not occur until those conditions have in fact been satisfied. ATDA files this Supplement to notify the Board that yesterday, September 17, 2015, ATDA and NS entered into an implementing agreement that satisfies the requirements of Article I, Section 4 of the *New York Dock* conditions. It is attached as Exhibit A. That agreement specifically refers to the Board’s approval of the line sale and the employee protective conditions imposed by the Board. It also explicitly expresses the parties’ “desire to reach an implementing agreement in satisfaction of Article I, Section 4 of the New York Dock conditions” and states that the Agreement “constitutes the implementing agreement [and] fulfills all of the requirements of Article I, Section 4 of the

applicable protective conditions” with regard to changes NS is making at this time.

ATDA maintains its position that the Board should not permit the transaction to proceed until Soo, the corporate sister of D&H which provides all of the train dispatching for D&H on the line to be acquired, also enters an implementing agreement with ATDA protecting the Soo train dispatchers who will be affected by the changes Soo intends to make as a result of the transaction.

Respectfully submitted,

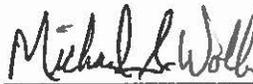


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Attorney for ATDA

CERTIFICATE OF SERVICE

This is to certify that a copy of the attached Supplement to Petition was served upon all known parties of record by first class mail, postage prepaid, or email this 18th day of September 2015.



Michael S. Wolly

EXHIBIT A

MEMORANDUM OF AGREEMENT

between

NORFOLK SOUTHERN RAILWAY COMPANY

and

EMPLOYEES REPRESENTED BY

THE AMERICAN TRAIN DISPATCHERS ASSOCIATION

WHEREAS, The Surface Transportation Board (STB), in Finance Docket 35873, has approved Norfolk Southern Railway Company's (NSR's) acquisition of 282.55 miles of Delaware & Hudson Railway Company (D&H) rail located in Pennsylvania and New York (the D&H South Lines) including any and all other tracks related to or auxiliary to the acquired lines. In related filings, the STB has approved two Notices of Exemption in Finance Docket Nos. 34209 and 34562 (Sub-No. 1) to allow NS to retain and modify (in FD34209) 17.45 miles of existing NS trackage rights of D&H's line between MP 484.85 + in the vicinity of Schenectady, NY and CPF 467 in the vicinity of Mechanicville, NY including the right to use such track(s) within D&H's Mohawk Yard. NS will retain its existing trackage rights between MP 37.10 + of D&H's Canadian Main Line in Saratoga Springs and CPF 487.4 at Schenectady, NY;

WHEREAS, Employee Protection Conditions have been imposed by the STB as set forth in New York Dock Railway - Control - Brooklyn Eastern District Terminal, 360 I.C.C. 60, *aff'd*, New York Dock Railway v. United States, 609 F.2d 83 (2d Cir. 1979), as modified by Wilmington Terminal Railroad - Purchase & Lease - CSXT Transportation, Inc., 6 I.C.C. 2d 799, 814-26 (1990), *aff'd sub nom. Railway Labor Executives' Ass'n v. ICC*, 930 F.2d 511 (6th Cir. 1991); and for the related trackage rights, protective conditions as provided in Norfolk & Western Railway - Trackage Rights - Burlington Northern, Inc., 354 I.C.C. 605 (1978), as modified in Mendocino Coast Railway - Lease & Operate - California Western Railroad, 360 I.C.C. 653 (1980);

WHEREAS, NSR has advised the American Train Dispatchers Association of intra-office changes to be made in accordance with the June 16, 1966 Agreement;

WHEREAS, the parties signatory hereto desire to reach an implementing agreement in satisfaction of Article I, Section 4 of the New York Dock conditions and the June 16, 1966 Agreement;

THEREFORE, it is agreed:

ARTICLE I

Section 1

On or about September 19, 2015, dispatching work on the D&H South lines to be operated by NSR will be performed pursuant to the terms and conditions outlined in this Agreement. In the event the date is changed by more than seven (7) days, NSR will notify the ATDA in writing.

Section 2

The Harrisburg Division seniority district will be extended to include the D&H South Lines, and dispatching work will be covered by the current ATDA NW-North Agreement.

ARTICLE II

The D&H South Dispatching territory will be added in the Harrisburg Dispatch office on the D&H Desk which assignments were bulletined and awarded on August 17, 2015.

ARTICLE III

Within two (2) years of the date of this agreement, the Carrier may institute the following changes in the office upon written notice to the General Chairman.

- (a) The Carrier will rename the D&H Desk, the Buffalo Line Desk, which will:
 - 1. Assume control of Buffalo Line from Harrisburg East and Southern Tier Desks.
 - 2. Relinquish control of the Freight Subdivision (D&H South territory) to the Southern Tier Desk.

- (b) The existing Southern Tier Desk will:
 - 1. Assume control of Freight Subdivision (D&H South territory) from the Buffalo Line Desk.
 - 2. Relinquish control of Buffalo Line to Buffalo Line Desk.

- (c) The existing Mainline Desk will be renamed the Port Road Desk and will:
 - 1. Relinquish control of Harrisburg Line to Harrisburg East Desk.
 - 2. Relinquish control of Morrisville Line to Harrisburg East Desk.

- (d) The existing Harrisburg East Desk will:
 - 1. Assume control of Harrisburg Line from Port Road Desk.
 - 2. Assume control of Morrisville Line from Port Road Desk.
 - 3. Relinquish control of Buffalo Line to Buffalo Line Desk.

ARTICLE IV

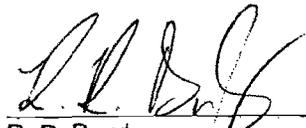
Employees adversely affected as a result of this transaction will be afforded the benefits prescribed by the STB and the June 16, 1966 Agreement. The afore-described employee protective conditions are, by reference, incorporated herein and made a part hereof. Copy of such conditions is attached hereto and identified as Attachment A. Copy of Request for Entitlement Form and Claim Form are appended as Attachments B and C. There shall be no duplication of protective benefits receivable by any employee under this Agreement and any other agreement or protective arrangement.

ARTICLE V

This Agreement constitutes the implementing agreement, fulfills all of the requirements of Article I, Section 4 of the applicable protective conditions, and is made without prejudice to the parties' positions with respect to future transactions.

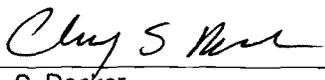
This agreement is signed September 17, 2015.

FOR THE ORGANIZATION:



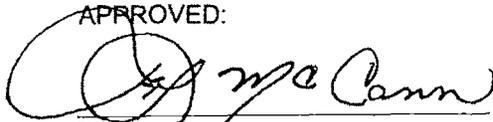
R. R. Broyles
General Chairmah, ATDA

FOR THE NORFOLK SOUTHERN RAILWAY
COMPANY:



C. S. Decker
Director, Labor Relations

APPROVED:



F. L. McCann
President, ATDA

Christopher S. Decker
Director
Labor Relations
(757) 629-2820

September 17, 2015

Side Letter No. 1

Mr. R. R. Broyles, General Chairman
American Train Dispatchers Association
173 Firwood Drive
Bridgeville, Pennsylvania 15017-1253

Dear Mr. Broyles:

This letter is in reference to the Implementing Agreement of September 17, 2015. In order to facilitate the orderly transfer of work, the parties agree to the following:

1. The Carrier shall post a Notice in the Harrisburg Division Dispatch Office advising all territory changes to dispatching positions that will be made as contained in Article III of the Implementing Agreement.
2. After the posting of the Notice, all assignment bulletins posted shall include all new territory to be added moving forward, even if the changes have not yet physically been put into effect. All Harrisburg Division dispatchers exercising their seniority to a position will accept the conditions of the assignment as outlined in the Notice.
3. Dispatchers who were incumbents of the new Buffalo Line Desk positions at the time of the Notice and who still remain on those positions will inform the Carrier if they wish to retain their position or exercise their seniority right to another position due to substantial assumption of territory. All resultant vacancies shall be bulletined and awarded until all positions have been awarded. Employees making seniority moves will not be assigned to new positions until notified by the Carrier, and may be assigned prior to territory being physically added.
4. Secondly, dispatchers who were incumbents of the Southern Tier Desk at the time of the Notice and who still remain on those positions will inform the Carrier if they wish to retain their position or exercise their seniority right to another position due to substantial assumption of territory. The Southern Tier incumbents may not use this exercise of seniority to any of the positions that were awarded by bulletin in Paragraph 3. Dispatchers may exercise their seniority until all resultant seniority moves have concluded. All resultant vacancies shall be bulletined and awarded until all positions have been awarded. Employees making seniority moves to positions will not be assigned to new positions until notified by the Carrier, and may be assigned prior to territory being physically added.
5. Once all the positions have been awarded in accordance with Paragraphs 3 and 4, the Carrier will begin the process to realign the territory and assign employees to new positions. Employees moving to new positions must be assigned to the new position within fifteen (15) working days of the awarding of all positions. If the employee is not

assigned within the fifteen (15) days, the employee will thereafter be entitled to a payment of two (2) hours at the straight time rate for each day worked until assigned.

6. Finally, dispatchers who were incumbents of the Harrisburg East Desk at the time of the Notice and who still remain on those positions will inform the Carrier if they wish to retain their position or exercise their seniority right to another position due to substantial assumption of territory. The Harrisburg East incumbents may not use this exercise of seniority to any of the positions advertised and awarded in Paragraphs 3 and 4. Dispatchers may exercise their seniority until all resultant seniority moves have concluded. All resultant vacancies shall be bulletined and awarded until all positions have been awarded. Employees making seniority moves to positions will not be assigned to new positions until notified by the Carrier, and may be assigned prior to territory being physically added.
7. Once all the positions have been awarded in accordance with Paragraphs 6, the Carrier will begin the process to realign the territory and assign employees to new positions. Employees moving to new positions must be assigned to the new position within fifteen (15) working days of the awarding of all positions. If the employee is not assigned within the fifteen (15) days, the employee will thereafter be entitled to a payment of two (2) hours at the straight time rate for each day worked until assigned.
8. The parties agree that the Carrier may modify the order of this planned reorganization by making the changes to the Harrisburg East and Main Line Desks prior to the Buffalo Line and Southern Tier Desk. The parties agree that the changed order will be handled in a same manner as outlined above.

If the following represents your understanding, please sign below.

Very truly yours,



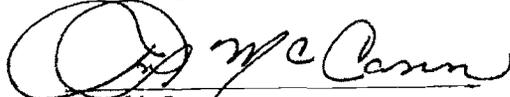
Christopher S. Decker
Director
Labor Relations

I Agree:



R. R. Broyles, General Chairman
American Train Dispatchers Association

APPROVED:



F. L. McCann
President, ATDA

Christopher S. Decker
Director
Labor Relations
(757) 629-2820

September 17, 2015

Side Letter No. 2

Mr. R. R. Broyles, General Chairman
American Train Dispatchers Association
173 Firwood Drive
Bridgeville, Pennsylvania 15017-1253

Dear Mr. Broyles:

This letter is in reference to the Implementing Agreement of September 17, 2015. It is agreed that the Carrier will make the following lump sum payments to each of the four (4) employees who bid and were awarded the four (4) D&H assignments on August 17, 2015:

| | |
|---------------------|--------|
| 1) H. M. Sinkkanen | \$600 |
| 2) A. J. Knorre | \$1200 |
| 3) J. F. Hurley III | \$1200 |
| 4) N. L. Freed | \$1200 |

This payment is made as full and final settlement for any potential claims regarding the handling of the qualifying on the position and is without prejudice to either party's position in the future.

If the following represents your understanding, please sign below.

Very truly yours,



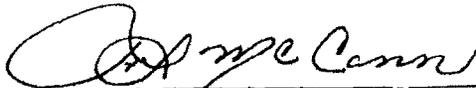
Christopher S. Decker
Director
Labor Relations

I Agree:



R. R. Broyles, General Chairman
American Train Dispatchers Association

APPROVED:



F. L. McCann
President, ATDA

ATTACHMENT A – Copy of NYD Conditions and 1966 Agreement

APPENDIX III

Labor protective conditions to be imposed in railroad transactions pursuant to 49 U.S.C. 11343 et seq. [formerly sections 5(2) and 5(3) of the Interstate Commerce Act], except for trackage rights and lease proposals which are being considered elsewhere, are as follows:

1. Definitions.-(a) "Transaction" means any action taken pursuant to authorizations of this Commission on which these provisions have been imposed.

(b) "Displaced employee" means an employee of the railroad who, as a result of a transaction is placed in a worse position with respect to his compensation and rules governing his working conditions.

(c) "Dismissed employee" means an employee of the railroad who, as a result of a transaction is deprived of employment with the railroad because of abolition of his position or the loss thereof as a result of the exercise of seniority rights by an employee whose position is abolished as a result of a transaction.

(d) "Protective period" means the period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six years therefrom, provided, however, that the protective period for any particular employee shall not continue for a longer period following the date he was displaced or dismissed than the period during which such employee was in the employ of the railroad prior to the date of his displacement or his dismissal. For purposes of this appendix, an employees's length of service shall be determined in accordance with the provisions of section 7(b) of the Washington Job Protections Agreement of May 1936.

2. The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of the railroad's employees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes.

3. Nothing in this Appendix shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements; provided, that if an employee otherwise is eligible for protection under both this Appendix and some other job security or other protective conditions or arrangements, he shall elect between the benefits under this Appendix and similar benefits under such other arrangement and, for so long as he continues to receive such benefits under the provisions which he so elects, he shall not be entitled to the same type of benefit under the provisions which he does not so elect; provided further, that the benefits under this Appendix, or any other arrangement, shall be construed to include the conditions, responsibilities and obligations accompanying such benefits; and, provided further, that after expiration of the period for which such employee is entitled to protection under the arrangement which he so elects, he may then be entitled to protection under the other arrangement for the remainder, if any, of this protective period under that arrangement.

4. Notice and Agreement or Decision - (a) Each railroad contemplating a transaction which is subject to these conditions and may cause the dismissal or displacement of any employees, or rearrangement of forces, shall give at least ninety (90) days written notice of such intended transaction by posting a notice on bulletin boards convenient to the interested employees of the railroad and by sending registered mail notice to the representatives of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes to be affected by such transaction, including an estimate of the number of employees of each class affected by the intended changes. Prior to consummation the parties shall negotiate in the following manner.

Within five (5) days from the date of receipt of notice, at the request of either the railroad or representatives of such interested employees, a place shall be selected to hold negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this appendix and these negotiations shall commence immediately thereafter and continue for at least thirty (30) days. Each transaction which may result in a dismissal or displacement of employees or rearrangement of forces, shall provide for the selection of forces from all employees

involved on a basis accepted as appropriate for application in the particular case and any assignment of employees made necessary by the transaction shall be made on the basis of an agreement or decision under this section 4. If at the end of thirty (30) days there is a failure to agree, either party to the dispute may submit it for adjustment in accordance with the following procedures:

(1) Within five (5) days from the request for arbitration the parties shall select a neutral referee and in the event they are unable to agree within said five (5) days upon the selection of said referee then the National Mediation Board shall immediately appoint a referee.

(2) No later than twenty (20) days after a referee has been designated a hearing on the dispute shall commence.

(3) The decision of the referee shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the commencement of the hearing of the dispute.

(4) The salary and expenses of the referee shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(b) No change in operations, services, facilities, or equipment shall occur until after an agreement is reached or the decision of a referee has been rendered.

5. Displacement allowances - (a) So long after a displaced employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall, during his protective period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

Each displaced employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of his displacement as a result of the transaction (thereby producing average monthly compensation and average monthly time paid for in the test period), and provided further, that such allowance shall also be adjusted to reflect subsequent general wage increases.

If a displaced employees's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(b) If a displaced employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of 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 he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for justifiable cause.

6. Dismissal allowances. - (a) A dismissed employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the

transaction. Such allowance shall also be adjusted to reflect subsequent general wage increases.

(b) The dismissal allowance of any dismissed employee who returns to service with the railroad shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of section 5.

(c) The dismissal allowance of any dismissed employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings in such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the railroad shall agree upon a procedure by which the railroad shall be currently informed of the earnings of such employee in employment other than with the railroad, and the benefits received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible after appropriate notification, if his return does not infringe upon the employment rights of other employees under a working agreement.

7. Separation allowance. - A dismissed employee entitled to protection under this appendix, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this appendix) accept a lump sum payment computed in accordance with section 9 of the Washington Job Protection Agreement of May 1936.

8. Fringe benefits. - No employee of the railroad who is affected by a transaction shall be deprived, during his protection period, of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, reliefs, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of the railroad, in active 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.

9. Moving expenses.- Any employee retained in the service of the railroad or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment as a result of the transaction, and who within his protective period is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects for the traveling expenses of himself and members of his family, including living expenses for himself and his family, and for his own actual wage loss, not exceed 3 working days, the exact extent of the responsibility of the railroad during the time necessary for such transfer and for reasonable time thereafter and the ways and means of transportation to be agreed upon in advance by the railroad and the affected employee or his representatives; provided, however, that changes in place of residence which are not a result of the transaction, shall not be considered to be within the purview of this section; provided further, that the railroad shall, to the same extent provided above, assume the expenses, et cetera, for any employee furloughed with three (3) years after changing his point of employment as a result of a transaction, who elects to move his place of residence back to his original point of employment. No claim for reimbursement shall be paid under the provision of this section unless such claim is presented to railroad within 90 days after the date on which the expenses were incurred.

10. Should the railroad rearrange or adjust its forces in anticipation of a transaction with the purpose or effect of depriving an employee of benefits to which he otherwise would have become entitled under this appendix, this appendix will apply to such employee.

11. Arbitration of disputes. - (a) In the event the railroad and its employees or their authorized representatives cannot settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this appendix, except section 4 and 12 of this article I, within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or

controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman.

If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or the highest officer designated by the railroads, as the case, may be, shall be deemed the selected member and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree to a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding, upon the parties.

(b) In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the railroad will be entitled to appoint additional representatives so as to equal the number of labor organization representatives.

(c) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(d) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(e) In the event of any dispute as to whether or not a particular employee was affected by a transaction, it shall be his obligation to identify the transaction and specify the pertinent facts of that transaction relied upon. It shall then be the railroad's burden to prove that factors other than a transaction affected the employee.

12. Losses from home removal. - (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the railroad (or who

is later restored to service after being entitled to receive a dismissal allowance) who is required to change the point of his employment within his protective period as a result of the transaction and is therefore required to move his place of residence:

(i) 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 the railroad 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 date of the transaction so as to be unaffected thereby. The railroad 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 person.

(ii) If the employee is under contract to purchase his home, the railroad shall protect him against loss to the extent of the fair value of equity he may have in the home and in addition shall relieve him from any further obligation under his contract.

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

(b) Changes in place of residence which are not the result of a transaction shall not be considered to be within the purview of this section.

(c) No claim for loss shall be paid under the provisions of this section unless such claim is presented to the railroad within 1 year after the date the employee is required to move.

(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 a lease, or any other question in connection with these matters, it shall be decided through joint conference between the employee, or their representatives and the railroad. In the event they are unable to agree, the dispute or controversy may be referred by either party to a board of competent real estate appraisers, selected in the following manner. One to be selected by the representatives of the employees and one by the railroad, and these two, if unable to

agree within 30 days upon a valuation, shall endeavor by agreement within 10 days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the National Mediation Board to designate within 10 days a third appraiser whose designation will be binding upon the parties. 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 compensation of the appraiser selected by such party.

ARTICLE II

1. Any employee who is terminated or furloughed as a result of a transaction shall, if he so requests, be granted priority of employment or reemployment to fill a position comparable to that which he held when his employment was terminated or he was furloughed, even though in a different craft or class, on the railroad which he is, or by training or retraining physically and mentally can become, qualified, not, however, in contravention of collective bargaining agreements relating thereto.

2. In the event such training or retraining is requested by such employee, the railroad shall provide for such training or retraining at no cost to the employee.

3. If such a terminated or furloughed employee who had made a request under section 1 or 2 of the article II fails without good cause within 10 calendar days to accept an offer of a position comparable to that which he held when terminated or furloughed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such 10-day period, forfeit all rights and benefits under this appendix.

ARTICLE III

Subject to this appendix, as if employees of railroad, shall be employees, if affected by a transaction, of separately incorporated terminal companies which are owned (in whole or in part) or used by railroad and employees of any other enterprise within the definition of common carrier by railroad in section 1(3)

of part I of the Interstate Commerce Act, as amended, in which railroad has an interest, to which railroad provides facilities, or with which railroad contracts for use of facilities, or the facilities of which railroad otherwise uses; except that the provisions of this appendix shall be suspended with respect to each such employee until and unless he applies for employment with each owning carrier and each using carrier; provided that said carriers shall establish one convenient central location for each terminal or other enterprise for receipt of one such application which will be effective as to all said carriers and railroad shall notify such employees of this requirement and of the location for receipt of the application. Such employees shall not be entitled to any of the benefits of this appendix in the case of failure, without good cause, to accept comparable employment, which does not require a change in place of residence, under the same conditions as apply to other employees under this appendix, with any carrier for which application for employment has been made in accordance with this section.

ARTICLE IV

Employees of the railroad who are not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under these terms and conditions.

In the event any dispute or controversy arises between the railroad and an employee not represented by a labor organization with respect to the interpretation, application or enforcement of any provision hereof which cannot be settled by the parties within 30 days after the dispute arises, either party may refer the dispute to arbitration.

ARTICLE V

1. It is the intent of this appendix to provide employee protections which are not less than the benefits established under 49 USC 11347 before February 5, 1976, and under section 565 of title 45. In so doing, changes in wording and organization from arrangements earlier developed under those sections have been necessary to make such benefits applicable to transactions as defined in article I of this appendix. In making such changes, it

is not the intent of this appendix to diminish such benefits. Thus, the terms of this appendix are to be resolved in favor of this intent to provide employee protections and benefits no less than those established under 49 USC 11347 before February 5, 1976 and under section 565 of title 45.

2. In the event any provision of this appendix is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this appendix shall not be affected.

ATDA
JUNE 16, 1966

AGREEMENT

DATED JUNE 16, 1966

BETWEEN CARRIERS REPRESENTED

by the

NATIONAL RAILWAY LABOR CONFERENCE

and the

EASTERN, WESTERN AND SOUTHEASTERN
CARRIERS' CONFERENCE COMMITTEES

and

EMPLOYEES OF SUCH CARRIERS

REPRESENTED BY THE

AMERICAN TRAIN DISPATCHERS ASSOCIATION

M E D I A T I O N A G R E E M E N T

This agreement made this 16th day of June, 1966, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and made a part hereof, and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees and the employees shown thereon and represented by the AMERICAN TRAIN DISPATCHERS' ASSOCIATION, witnesseth:

IT IS AGREED:ARTICLE I - EMPLOYEE PROTECTIONSection 1 -

(a) The purpose of this agreement is to afford protective benefits for train dispatchers who are displaced or deprived of employment as a result of one or more of the changes in the operations of the carrier listed in Section 2 hereof. Subject to the provisions of this agreement the organization recognizes the right of the carrier to introduce technological, organizational and operational changes of the character listed in Section 2 hereof, and any schedule agreement rules which would prevent the carrier from making such change or changes are hereby superseded.

(b) As used in this agreement the term "train dispatcher's position" means any position occupied by an employee represented by the organization signatory hereto for the purposes of the Railway Labor Act (and shown by Exhibits A, B and C) irrespective of the title of such position, which position was established as a regular position and is subject to the bulletining and bidding procedures in agreements governing train dispatchers. The term "train dispatcher" as used in this agreement means an employee represented by the organization signatory hereto for purposes of the Railway Labor Act, irrespective of the title of the position worked,

who is regularly assigned to a train dispatcher's position at the time of the change in operations.

NOTE: The term "train dispatcher" as defined in this agreement includes extra dispatchers who during the twelve calendar months immediately preceding the change in operations performed a minimum of 120 days of compensated service on a train dispatcher's position as defined in the first sentence of Section 1(b).

(c) Any job protection agreement with employees represented by the signatory organization hereto which is now in effect on a particular railroad which is deemed by the authorized employee representative to be more favorable than this Agreement may be preserved by the employee representative so notifying the carrier in writing within sixty (60) days from the effective date of this Agreement, and in that event this Agreement shall not apply on that carrier. Any local protection Agreement now in effect which is not of general system-wide application but which by its terms would apply in the future may be preserved by the employee representative so notifying the carrier within the time specified above, and in that event the provisions of this Agreement shall have no application to the subject matter of the local agreement for the period during which the local agreement is in effect. Nothing in this Agreement shall be interpreted so as to provide for duplicate benefits to any employee and it is the intent of the parties that no employee shall be entitled to both the benefits of protection under the terms of this Agreement and benefits under the terms of any other agreement or agreements, such as the Agreement of February 7, 1965 covering telegrapher employees, and any employee subject to duplicating or corresponding benefits shall be required upon

notification by the carrier, to make an election in writing within thirty (30) days after such notification as to the Agreement under which he chooses to receive benefits. In the event the employee fails to make such an election, the benefits of this Agreement shall not apply to him.

(d) None of the provisions of this Agreement shall apply to any transactions subject to approval by the Interstate Commerce Commission or to any transactions covered by the Washington Job Protection Agreement of May 21, 1936.

Section 2 -

The protective benefits as specifically outlined below in Sections 5 to 11, inclusive, of this Article I, shall be applicable with respect to train dispatchers 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 a carrier party to this Agreement subject to the provisions hereafter set forth in Section 3 of this Article I:

- (a) Train dispatching offices are consolidated;
- (b) Train dispatching offices are moved from one point to another;
- (c) Train dispatching districts or territories are combined or separated, in whole or in part;
- (d) Train dispatcher territory is transferred from one train dispatching office to another, either permanently or temporarily;

(e) Technological changes, such as centralized traffic control, which have a direct effect on the dispatching of trains.

Section 3 -

A train dispatcher 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 any craft or class in accordance with existing rules or agreements, or reductions in forces due to seasonal requirements, or a decline in a carrier's business, or for any other reason not covered by Section 2 hereof. In any dispute over whether a train dispatcher is deprived of employment or placed in a worse position with respect to his compensation, rules governing working conditions or fringe benefits due to causes as listed in Section 2 or whether it is due to causes listed in Section 3 hereof, the burden of proof shall be on the carrier. Wherever in this Article I it is required that a train dispatcher exercise his seniority rights, it is understood that his seniority rights will include any rights which he may have or may acquire pursuant to this Agreement, or an arbitration board award pursuant to Article II of this Agreement, and will include his seniority rights to positions available to him under Agreements between the employing carrier and labor organizations other than the organization signatory hereto.

Section 4 -

The carrier shall give at least sixty (60) days (ninety (90) days

in cases that will require a change in a train dispatcher's residence) written notice of the abolishment of positions 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 train dispatchers and by sending certified mail notice to the General Chairman of such train dispatchers. Such notice shall contain a full and adequate statement of the proposed changes in operations, including an estimate of the number of train dispatchers affected by the intended changes, and a full disclosure of all facts and circumstances bearing upon the proposed discontinuance of positions. The date and place of a conference between representatives of the carrier and the General Chairman or his representative, should the General Chairman desire conference, to discuss the manner in which and the extent to which train dispatchers 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. In such conference the parties shall undertake to reach agreement regarding the selection, assignment and necessary allocation of seniority rights of train dispatchers, and if Agreement has not been reached within thirty (30) days from the beginning of the conference, either party shall have the right to submit the issues to final and binding determination by an arbitration board established in accordance with Article II of this Agreement. The Carrier at its election at any time after compliance with the requirement of notice and conference of this Section may place the contemplated changes in effect, and either party may submit to arbitration the matter of the selection, assignment and necessary allocation of seniority rights of train dispatchers as herein provided. In any case where an implementing agreement is made and the carrier does not effectuate the change

within ninety (90) days from the date of the said implementing agreement a new notice must be served and the procedure provided for herein be followed before the change may be effected.

Section 5 -

Any train dispatcher 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 of this Article I, in a worse position with respect to compensation and rules governing working conditions, shall be provided a displacement allowance in accordance with the following:

(a) So long after his displacement as he is unable, in the exercise of his seniority rights, under existing agreements, rules and practices in any craft or class to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, during the protective period defined below, a displaced employee shall be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the test period provided for in paragraph (b) of this Section. The protective period is defined as a period not exceeding five years from the date of the change in operations specified in Section

2.

(b) The displacement allowance shall be determined by dividing ~~separately by twelve the total compensation received by the employee and the~~ total time for which he was paid by the carrier for service as a train dispatcher and in any craft or class in which he retained seniority while working as a train dispatcher, during the last twelve calendar months in which he performed service in such capacity preceding the date of his displacement as a result of the change in operations, thereby producing average monthly compensation and average monthly time paid for in the test period.

(c) Notwithstanding the provisions of paragraph (a) above, if his compensation in his retained position in any month is less than the aforesaid average compensation, the displaced employee shall be paid the difference, less compensation at the rate of the position from which he was displaced for time lost account of his not being available for service in his current or retained position, but if in his retained position he works in any month in excess of the average monthly time paid for in the test period, he shall be compensated for the excess time at the rate of pay of the retained position.

(d) If any employee who is continued in service at any time fails to exercise his seniority to acquire another available position, whether or not it requires a change in residence, to which he is entitled under the applicable working agreement and which carries a rate of pay and compensation exceeding those which he elects to retain, he shall be treated for the purpose of this Section as occupying the position which he elects to decline, i.e., his monthly displacement allowance shall be calculated on the basis of the compensation that would have been produced on the position which he elects to decline.

Section 6 -

Any train dispatcher who is deprived of employment as a result of a change in operations for any of the reasons set forth in Section 2 of this Article I shall be provided a monthly dismissal allowance in accordance with the following:

(a) He shall be provided a monthly allowance, based on length of service as defined in paragraph (b) below, equivalent in each instance to sixty per cent (60%) of his average monthly compensation determined in accordance with the formula provided in Section 5 (b) of this Agreement. This dismissal allowance will be made to each eligible employee while unemployed during a period beginning at the date he is first deprived of employment as a result of the change in operations and extending in each instance for a length of time determined and limited by the following schedule:

| <u>Length of Service</u> (as defined in (b) below) | <u>Period of Payment</u> |
|--|--------------------------|
| 1 yr. and less than 2 yrs. | 6 months |
| 2 yrs. " " " 3 yrs. | 12 " |
| 3 yrs. " " " 5 yrs. | 18 " |
| 5 yrs. " " " 10 yrs. | 36 " |
| 10 yrs. " " " 15 yrs. | 48 " |
| 15 yrs. and over | 60 " |

In the case of an employee with less than one year of service, the total dismissal 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 change in operations.

(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 relationship with the carrier and he shall be given credit for one month's service for each month in which he performed any service (as a dispatcher or in another craft in which he retained seniority while working as a dispatcher) and twelve such months shall be credited as one year's service. The employment relationship of an employee shall not be interrupted by furlough in instances where the employee has the 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 the organization party hereto he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(c) For the purposes of applying this Section, a train dispatcher shall be regarded as deprived of his employment and entitled to a monthly dismissal allowance in the following cases:

1. When his position as a train dispatcher is abolished as a result of a change introduced by the carrier under the provisions of Section 2 of this Article and he is unable to obtain a position available to him in the exercise of his seniority rights in any craft or class in accordance with existing rules or agreements.

2. When a position he holds is not abolished but he loses that position as the result of the exercise of seniority rights by a train dispatcher as a proximate consequence of the abolishment of a train dispatcher's position brought about by a change under the provisions of Section 2 of this Article and he is unable to secure another position by the exercise of his seniority rights in any craft or class, in accordance with existing rules or agreements.

(d) Each employee receiving a dismissal 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.

(e) A dismissal 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 dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal 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 dismissal allowance accordingly if any is due.

(f) An employee receiving a dismissal allowance shall be subject to call to return to service in any craft or class in which he holds seniority after being notified in accordance with the applicable working agreement, and such employee may be required to return to the service of the carrier for other reasonable comparable employment for which he is physically and mentally qualified if such does not infringe upon the employment rights of other employees under the applicable working agreement.

(g) If an employee who is receiving a dismissal allowance returns to service the dismissal allowance shall cease while he is so reemployed and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of such reemployment however he shall be entitled to protection in accordance with the provisions of Section 5.

(h) The dismissal allowance of any dismissed employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings in railroad employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the carrier, shall agree upon a procedure by which the carrier shall be currently informed of the wages earned by such employee in railroad employment other than with the carrier, and of the benefits received.

(i) A dismissal allowance shall cease prior to the expiration of the prescribed protected period in the event of:

1. Failure without good cause of the employee to return to service in accordance with the working agreement or agreements in a craft or class in which the employee holds seniority after being notified of a position for which he is eligible and as provided in paragraphs (f) and (g).

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 -

(a) Any train dispatcher eligible to receive a monthly dismissal allowance under Section 6 hereof (except an employee temporarily filling a position as provided in Section 6, paragraph (e)) may, at his option at the time he becomes deprived of employment, resign and (in lieu of all benefits and protections provided in this agreement) accept in a lump sum a separation

allowance determined in accordance with the following schedule:

| <u>Length of Service</u> (as defined in paragraph (b) of Section 6 of this Article) | <u>Separation Allowance</u> |
|---|-----------------------------|
| 1 yr. and less than 2 yrs. | 3 months' pay |
| 2 yrs. " " " 3 yrs. | 6 months' pay |
| 3 yrs. " " " 5 yrs. | 9 months' pay |
| 5 yrs. " " " 10 yrs. | 12 months' pay |
| 10 yrs. " " " 15 yrs. | 12 months' pay |
| 15 yrs. 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.

(b) For purposes of this Section, one month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee at the time he becomes deprived of employment.

Section 8 -

When a change of the character listed in Section 2 hereof is introduced by the carrier, the carrier may at its option offer to any eligible train dispatcher (as defined in paragraph (c) hereof) affected thereby a separation allowance as provided hereafter and an eligible train dispatcher to whom such an offer is made shall then have the option of resigning from the carrier's service and accepting such allowance in lieu of all other protections and benefits provided by this agreement.

(a) The amount of an allowance to be paid shall be based upon the age of the eligible train dispatcher as of his nearest birthday on the date such allowance is offered. The amount of such allowance shall be:

| <u>Age at nearest birthday</u> | <u>Allowance</u> |
|--------------------------------|------------------|
| 64 | 12 months' pay |
| 65 | 10 months' pay |
| 66 | 8 months' pay |
| 67 | 6 months' pay |
| 68 and over | 4 months' pay |

NOTE: For purposes of this Section, one month's pay shall be the established monthly rate applicable to the position occupied by the train dispatcher at the time he becomes deprived of employment.

(b) For the purposes of this Section, the ages and birth dates of train dispatchers shall be those shown in the records of the carrier.

(c) The term "eligible train dispatcher" as used in this Section means a train dispatcher who meets both of the following conditions on the date the allowance is offered:

1. The records of the carrier show his age to be 64 years or more as of his nearest birthday, and

2. He is then regularly assigned to a train dispatcher position and is qualified to continue in service as a train dispatcher.

(d) Acceptance shall be in writing, shall be irrevocable and shall be received by the supervisor offering the allowance within fifteen (15) days of receipt of such offer.

(e) An eligible train dispatcher who elects to accept and is awarded an allowance shall thereupon terminate his employment relationship with the carrier, and the effective date of such termination shall be that date so specified by the carrier, and such date shall be within sixty (60) days from the date the eligible train dispatcher elected to accept the allowance, unless otherwise agreed to by the parties hereto. A minimum of fifteen (15) calendar days advance notice of the date of termination of employment shall be given the train dispatcher entitled to the allowance.

(f) An allowance as provided in this Section, if offered by the carrier, shall be offered first to the oldest (in terms of attained age) eligible train dispatcher. The number of such allowances will be limited to the net number of train dispatcher positions abolished as the result of the change introduced by the carrier.

(g) The allowance provided in this Section shall be paid within sixty (60) calendar days of the date of the termination of the employment relationship of the eligible train dispatcher, except that at the option of such train dispatcher the allowance will be paid in two (2) or three (3) annual installments.

Section 9 -

Any train dispatcher affected by a change in operations for any of the reasons set forth in Section 2 hereof shall not (except as provided in Sections 7 and 8) 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 10 -

Any train dispatcher 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 provided benefits in accordance with the following:

(a) He 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 the change in operations 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 the change in operations 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 the change in operations and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this Section.

- (d) 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 change in operations 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.

4. Changes in place of residence subsequent to the initial change caused by the change in operations and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this paragraph (d).
5. No claim for loss shall be paid under the provisions of this paragraph which is not presented within three years after the effective date of the change in operations.
6. 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 train dispatchers' 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 and necessary allocation of seniority rights shall be provided for by agreement of the General Chairman and the carrier establishing provisions appropriate for application in the particular case. In the event of failure to reach such agreement, the dispute may be submitted by either party for settlement as hereafter provided.

ARTICLE II - RESOLUTION OF DISPUTES

Section 1 -

In the event any dispute or controversy arises between any carrier or carriers party hereto and the labor organization signatory hereto with respect to the interpretation or application of any provision of this Agreement (except as provided in Section 10(d)(6)), including disputes as to whether a change in the carrier's operations is caused by any one of the reasons set forth in Section 2 of Article I, or is due to causes set forth in Section 3 of Article I, disputes or disagreements concerning the making of implementing agreements as provided in Sections 4 and 11 of Article I, disputes with respect to the interpretation or application of any implementing agreement entered into between the parties, and disputes as to whether or not an employee is entitled to the protective benefits under this Agreement, which cannot be settled by said parties

within thirty (30) days after the dispute arises, such dispute may be referred by either party to an arbitration board for consideration and determination as hereafter provided.

In cases where the dispute submitted to the arbitration board involves the making of an implementing agreement, the jurisdiction of the arbitration board with respect to the implementing agreement dispute shall be limited to deciding only the specific issues involved in the matter of the selection, assignment, and necessary allocation of seniority rights of train dispatchers, and the arbitration board shall have no jurisdiction to consider whether the changes proposed by the carrier are to be carried out, nor to enlarge or reduce the protective benefits provided by Article I hereof.

Section 2 -

The arbitration board shall consist of a representative of the organization and a representative of the individual carrier party to the dispute or disagreement and a neutral member selected by the party members. Within ten (10) days of request for arbitration each party shall appoint its member of the arbitration board. If either party fails to appoint its member within ten (10) days from date of receipt of notice required by Section 1 the carrier officer provided for in Section 3. First (i) of the Railway Labor Act, as amended, (in case of the carrier's failure to act) or the General Chairman of the organization (in case of the organization's failure to act) shall be deemed to be the party members of the arbitration board. If within ten (10) days after both party members have been designated they fail to agree upon a neutral member of the arbitration board, either party to the dispute may certify that fact to the National Mediation Board with a request that that Board promptly and within ten (10) days from date of receipt of such certification name the said neutral. Copy of such certification shall be furnished to the other party by certified mail.

Section 3 -

The arbitration board shall begin hearings within ten (10) days after appointment of the neutral. Findings shall be rendered in writing by the arbitration board within thirty (30) days from the beginning of hearings on the particular dispute, and the findings of the majority of the arbitration board shall be final and binding upon all parties to the dispute. In the case of failure or refusal of either party member to act the other two members of the arbitration board shall have authority to so meet and render the written findings.

Section 4 -

The parties to a dispute or disagreement submitted to arbitration will assume the compensation, travel expense, and other expense of their respective party members of the arbitration board. Unless other arrangements are made, the office, stenographic, and other expenses of the arbitration board, including compensation and expenses of the neutral, shall be shared equally by the parties to the dispute.

Section 5 -

Any of the time limits provided for in this Article II may be extended by mutual agreement of the parties.

ARTICLE III - EFFECT OF THIS AGREEMENT

This agreement is in settlement of the disputes growing out of the notices served on the carriers listed in Exhibits A, B and C on or about July 1, 1963 relating to "Employment Security" and out of proposals served by the individual railroads on organization representatives of the employees involved on or about July 15, 1963 relating to "Technological, Organizational and Other Changes" and "Employee Protection." This agreement shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by the organization signatory hereto. The provisions of this agreement shall become effective on the first day of the calendar month next following the date of this agreement and shall remain in effect until July 1, 1968, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

No party to this agreement shall serve, prior to January 1, 1968, (not to become effective before July 1, 1968) any notice or proposal on a national, regional or local basis for the purpose of changing the provisions of this agreement, or which relates to the subject matter contained in the proposals of the parties referred to in this Article, and those portions of pending notices relating to such subject matters, whether local, regional or national in character, are withdrawn. However, no provisions of this agreement shall debar management and committees on individual railroads from agreeing upon any subject of mutual interest.

ARTICLE IV - COURT APPROVAL

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

SIGNED AT CHICAGO, ILLINOIS, THIS 16TH DAY OF JUNE, 1966.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

J. J. Oram
Chairman

G. B. Fee

J. N. Hight

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT B:

F. J. [unclear]
Chairman

M. E. [unclear]

Earl Oliver

W. L. [unclear]

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT C:

W. S. [unclear]
Chairman

F. K. [unclear]

W. S. [unclear]

FOR THE EMPLOYEES REPRESENTED BY THE AMERICAN TRAIN DISPATCHERS ASSOCIATION:

R. C. [unclear]
President

A. [unclear]
Secretary-Treasurer

R. H. [unclear]
Vice President

B. C. [unclear]
Vice President

C. K. [unclear]
Vice President

V. S. [unclear]
Vice President

WITNESS:

James A. [unclear]
Member,
National Mediation Board

APPROVED:

[unclear]
Chairman, National Railway Labor Conference

EASTERN RAILROADS

LIST OF EASTERN RAILROADS REPRESENTED BY THE EASTERN CARRIERS' CONFERENCE COMMITTEE, IN CONNECTION WITH NOTICE, DATED ON OR ABOUT JULY 1, 1963, SERVED UPON VARIOUS INDIVIDUAL EASTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE AMERICAN TRAIN DISPATCHERS ASSOCIATION, OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS IN ACCORDANCE WITH PROPOSALS SET FORTH IN ATTACHMENT "A" THERETO, AND NOTICES WHICH WERE SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

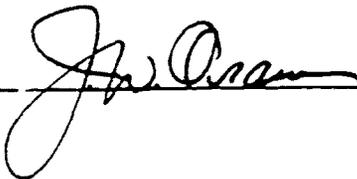
Subject to indicated footnotes, this authorization is co-extensive with provisions of current schedule agreements applicable to employees represented by the American Train Dispatchers Association.

- Akron, Canton & Youngstown RR. Co., The
- Ann Arbor RR., The
- Baltimore & Ohio RR., Co., The
- Baltimore & Ohio Chicago Terminal RR., The
- Staten Island Rapid Transit Ry. Co., The
- Bangor and Aroostook RR. Co.
- Boston and Maine Railroad
- Central Railroad Co. of New Jersey, The
- New York & Long Branch RR.
- Central Vermont Ry., Inc.
- Delaware and Hudson RR. Corp., The
- Detroit & Toledo Shore Line RR. Co.
- Detroit, Toledo and Ironton RR.
- Erie Lackawanna RR. Co.
- Grand Trunk Western RR.
- Lehigh and Hudson River Ry. Co., The
- Lehigh Valley RR.
- Monon RR.
- Monongahela Ry. Co., The
- New York Central System
- New York Central Railroad, The
- New York District
- Grand Central Terminal
- Eastern District, including
- Boston and Albany Division
- Western District
- 1: Southern District
- Indiana Harbor Belt RR. Co.
- Pittsburgh and Lake Erie RR. Co.
- Lake Erie and Eastern RR. Co.
- * New York, New Haven and Hartford RR. Co.
- New York, Susquehanna and Western RR.
- Norfolk and Western Railway Co. (Lines of former
- New York, Chicago and St. Louis Railroad Co.)
- Norfolk and Western Railway Co. (Lines of former
- Pittsburgh & West Virginia Railway Co.)
- 2: Pennsylvania RR. Co., The
- 3: Pennsylvania-Reading Seashore Lines
- 4: Reading Co.
- Western Maryland Ry. Co.

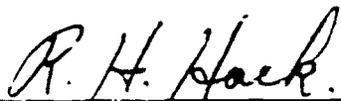
NOTES: -

- 1: Only covers one position of Chief Dispatcher of the Peoria & Eastern Railway which is a part of the NYC RR-Southern District.
- 2: Authorization also includes Movement Directors, Power Directors, Assistant Power Directors and Load Dispatchers.
- 3: Authorization also includes Movement Directors.
- 4: Authorization excludes one chief dispatcher on each division.
- * Subject to approval of the courts.

FOR THE CARRIERS:



FOR THE AMERICAN TRAIN
DISPATCHERS ASSOCIATION:



Chicago, Illinois
June 16, 1966.

WESTERN RAILROADS

LIST OF WESTERN RAILROADS REPRESENTED BY THE WESTERN CARRIERS' CONFERENCE COMMITTEE AND JAMES E. WOLFE, CHAIRMAN, NATIONAL RAILWAY LABOR CONFERENCE, IN CONNECTION WITH NOTICE, DATED ON OR ABOUT JULY 1, 1963, SERVED UPON VARIOUS INDIVIDUAL WESTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE AMERICAN TRAIN DISPATCHERS ASSOCIATION, OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS IN ACCORDANCE WITH PROPOSALS SET FORTH IN ATTACHMENT "A" THERETO, AND NOTICES WHICH WERE SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

Subject to indicated footnotes, this authorization is co-extensive with provisions of current schedule agreements applicable to employees represented by the American Train Dispatchers Association.

Atchison, Topeka and Santa Fe Ry., The
 Belt Railway Company of Chicago, The
 Butte, Anaconda & Pacific Railway Co.
 Camas Prairie RR.
 Chicago & Eastern Illinois RR.
 Chicago & Illinois Midland Ry. Co.
 Chicago and North Western Ry. Co. (Including former
 CST&M&O, former M&StL and former L&M)
 Chicago & Western Indiana RR.
 Chicago, Burlington & Quincy RR. Co.
 Chicago Great Western Ry. Co.
 1:Chicago, Milwaukee, St. Paul and Pacific RR.
 Chicago, Rock Island and Pacific RR.
 Denver and Rio Grande Western RR. Co., The
 2:Duluth, Missabe and Iron Range Ry. Co.
 Elgin, Joliet and Eastern Ry. Co.
 Fort Worth and Denver Ry. Co.
 Great Northern Ry. Co.
 Illinois Terminal RR. Co.
 Joint Texas Division of CRI&P RR. and FtW&D Ry.
 Kansas City Southern Ry. Co., The
 Louisiana & Arkansas Ry. Co.
 Midland Valley RR. Co.
 Minneapolis, Northfield and Southern Ry.
 Missouri-Kansas-Texas RR. Co.
 Missouri Pacific RR. Co.
 Norfolk and Western Ry.
 (Western Region - former Wabash RR.)
 Northern Pacific Ry.
 Northwestern Pacific RR. Co.
 Pacific Coast RR. Co.
 Peoria and Pekin Union Ry. Co.
 St. Louis-San Francisco Ry.
 3:St. Louis Southwestern Ry. Co.
 Soo Line RR. Co.

ATTACHMENT B - Copy of Request for Entitlement Form

Request for Entitlement to Benefits Form Norfolk Southern Railway Company

Instructions: This Entitlement to Benefits Form is to assist the Employee and the Company in determining whether the Employee is entitled to benefits. We wish to do this as promptly as possible in order to expedite the processing of valid claims. You may help by completing the form with as many helpful facts as will assist the Company in its initial determination as to whether you have been adversely affected.

Completed forms should be forwarded to:

Mr. C. S. Decker
Director Labor Relations
Norfolk Southern Corporation
223 East City Hall Avenue
Norfolk, VA 23510-1728

Name: _____

Address: _____ EIN: _____

Seniority Date: _____ Hire Date: _____

Immediate Supervisor _____

1. Identify agreement under which you believe compensation is due:

2. On what date were you first placed in a worse position or deprived of employment? _____
- 3(a) What position did you hold immediately prior to the date shown in Item 2?
Position _____ Location _____
Rate of pay: \$ _____ /day Wage Grade _____ (if applicable)
- (b) What position do you currently hold?
Position: _____ Location _____
Rate of pay \$ _____ /hour/day/month Wage Grade _____ (if applicable)

(c) Your Employee Maintenance Rate (EMR) is? \$ _____ (Clerks only)

(d) At the time of your displacement, did you exercise your seniority to obtain the highest paying position available to you? _____

4. Identify what occurred and explain in detail how your work situation changed that resulted in your being placed in a worse position or deprived of employment: _____

6. Compensation Data:
List the compensation you received in the months immediately prior to the month in which you were affected.

| Month | Year | Compensation | Month | Year | Compensation |
|-------|-------|--------------|-------|-------|--------------|
| _____ | _____ | \$ _____ | _____ | _____ | \$ _____ |
| _____ | _____ | \$ _____ | _____ | _____ | \$ _____ |
| _____ | _____ | \$ _____ | _____ | _____ | \$ _____ |
| _____ | _____ | \$ _____ | _____ | _____ | \$ _____ |
| _____ | _____ | \$ _____ | _____ | _____ | \$ _____ |
| _____ | _____ | \$ _____ | _____ | _____ | \$ _____ |

I HEREBY CERTIFY THAT THIS INFORMATION IS TRUE AND CORRECT:

_____ (Signature) _____ (Date)

ATTACHMENT C – Copy of Claim Form

