

BEFORE THE SURFACE TRANSPORTATION BOARD**Finance Docket No. 35873**

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

**PETITION FOR DECLARATORY ORDER
REQUIRING COMPLETION OF
NEW YORK DOCK SECTION 4 AGREEMENTS
BEFORE CONSUMMATION OF TRANSACTION*****- EXPEDITED CONSIDERATION REQUESTED -***

The American Train Dispatchers Association (“ATDA”) is the representative for employees in the craft of class of train dispatcher employed by Norfolk Southern Railway Co. (“NS”) and CP-Soo Line Railroad Company (“Soo”). Soo is a sister corporation of the Delaware and Hudson Railway (“D&H”) whose employees perform the dispatching of trains and otherwise control rail traffic on the D&H line of railroad being acquired by NS. Soo and D&H are both wholly-owned subsidiaries of Canadian Pacific Railway Company.¹ ATDA files this Petition to advise the Board of developments since its May 15, 2015, Decision 6 and requests 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 Soo and the train dispatching employees of NS, and (b) directing that implementation of the transaction not occur until those conditions have in fact been satisfied.

Because the carriers intend to proceed unilaterally on September 19, 2015, ATDA requests

¹ All of CP’s US subsidiaries are grouped under Soo Line Railroad Company for STB reporting purposes.

that this Petition be given expedited consideration. The facts underlying this Petition, and the reasons it should be granted, are outlined below.

Background

On May 15, 2015, the Board authorized the acquisition by Norfolk Southern of the D&H Southern Line, subject to the employee protective conditions set forth in *New York Dock*, as modified by *Wilmington Terminal*.² Decision No. 6. Article I, Section 4 of *NYD* provides that the transaction may not proceed until there is in place an implementing agreement between each carrier and the organizations representing the carriers' employees. On June 12, 2015, the Board confirmed "that the Board imposed the requirements of New York Dock as modified by Wilmington Terminal without any qualification or alteration" and that that meant that implementing "agreements must be reached before the transaction can be consummated". Decision No. 7, p. 3, 4.

ATDA-represented Train Dispatchers who currently perform dispatching over the D&H line involved in the transaction are being denied their NYD Section 4 rights.

Prior to 1992, D&H employees performed train dispatching for all of D&H's rail lines. In 1992, CP Rail notified ATDA of its intention to coordinate the D&H dispatching function then being conducted on the D&H in Schenectady, NY to the train dispatching office of D&H's sister corporate subsidiary Soo in Milwaukee, WI. An implementing agreement was reached, signed by CP Rail, Soo and ATDA. Exhibit 1. Since that time, Soo train dispatchers have performed

² *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—CSX Transportation Inc.*, 6 I.C.C.2d 799, 814-26 (1990), aff'd sub nom. *Railway Labor Executives' Ass'n v. I.C.C.*, 930 F.2d 511 (6th Cir. 1991)

all train dispatching for D&H.³

On June 11, 2015, ATDA wrote to Soo regarding the Board's approval Decision and inquired when it could expect a Section 4 Notice, reminding Soo that under Article I, Section 4 of *NYD* "no change in operations, services, facilities or equipment shall occur until after an agreement is reached." Exhibit 3. Soo responded that *NYD* does not apply to the changes it would make in response to the line sale. Exhibit 4. Thereafter, despite numerous written and oral communications between the parties, they have been unable to resolve their disagreement over whether the protective conditions imposed in Decision No. 6 apply to the Soo train dispatchers. ATDA's position is that because these train dispatchers are directly involved in train movements over the line being sold and are as affected by the sale as any other employee working on the line, Soo must comply with *NYD* before implementing any changes resulting from the sale. Soo's position is that even though its employees perform the train dispatching function for D&H over the D&H line being acquired by NS, and even though Soo's employees will be affected by the assumption of that function by NS in the same manner as they would be if directly employed by D&H, Soo nevertheless is not bound like its sister CP subsidiary because Soo was not a party to the proceeding in which *NYD* protection was imposed.

The Board recently addressed how the integral role train dispatching plays in a railroad's operations affects whether an entity that performs that role for a carrier should itself be deemed a carrier for purposes of the ICCTA. In *Rail-Term Corp. - Petition for a Declaratory Order*, Docket No. FD 35582 (served November 19, 2013), reconsideration denied, December 30, 2014,

³ CP moved the Soo dispatching office from Milwaukee to Minneapolis in 1999, pursuant to an implementing agreement between CP and ATDA. Exhibit 2.

the Board explained that even an entity that “is not itself physically moving goods or passengers directly” can be considered a carrier because “its dispatching services are an essential component of its clients’ holding out of interstate common carrier rail transportation, and, by Rail-Term’s own description, are “required” for provision of common carrier service by its customers ...[W]ithout an order from a dispatcher, a train does not move and cannot deliver its freight or passengers.” (p. 8-9). While Soo undeniably already is an ICCTA-covered carrier, the role it plays for D&H is akin to what Rail-Term plays for its short-line carrier customers, *except* that in Rail-Term’s case, the relationship is at arm’s length. Soo, on the other hand, provides train dispatching over D&H lines precisely because of its intracorporate relationship with D&H.

CP decided in 1992 that D&H’s dispatching should be transferred to Soo. D&H cannot independently reverse that decision. Now, as has occurred for nearly a quarter century, D&H and Soo have acted as one insofar as train dispatching is concerned. They should not now be allowed to “uncouple” that relationship in a legal fiction just to deprive the Soo dispatchers of *NYD* rights that any D&H employee who performed dispatching would enjoy. While the transfer of the function years ago may have occurred without regard to evading then-ICC-imposed protective conditions, that is what Soo is using it for now. Because Soo holds itself out as D&H insofar as train dispatching is concerned, it should be responsible for protecting the train dispatchers the same way the Board has said D&H must protect those of its employees who perform the rest of D&H’s operations.

For purposes of train dispatching, Soo is D&H’s “alter ego.” What D&H would have to do to comply with operational and regulatory requirements to dispatch rail traffic over D&H lines, Soo must do. They are aligned carriers whose cooperation is necessary for the transaction

to go forward. As part of the line sale, D&H has to transfer control over the line to NS; that means that Soo, who has *de facto* control, has to relinquish it in order for NS to take it over. In this regard, Soo is as much a participant in the transaction as D&H. Consequently, Soo should be bound by the Board's Decision No. 6 approving the transaction to provide *NYD* protection to its train dispatchers, just as D&H has had to do for all of its employees.

The purpose of *NYD* is to alleviate the effects of a Board-approved transaction on the employees of the carriers who, *inter alia*, perform functions that will be eliminated by virtue of the transaction. There is no dispute that the train dispatching of the D&H South line by Soo employees will be eliminated when the line sale is consummated. Because these individuals stand in the shoes of D&H dispatchers, they should be accorded the same rights as if they were employed by D&H to do the dispatching, rather than by their corporate sister Soo to do the same thing. Otherwise, Soo would be able to use the CP corporate structure to evade an otherwise applicable STB requirement.

**ATDA-represented Train Dispatchers employed by NS
are being denied their NYD Section 4 rights.**

Train dispatchers employed by NS are indisputably covered by the Board's May 15, 2015 Decision. They will be required to perform train dispatching responsibilities over the D&H line once the acquisition is consummated. On May 18, 2015, NS served a Section 4 Notice on ATDA intended to result in an implementing agreement. Exhibit 5. Negotiations commenced and continued until August 7, 2015, when NS abruptly withdrew the Notice and informed ATDA that it no longer believed an implementing agreement is required. Exhibit 6. Then, on August 9, 2015, NS bulletined new positions in its Harrisburg, PA, train dispatching office that would

assume responsibilities for controlling rail traffic over the line once the sale transaction was consummated. Exhibit 7. ATDA has protested that NS is not permitted to undertake this action before a *NYD* implementing agreement is in place, but to no avail. Exhibit 8. NS now intends to have that occur 12:01 a.m. September 19, 2015. The parties have not been able to resolve their differences over the application of *NYD* to the NS train dispatchers and there is no implementing agreement in place.

CONCLUSION

In circumstances like this, we submit that NS and Soo, albeit for different reasons, are abusing the authority granted by the Board in Decision No. 6 by moving forward with the transfer of train dispatching from the selling to the acquiring entity without an implementing agreement in place on each property. The advance agreement requirement in *NYD* Article I, Section 4 could not be clearer. This flouting of the Board's conditions should not be tolerated. Consequently, we respectfully request that the Board hold that Section 4 does apply and stay the transaction until implementing agreements protecting the employees from the effects of the train dispatching transfer are in place.⁴

⁴ When the Board declined to stay the transaction in Decision No. 7 based on a claim that employees faced an immediate loss of jobs, it relied on the confirmation it received from NS and D&H that they *would* negotiate implementing agreements before they proceeded with the transaction. Here Norfolk Southern has acted contrary to that representation. Insofar as train dispatching is concerned, NS has jumped the gun. While it initially served a Section 4 Notice and agreed to negotiate an implementing agreement under *NYD*, it withdrew its Section 4 Notice and has since refused to participate in the *NYD*-required Section 4 process. Instead, it has created a new train dispatching desk in Harrisburg, PA, to handle traffic over the subject line and unilaterally generated the rearrangement of forces in that office to handle the responsibilities of that desk *without an implementing agreement in place*. And Soo has said outright that it will not negotiate an implementing agreement before it turns control over to NS and changes its own dispatchers' responsibilities.

If the Board decides that the dispute over application of Section 4 must first be addressed by an arbitrator, the carriers still should be directed not to proceed until that question has been definitively answered. If the Board determines that the approval Decision as issued does not cover this situation, we submit that the Board has the discretion to address it now and impose labor protective conditions upon Soo based on the exceptional circumstances that exist.⁵

Respectfully submitted,



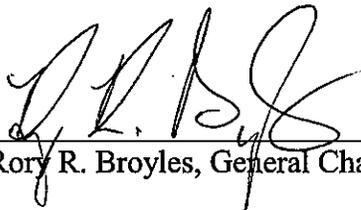
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Attorney for ATDA

⁵ While as a general matter the Board does not extend protection to employees of non-applicant carriers, that precedent has not considered a situation like this, where the non-applicant is the substitute provider of essential train dispatching services that the applicant otherwise would have to perform itself with its own employees.

VERIFICATION

This is to verify that the factual statements contained in the attached filing regarding the matters in dispute between the American Train Dispatchers Association ("ATDA") and Norfolk Southern are true and correct to the best of my personal knowledge.

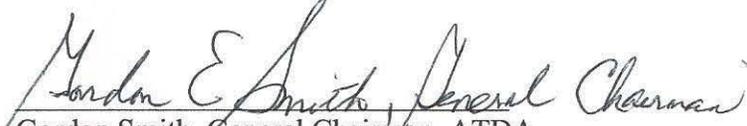


Rory R. Broyles, General Chairman, ATDA

Dated: September 10, 2015

VERIFICATION

This is to verify that the factual statements contained in the attached filing regarding the matters in dispute between the American Train Dispatchers Association ("ATDA") and CP-Soo and CP-D&H are true and correct to the best of my personal knowledge.


Gordon Smith, General Chairman, ATDA

Dated: September 10, 2015

BEFORE THE SURFACE TRANSPORTATION BOARD

Finance Docket No. 35873

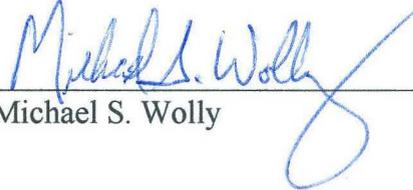
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**PETITION FOR DECLARATORY ORDER
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- EXPEDITED CONSIDERATION REQUESTED -

REPLACEMENT CERTIFICATE OF SERVICE

This is to certify that a copy of ATDA's Petition was served upon all parties of record by first class mail, postage prepaid, on September 11 or 15, 2015.



Michael S. Wolly

BEFORE THE SURFACE TRANSPORTATION BOARD

Finance Docket No. 35873

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

EXHIBITS TO

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

EXHIBIT 1

CP Rail System

**Delaware
& Hudson**

Certified Mail- return receipt requested
#P 651 079 997

CLIFTON PARK, October 2, 1992

Mr. Gordon Smith
General Chairman
American Train Dispatchers
Association
188 Cedarview Lane
Wavervliet, N.Y. 12189

Dear Mr. Smith:

This will serve as notice of the intent to coordinate the train dispatching function on the Delaware & Hudson Railway Company, Inc. with the train dispatching function on the Soo Line Railroad in Milwaukee, Wisconsin on January 1, 1993 or as soon thereafter as is practicable.

It is anticipated that this coordination will result in the abolishment of 9 train dispatcher positions in Schenectady, New York and the establishment of 4 train dispatcher positions in Milwaukee, Wisconsin.

I am available to meet to discuss this coordination at 9:00 a.m. on October 19, 1992 in Clifton Park, New York. Please advise within 10 days from the date of this notice, if you are not available at that time so that we may schedule a date that is mutually convenient within 30 days from the date of this notice.

Yours truly,



T. F. Waver
General Manager
Operations and Maintenance

CC: D. V. Brazier
C. S. Frankenberg

IMPLEMENTING AGREEMENT

between

DELAWARE & HUDSON RAILWAY CO, INC.,

SOO LINE RAILROAD COMPANY

and the

AMERICAN TRAIN DISPATCHERS ASSOCIATION

Whereas Delaware & Hudson Railway Co., Inc. ("D&H") and Soo Line Railroad Company ("Soo") served notice to the American Train Dispatchers Association ("ATDA") on October 2, 1992, of its intent to coordinate the Train Dispatching function on the D&H with the Soo in Milwaukee, Wisconsin;

IT IS AGREED:

DEFINITIONS

"Delaware and Hudson Railway Company, Inc. (D&H)" shall mean the railroad which encompasses the property and assets of the former Delaware and Hudson Railway Company ("D&H Railway Co.") acquired pursuant to the ICC decision in Finance Docket No. 31700.

"Soo Line Railroad Company ("Soo") shall mean the railroad which encompasses the property and assets of the Soo Line Corporation, its subsidiaries or affiliates.

"Carrier" means the organization established by Delaware and Hudson Railway Company, Inc. to operate over the former D&H Railway Co. lines.

"D&H Collective Bargaining Agreement (D&H CBA)" means the Collective Bargaining Agreement between the Delaware and Hudson Railway Company, Inc. and the ATDA as revised on May 8, 1992.

"Soo Collective Bargaining Agreement (Soo CBA)" means the Collective Bargaining Agreement between the Soo Line Railroad Company and the ATDA dated July 1, 1985 and as subsequently amended.

"American Train Dispatchers Association (ATDA)" means the labor organization which represents those employees of the Delaware and Hudson Railway Company, Inc. and employed under the D&H CBA between Delaware and Hudson Railway Company, Inc., and the labor organization which represents those employees of the Soo Line Railroad Company and employed under the Soo CBA between the Soo Line Railroad Company and the American Train Dispatchers Association.

ARTICLE I

1. Effective on or after January 19, 1993, the following positions located in Schenectady, New York will be abolished.

<u>Positions</u>	<u>Days off</u>	<u>Incumbent</u>
1st Trick North End	Sat/Sun	RR LAWYER
1st Trick South End	Sat/Sun	JR DROUIN
2nd Trick Combined	Fri/Sat	GE SMITH
3rd Trick Combined	Mon/Tue	AJ HALTER
2nd Trick Night Chief	Sun/Mon	JR LYNCH
Relief 4 days Disp 1 day Chief	Wed/Thur	LJ DUTCHER
Relief Night Chief	Thur/Fri	JJ WAHL
3rd Trick Night Chief	Tue/Wed	JF LAWYER

2. The Train Dispatching work heretofore performed at Schenectady, New York may be transferred to the Train Dispatching Center, Transportation Department, of the Soo Line Railroad, Milwaukee, Wisconsin, on or after January 19, 1993, but no later than April 1, 1993, except as mutually agreed to by the parties.

ARTICLE II

1. The Soo will establish four (4) positions, coming under the terms of the Soo CBA, in the Train Dispatching Center in Milwaukee, Wisconsin for the purpose of performing the work involved in the Train Dispatching function to be transferred from the D&H to the Soo. On November 18, 1992, the new positions to be created as a result of the coordination of the D&H Train Dispatching function shall be advertised by a special bulletin, addressed to all train dispatcher employees listed on the D&H system seniority roster and all train dispatcher employees retaining seniority on the Soo train dispatcher seniority rosters. Said advertisement will close at 1200 hours, November 25, 1992.
2. Prior to the close of the special bulletin, train dispatcher employees listed on the D&H system seniority roster desiring such positions will file their applications with General Manager T.F. Waver, with copy to the General Chairman; and train dispatcher employees retaining seniority on the Soo train dispatcher seniority rosters desiring such positions will file their applications with the Wood Dale Personnel Office.

3. Employees shall have the right to bid on any or all of the new positions, and shall state a preference if applicable.
4. D&H employees currently training for the position of train dispatcher shall be allowed to make application for the positions advertised in accordance with Item 1 of this Article II.
5. Awards to the positions identified in the special bulletin shall be made based on the following order of preference:
 - (a) D&H employees holding D&H Dispatcher System seniority shall have first right for selection to the created positions, in order of D&H System seniority.
 - (b) D&H employees currently training for the position of train dispatcher shall have first right for selection for any positions not awarded per paragraph (a) above.

Note: 1. D&H employees currently training for the position of train dispatcher, awarded positions within the Train Dispatching Center in Milwaukee, Wisconsin as per Article II of this Agreement are required to successfully complete the training program.

2. A D&H employee, failing to successfully complete the training program shall be disqualified and shall revert to his former status.

- (c) Soo employees retaining seniority on Soo Line train dispatcher seniority rosters who make application for such positions in accordance with item 2 above shall be awarded any positions not awarded per (a) or (b) above, as a result of an insufficient number of D&H employees electing to follow their work, in order of Soo Dispatcher seniority.
6. D&H employees applying for, but not successful in obtaining a position created in accordance with this Article II shall be considered as successful applicants to the two (2) guaranteed extra positions created to perform extra work in the coordinated operation.
7. Qualified employees shall be permanently awarded the bulletined positions and shall be transferred to such positions effective on or after January 19, 1993 to coincide with the implementation of the coordinated operation.

ARTICLE III

1. Once an employee who has not already established seniority on the Soo Train Dispatcher Seniority Roster is determined to be qualified and has been assigned to a position in the Train Dispatching Center in accordance with Article II of this Agreement, his seniority will be transferred to Soo Train Dispatcher Seniority Roster and dovetailed in accordance with his

seniority date on the Train Dispatcher Roster from which he came. The D&H Train Dispatcher Roster shall cease to exist on the effective date of the transfer of the D&H dispatching work to Milwaukee, Wisconsin. If a D&H employee(s) transferring to the Soo Train Dispatcher Seniority Roster have the same service date as a Soo Train Dispatcher Roster employee, their ranking on Soo Train Dispatcher Seniority Roster will be determined by their attained ages in descending order and if this fails, then by alphabetical order.

ARTICLE IV

For the purposes of this Implementing Agreement the provisions of Appendix "G" of the D&H CBA are modified as outlined below. The provisions of this Article are made without prejudice or precedent to the positions of the parties and are not intended to be interpreted as binding on any future coordination initiated by the Soo and the D&H.

1. Article I, Section 1 (c) of Appendix "G" of the D&H CBA shall be replaced with the following:

"Nothing in this agreement 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 agreement and some other job security or other protective conditions or arrangements, he shall elect between the benefits under this agreement 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 agreement, 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."

2. Article I, Section 5 (a) of Appendix "G" of the D&H CBA shall be revised by replacing the last sentence with:

"The protective period is defined as a period not exceeding six years from the date of the change of operations specified in Section 2."

3. Article I, Section 5 (b) of Appendix "G" of the D&H CBA shall be revised by adding to the end of last sentence the following:

"...test period, and provided further that such allowance shall be adjusted to reflect subsequent general wage increases."

4. Article I, Section 6 (a) of the Appendix "G" of the D&H CBA shall be replaced with the following:

"He shall be provided a monthly allowance, based on the length of service as defined in paragraph (b) below, equivalent to his average monthly compensation as 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 a major intra-carrier consolidation and extending in each instance for a length of time determined and limited by the following schedule:

Length of Service (defined in (b) below)	Period of Payment
1 yr. and less than 2 yrs	7 months
2 yrs " " " 3 yrs	14 "
3 yrs " " " 5 yrs	22 "
5 yrs " " " 10 yrs	43 "
10 yrs " " " 15 yrs	58 "
15 yrs and over	72 "

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 seventy-two (72) 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 said consolidation."

5. A new Article I, Section 6 (g) shall be added to Appendix "G" of the D&H CBA as follows:

"A train dispatcher who becomes unable to secure a position through the exercise of seniority under existing agreements, and who is eligible to receive protective benefits, may at any time be offered a train dispatcher position anywhere on the carrier's system. Such offers will be made in inverse seniority order. Such employee shall be given thirty (30) days' notice of such offer and must elect one of the following options: (1) to accept the offer and receive the relocation benefits provided in Section 9 if the employee is

required to and does change his place of residence, (2) resign from all service and accept a lump-sum payment computed in accordance with the Washington Job Protection Agreement of May, 1936 (if a change in residence is required) or (3) to remain dismissed with all protection suspended until the employee returns to service. If he fails to elect any of these options, he shall be considered as having elected Option (3). If the employee accepts the position in an office in which he does not hold seniority, the General Chairman and Carrier shall reach agreement on the use and/or retention of the employee's seniority."

6. The present Article I, Section 6 (g) of Appendix "G" shall be retained and renumbered Article I, Section 6 (h).
7. The present Article I, Section 6 (h) of Appendix "G" shall be retained and renumbered Article I, Section 6 (i).
8. The present Article I, Section 6 (i) of Appendix "G" shall be retained and renumbered Article I, Section 6 (j). In addition, a new item 6. shall be added as follows:

"6. Failure of the employee to accept an offer of comparable employment as provided in Paragraph (f)."

9. The present Article I, Section 8 of Appendix "G" shall be deleted.
10. The present Article I, Section 9 of Appendix "G" shall be retained and renumbered Article I, Section 8.
11. The present Article I, Section 10 of Appendix "G" of the D&H CBA shall be replaced with the following and renumbered Article I, Section 9.

"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 major intra-carrier consolidation, and is therefore required to move his place of residence, shall be provided benefits in accordance with the following:

Section 1

- (a) The Employee shall be reimbursed for all actual and reasonable expenses of moving his household and other personal effects from said residence, for the travelling expenses of himself and members of his family, including living expenses

for himself and his family, and for his own actual wage loss, not to exceed six (6) working days.

- (b) The ways and means of transportation shall be agreed upon in advance by the Railroad and the Employee or his representatives.
- (c) Should the Employee die within two (2) years of the date of transfer, his spouse and/or dependent children may elect to return to the area of his former residence, in which event they will be entitled to the moving benefits of this Section 1.
- (d) Except to the extent provided in paragraph (c) changes in place of residence subsequent to the initial changes caused by a major intra-carrier consolidation and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this Section.
- (e) In addition, such Employee shall receive a transfer allowance of \$3,000 paid on the following schedule:
 - (1) Effective with the date of transfer, an allowance of \$1,500.
 - (2) At the end of 90 days of compensated work in the home zone to which transferred, a second allowance of \$750.
 - (3) At the end of 180 days of compensated work in the home zone to which transferred, a third allowance of \$750.
 - (4) In the event of retirement, death or permanent disability, the Employee or his estate shall be paid as if he had completed all the prescribed work periods.

Section 2

- (a) If the Employee owns his own home (including an Employee under a contract to purchase his home) in the locality from which he is required or requested 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 market value, including all of the usual and customary closing costs to the seller, such as real estate commission paid to a licensed realtor (not to exceed \$6,000 or 6 per cent (6%) of sale price, whichever is

less), title insurance fee, revenue stamps and pre-payment penalty on existing mortgages, but not to include the payment of any "points" by the seller. In each case the fair market value of the home in question shall be determined as of a date sufficiently prior to the date the Employee is required to move so as to be unaffected thereby. The Railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the Employee to any other person. If the home is not sold within ninety (90) days of the date the Employee is required to move, the Railroad will, after receiving a request from the Employee in writing, purchase the home at its fair market value or designate a Relocation Company who will purchase the home at its fair market value and finalize the transaction with the Employee within thirty (30) days of the request upon receipt of appropriate title evidence.

- (b) Within thirty (30) days of the date the Employee is required to move, he may elect to waive the provisions of paragraph (a) of this section and to receive, in lieu thereof, an amount equal to 10% of the fair market value of the Employee's owned home, not to exceed \$10,000, with the understanding that should such employee voluntarily leave the Milwaukee home zone within one (1) year of the date transferred he will be obligated to reimburse the Carrier all but \$2,000 of the relocation allowance provided for in this item (b).
- (c) If the Employee is under a contract to purchase his home, the Railroad shall protect him against loss to the extent of the equity he may have in the home and, in addition, shall relieve him from any further obligation under his contract.
- (d) 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 or shall have the option of assuming the lease.
- (e) No claim shall be paid under the provisions of this Article, unless such claim is presented to the Railroad within one (1) year of the Employee's first day of work at the new work location.

- (f) In order to determine the fair market value of an employee's home, the Railroad will prepare a sufficient list (not to exceed ten (10)) of qualified appraisers. The employee and the Railroad shall each select one (1) appraiser from this list to perform an appraisal of the employee's residence. If the resultant appraisals are within ten percent (10%) of each other, the fair market value will be determined by calculating the average of the two (2) appraisals. If the resultant appraisals are greater than ten percent (10%) of each other, then within 5 days a third appraiser shall be selected from the above mentioned list by the appraisers selected by the employee and the Railroad. The third appraiser shall perform an appraisal of the employee's residence. The fair market value shall then be determined by calculating the average of the 2 closest appraisal amounts. The fees and expenses of any appraiser selected in accordance with this provision shall be borne by the Railroad.

Section 3

Employees who are entitled to receive the benefits outlined in Sections 1 and 2 above, may in lieu of all such benefits identified in Sections 1 and 2 above, elect a lump sum relocation allowance of \$12,000 if the employee owns his place of residence or \$6,000 if the employee does not own his place of residence which shall constitute his entire moving benefits, with the understanding that should such employee voluntarily leave the Milwaukee home zone within one (1) year of the date transferred he will be obligated to reimburse the Carrier all but \$1,000 of the relocation allowance if the employee does not own his place of residence and \$2,000 if the employee does own his place of residence.

Section 4

Changes in place of residence subsequent to the initial change caused by said consolidation and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of Article I, Section 9 of Appendix "G" of the D&H CBA, as amended.

12. The present Article I, Section 11 of Appendix "G" shall be retained and renumbered Article I, Section 10.

ARTICLE V

Protected employees displaced and placed in a worse position and/or eligible to receive a dismissal allowance as a result of the coordination covered by this Agreement will be identified and their test period total compensation and hours worked will be computed as promptly as possible, but in no event later than fifteen (15) days after the employee is determined to have been placed in a worse position as a result of the coordination and such information shall also be furnished to the General Chairman. Employees eligible for protective benefits and conditions under other job security or protective conditions or arrangements shall advise, within fifteen (15) calendar days of being apprised of their eligibility for benefits under this Agreement, whether or not they elect the benefits of this Agreement or such other labor protective conditions for which they are eligible, or the employee shall be considered to have elected benefits under this Agreement. However, there shall be no duplication or pyramiding of monetary protective benefits payable to an employee under this Agreement and/or any other agreement or protective arrangement.

ARTICLE VI

The D&H shall prepare and make available to all D&H employees who request: forms to permit D&H employees to file claims for displacement or dismissal allowances pursuant to the Appendix "G" provisions referred to herein.

ARTICLE VII

1. A. All claims by protected employees for separation allowance under Section 7 of the Appendix "G" provisions must be filed with the officer of the D&H designated to handle such claims within seven (7) days of such employee's dismissal. The Carrier shall have up to thirty (30) days thereafter to deny the claim or it shall be allowed as presented. If not denied, the separation allowance shall be paid in full within fourteen (14) days of the date on which the claim was allowed.
- B. Each protected employee seeking a dismissal allowance shall provide the Carrier with the following information for the preceding month, but in no event later than the sixtieth (60th) day following the end of the month for which such benefits are claimed or the protected employee will waive his right to such benefits for that month. Such claims will be processed in accordance with Section 1(D)(3) of this Article VII. Such form will also require the following information.
 - (1) The compensation received by such employee in the claimed month under the Railroad Unemployment Insurance Act or any other federal/state unemployment act or system.

(2) The day(s) such employee worked in other employment, the name and address of the employer and the gross earnings made by such employee in such other employment.

(3) Authorization for the Carrier to verify the information required in (1) and (2) above.

C. Each protected employee seeking a monthly displacement allowance as provided Section 5 of the Appendix "G" provisions referred to herein, must do so by the sixtieth (60th) day following the end of the month for which benefits are claimed or the employee will waive his right to such benefits for that month. Such claims will be processed in accordance with Section 1(D)(3) of this Article VII.

D. (1) All claims for benefits shall be submitted pursuant to this Agreement, in accordance with the of the Appendix "G" provisions referred to herein, to the following Carrier official:

T.F. Waver
General Manager
Operation & Maintenance
Delaware and Hudson Railway Company, Inc.
P.O. Box 8002
200 Clifton Corporate Parkway
Clifton Park, NY
12065

or to such other Carrier official or such address as may be designated by the Carrier upon written notice to the employee and the ATDA.

(2) All claims shall be deemed submitted on the date that the claim is postmarked, if mailed and properly addressed, or on the date that it is received by the Carrier if transmitted by any other method or if improperly addressed.

(3) All claims for benefits under the Appendix "G" provisions shall be acted on the D&H as expeditiously as possible and the employee shall be given written notification of the D&H action, with copy to the General Chairman. If the claim for a displacement or coordination allowance is to be denied, a copy of the denial shall be sent to the employee and to his representative. If the Carrier fails to provide the employee with written notification of its decision with respect to any such claim by the sixtieth (60th) day from the date submitted, it shall be considered as a claim allowed solely for the period of time covered by the claim, without prejudice to future claims for such benefit. The Carrier shall pay the claim no later than the thirtieth (30th) day after the claim is allowed or sustained.

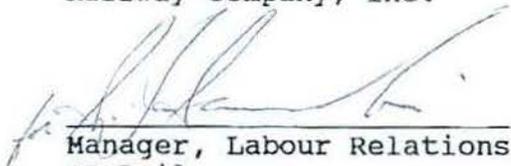
(4) The Carrier shall be deemed to have provided written notice of its decision on the date the written notice is

postmarked, if mailed and properly addressed, or on the date that it is received by the employee or his representative if transmitted by any other method or if improperly addressed.

- (5) A claim denied in accordance with Subsections (1)(A) or 1(D)(3) of this Article VIII shall be considered finally denied unless the claimant or his representative invokes the dispute resolution procedure contained in Article II of the Appendix "G" provisions within six (6) months from the date on which the claim is denied.
 - (6) The time limits set forth in this Section may be extended by agreement.
 - (7) Failure by any employee who has made a timely request for benefits under this Agreement to provide the necessary information required by the form furnished by the D&H pursuant to Article VI shall result in the withholding of all protective benefits for the period covered by such request pending receipt of such information from the employee.
2. Except as provided herein, nothing in this Agreement shall be construed as modifying, diminishing, or enlarging employee rights or the Carrier's obligations under the Appendix "G" provisions.
 3. This Agreement shall constitute the agreement stipulated in Section 4 of the Appendix "G" provisions of the D&H CBA, and Section 4 of the Washington Job Protective Conditions.

Signed at Milwaukee, Wisconsin, this 16th day of November, 1992.

For the
Delaware & Hudson
Railway Company, Inc.



Manager, Labour Relations
CP Rail

For the
American Train Dispatchers
Association



General Chairman



Vice President

Soo Line Railroad Company



Vice-President, Labor Relations



General Chairman



Vice President

LETTER No. 1

November 16, 1992

Mr. G. D. Bennett
Vice-President, ATDA
9331 East Helen Street
Tucson, AZ 85715

Mr. G. Smith
General Chairman, ATDA
188 Cedarview Lane
Watervliet, N.Y. 12189

Mr. J. M. Varney
General Chairman, ATDA
2 Wildwood Court
Vernon Hills, IL 60061

Mr. W. A. Clifford
Vice-President, ATDA
Seaview Towers, - Unit 806
510-515 Revere Beach Blvd.
Revere, Ma. 02151

Dear Sirs:

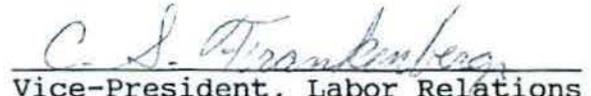
Please refer to the Implementing Agreement reached today regarding the coordination of D&H dispatching function on the D&H to the Soo in Milwaukee, Wisconsin.

This is to confirm our understanding that should a position be created at the Milwaukee Train Dispatching Center within 6 months from the date in which the D&H Train Dispatching work is transferred to Milwaukee, Wisconsin, the duties of which are determined to consist of primarily previously defined D&H dispatching work, such position shall be filled according to the provisions of the above-referenced Implementing Agreement.

Yours truly,



Manager, Labor Relations
CP Rail

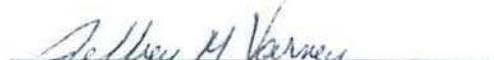


Vice-President, Labor Relations
Soo Line

I Concur:



D&H General Chairman, ATDA



Soo General Chairman, ATDA



Vice-President, ATDA



Vice-President, ATDA

LETTER No. 2

November 16, 1992

Mr. G. D. Bennett
Vice-President, ATDA
9331 East Helen Street
Tucson, AZ 85715

Mr. G. Smith
General Chairman, ATDA
188 Cedarview Lane
Watervliet, N.Y. 12189

Mr. J. M. Varney
General Chairman, ATDA
2 Wildwood Court
Vernon Hills, IL 60061

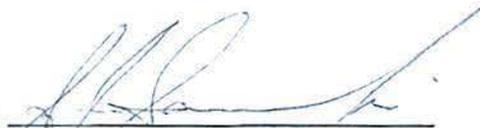
Mr. W. A. Clifford
Vice-President, ATDA
Seaview Towers, - Unit 806
510-515 Revere Beach Blvd.
Revere, Ma. 02151

Dear Sirs:

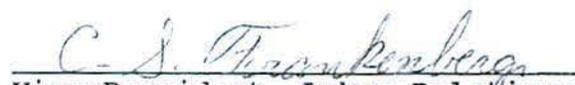
Please refer to the Implementing Agreement reached today regarding the coordination of D&H dispatching function on the D&H to the Soo in Milwaukee, Wisconsin. Please refer to Article IV, Item 11, Section 2 (a), regarding the provision wherein the employee who owns his own home in the locality from which he is required or requested to move, may request that the Carrier purchase the home at fair market value.

It is understood that the Carrier will not be responsible to reimburse the employee any real estate commission paid to a licensed realtor, in the event that the Carrier or Relocation Company purchases the house at the employee's request.

Yours truly,

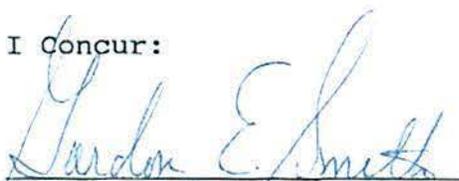


Manager, Labor Relations
CP Rail



Vice-President, Labor Relations

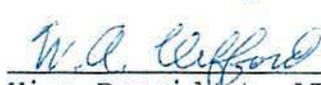
I Concur:



D&H General Chairman, ATDA



Soo General Chairman, ATDA



Vice-President, ATDA



Vice-President, ATDA

LETTER No. 3

November 16, 1992

Mr. G. D. Bennett
Vice-President, ATDA
9331 East Helen Street
Tucson, AZ 85715

Mr. G. Smith
General Chairman, ATDA
188 Cedarview Lane
Watervliet, N.Y. 12189

Mr. J. M. Varney
General Chairman, ATDA
2 Wildwood Court
Vernon Hills, IL 60061

Mr. W. A. Clifford
Vice-President, ATDA
Seaview Towers, - Unit 806
510-515 Revere Beach Blvd.
Revere, Ma. 02151

Dear Sirs:

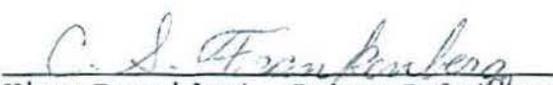
Please refer to the Implementing Agreement reached today regarding the coordination of D&H dispatching function on the D&H to the Soo in Milwaukee, Wisconsin.

This will serve to confirm that should Mr. T.M. Lisa elect to apply for a position created in accordance with Article II of the above-referenced Implementing Agreement and transfer to Milwaukee, Wisconsin in accordance with said Agreement, that Mr. Lisa shall be regarded as having completed a total of sixty (60) months service with respect to the rate progression rules.

Yours truly,

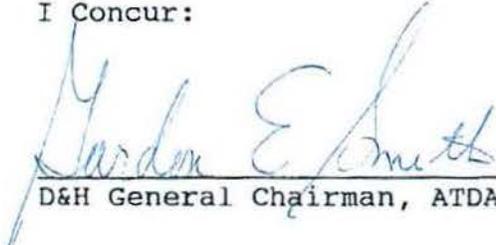


Manager, Labor Relations
CP Rail

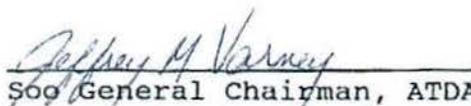


Vice-President, Labor Relations

I Concur:



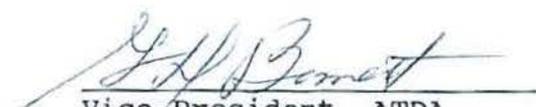
D&H General Chairman, ATDA



Soo General Chairman, ATDA



Vice-President, ATDA



Vice-President, ATDA

LETTER No. 4

November 16, 1992

Mr. G. D. Bennett
Vice-President, ATDA
9331 East Helen Street
Tucson, AZ 85715

Mr. G. Smith
General Chairman, ATDA
188 Cedarview Lane
Watervliet, N.Y. 12189

Mr. J. M. Varney
General Chairman, ATDA
2 Wildwood Court
Vernon Hills, IL 60061

Mr. W. A. Clifford
Vice-President, ATDA
Seaview Towers, - Unit 806
510-515 Revere Beach Blvd.
Revere, Ma. 02151

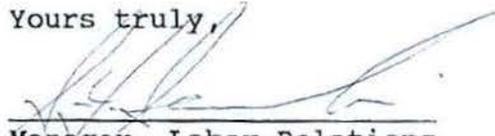
Dear Sirs:

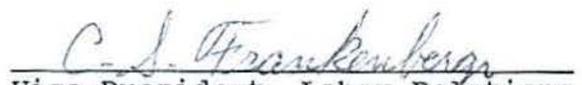
Please refer to the Implementing Agreement reached today regarding the coordination of D&H dispatching function on the D&H to the Soo in Milwaukee, Wisconsin.

This is to confirm our understanding that a D&H employee who is currently promoted to an official, supervisory, or excepted position, retaining Train Dispatcher seniority on the D&H shall not be required to bid on a position advertised in accordance with Article II of the above-referenced Implementing Agreement in order to obtain seniority standing on the combined roster created in accordance with Article III of the above-referenced Implementing Agreement.

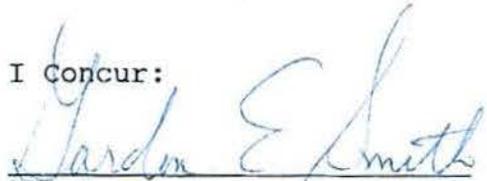
A D&H employee who is currently promoted to an official, supervisory, or excepted position, obtaining seniority standing on the combined Soo Train Dispatcher Seniority Roster as per the above, who can no longer hold a management position and elects to exercise his seniority to a Dispatcher position on the combined Soo Train Dispatcher Seniority Roster, requiring a change in residence shall be entitled to the moving expenses as outlined in the above-referenced Implementing Agreement.

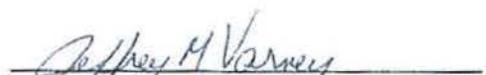
Yours truly,


Manager, Labor Relations
CP Rail


Vice-President, Labor Relations
Soo Line

I Concur:


D&H General Chairman, ATDA


Soo General Chairman, ATDA


Vice-President, ATDA


Vice-President, ATDA

LETTER No. 5

November 16, 1992

Mr. G. D. Bennett
Vice-President, ATDA
9331 East Helen Street
Tucson, AZ 85715

Mr. G. Smith
General Chairman, ATDA
188 Cedarview Lane
Watervliet, N.Y. 12189

Mr. J. M. Varney
General Chairman, ATDA
2 Wildwood Court
Vernon Hills, IL 60061

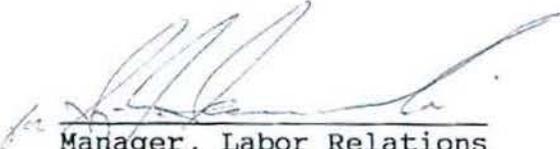
Mr. W. A. Clifford
Vice-President, ATDA
Seaview Towers, - Unit 806
510-515 Revere Beach Blvd.
Revere, Ma. 02151

Dear Sirs:

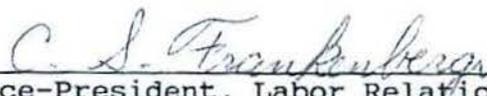
Please refer to the Implementing Agreement reached today regarding the coordination of D&H dispatching function on the D&H to the Soo in Milwaukee, Wisconsin.

This is to confirm our understanding that should the Carrier reestablish a train dispatching office on the D&H property to perform the D&H Dispatching work that was transferred to the Soo pursuant to the above-referenced Implementing Agreement, D&H train dispatchers who relocated to Milwaukee, Wisconsin shall be allowed first choice to train dispatching positions established in this regard.

Yours truly,

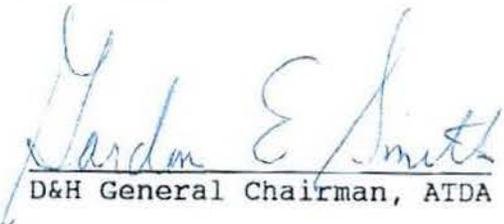


Manager, Labor Relations
CP Rail

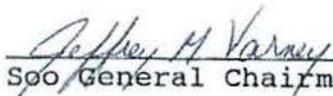


Vice-President, Labor Relations
Soo Line

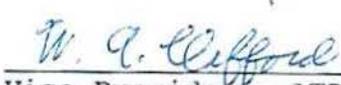
I Concur:



D&H General Chairman, ATDA



Soo General Chairman, ATDA



Vice-President, ATDA



Vice-President, ATDA

LETTER No. 6

November 16, 1992

Mr. G. D. Bennett
Vice-President, ATDA
9331 East Helen Street
Tucson, AZ 85715

Mr. G. Smith
General Chairman, ATDA
188 Cedarview Lane
Watervliet, N.Y. 12189

Mr. J. M. Varney
General Chairman, ATDA
2 Wildwood Court
Vernon Hills, IL 60061

Mr. W. A. Clifford
Vice-President, ATDA
Seaview Towers, - Unit 806
510-515 Revere Beach Blvd.
Revere, Ma. 02151

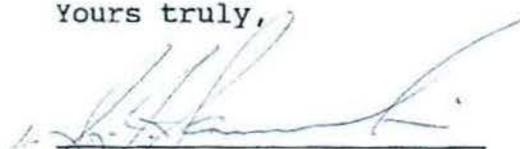
Dear Sirs:

Please refer to the Implementing Agreement reached today regarding the coordination of D&H dispatching function on the D&H to the Soo in Milwaukee, Wisconsin.

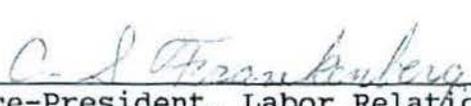
D&H employees obtaining positions established in accordance with Article II of the above-referenced Implementing Agreement shall not be allowed to displace to positions not established as a result of this consolidation for a period not exceeding one (1) year from the date the work is transferred.

Similarly, Soo employees shall not be allowed to displace to positions established as a result of this consolidation for a period not exceeding one (1) year from the date the work is transferred, so long as a D&H dispatcher from the former office occupies such position.

Yours truly,

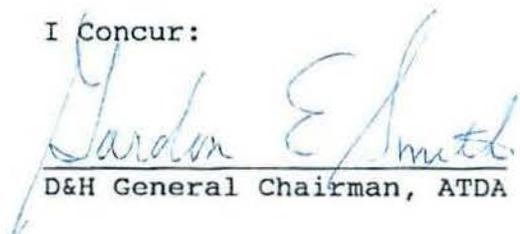


Manager, Labor Relations
CP Rail

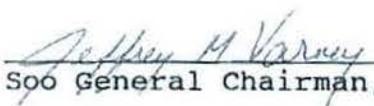


Vice-President, Labor Relations
Soo Line

I Concur:



D&H General Chairman, ATDA



Soo General Chairman, ATDA



Vice-President, ATDA



Vice-President, ATDA

LETTER No. 7

November 16, 1992

Mr. G. D. Bennett
Vice-President, ATDA
9331 East Helen Street
Tucson, AZ 85715

Mr. G. Smith
General Chairman, ATDA
188 Cedarview Lane
Watervliet, N.Y. 12189

Mr. J. M. Varney
General Chairman, ATDA
2 Wildwood Court
Vernon Hills, IL 60061

Mr. W. A. Clifford
Vice-President, ATDA
Seaview Towers, - Unit 806
510-515 Revere Beach Blvd.
Revere, Ma. 02151

Dear Sirs:

Please refer to the Implementing Agreement reached today regarding the coordination of D&H dispatching function on the D&H to the Soo in Milwaukee, Wisconsin.

Notwithstanding the provisions of Article IV, Item 11, Section 2 (a), an employee, after the fair market value of his home has been determined, may request in writing that the Carrier purchase the home at its fair market value. The Carrier shall purchase the home or designate a Relocation Company who will make the purchase at its fair market value and finalize the transaction within 30 days of the request upon receipt of appropriate title evidence. In no event shall the Carrier effect the purchase prior to the effective date of the transfer of the D&H dispatching work to Milwaukee, Wisconsin.

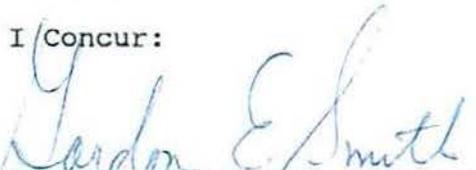
It is understood that the Carrier will not be responsible to reimburse the employee any real estate commission paid to a licensed realtor, in the event that the Carrier or Relocation Company purchases the house at the employee's request.

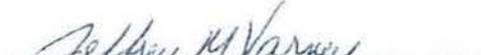
Yours truly,


Manager, Labor Relations
CP Rail


Vice-President, Labor Relations

I Concur:


D&H General Chairman, ATDA


Soo General Chairman, ATDA


Vice-President, ATDA


Vice-President, ATDA

LETTER No. 8

November 16, 1992

**Mr. G. D. Bennett
Vice-President, ATDA
9331 East Helen Street
Tucson, AZ 85715**

**Mr. G. Smith
General Chairman, ATDA
188 Cedarview Lane
Watervliet, N.Y. 12189**

**Mr. J. M. Varney
General Chairman, ATDA
2 Wildwood Court
Vernon Hills, IL 60061**

**Mr. W. A. Clifford
Vice-President, ATDA
Seaview Towers, - Unit 806
510-515 Revere Beach Blvd.
Revere, Ma. 02151**

Dear Sirs:

Please refer to the Implementing Agreement reached today regarding the coordination of D&H dispatching function on the D&H to the Soo in Milwaukee, Wisconsin.

This is to confirm our understanding that should the date of transfer of the D&H dispatching function be delayed by the Carrier beyond January 19, 1993 and as a result, a D&H employee successfully awarded a position is required to incur dual living expenses, the Carrier shall reimburse the employee such duplicate living expenses as may be incurred on the following basis:

- 1) An employee who has requested the Carrier purchase his home in accordance with the provisions of Letter No. 7;**

During the period of time the Carrier requires the D&H employee to keep the house on the market after such employee acquires a residence at the new location, the D&H employee will be allowed a maximum monthly allowance of \$600 to defray the duplication of monthly housing costs. Amounts applied to the principal will be reimbursed to the Carrier with final settlement on the home figured on the same basis as if the D&H employee had made the payment.

- 2) An employee who has sold his home on or before January 19, 1993.

The Carrier shall provide suitable lodging and reasonable and necessary expenses for individual D&H train dispatchers and their dependents who have vacated their home or commenced moving. Expenses shall continue on a day-to-day basis from January 19, 1993, until the D&H employee is released to proceed to his new location.

Yours truly,

Manager, Labor Relations
CP Rail

Vice-President, Labor Relations
Soo Line

I Concur:

D&H General Chairman, ATDA

Soo General Chairman, ATDA

Vice-President, ATDA

Vice-President, ATDA

EXHIBIT 2



**CANADIAN
PACIFIC
RAILWAY**

Soo Line Railroad Company
501 Marquette Avenue (55402)
PO Box 530 (55440)
Minneapolis Minnesota

Tel (612) 347-8356

In Response Please Refer to
File:

September 16, 1999

Mr. Gordon Smith, GC
American Train Dispatchers Dept. - BLE
8851 South Wood Creek Drive, #5
Oak Creek, WI 53154-7522

Mr. David Volz, Vice President
American Train Dispatchers Dept. - BLE
5002 Camberleigh Lane
Spring, TX 77388

Dear Messrs. Smith and Volz:

Please refer to the notice dated July 30, 1999, advising of the intent to relocate the Delaware & Hudson Railway, Inc. dispatching function to Minneapolis, Minnesota on or around November 1, 1999, in accordance with the June 16, 1966, Mediation Agreement.

This will confirm our discussion of August 23, 1999, and agreement that the Implementing Agreement dated July 10, 1996, covering the relocation of the Soo District dispatching function from Milwaukee, Wisconsin to Minneapolis, Minnesota, except as outlined herein, will apply to this transaction.

On or around November 1, 1999, but not to exceed one year from the date of this Agreement, the Carrier will transfer the responsibility for the Delaware & Hudson Railway, Inc. dispatching function from Milwaukee, Wisconsin to Minneapolis, Minnesota.

Concurrent with the work transfer to Minneapolis all existing positions in Milwaukee will be abolished and reestablished by bulletin in Minneapolis, which will satisfy the exercise of seniority to which such employees are entitled. Consequently, Section VII of the July 10, 1996, agreement does not apply. It is, however, understood that employees regularly assigned to D&H positions headquartered in Milwaukee who bid to other positions may be held on their regular assignment after it is re-established in Minneapolis for up to 120 days, depending on the needs of the operation.

Mr. Gordon Smith & David Volz

September 16, 1999

Page 2

P. Leacock, who transferred from Milwaukee to Minneapolis in August of 1996 under the July 10, 1996, Implementing Agreement and was fully compensated for relocation expenses to Minneapolis as outlined therein, voluntarily returned to Milwaukee in May 1997 to work as a dispatcher assigned to D&H territory, after notice of intent to relocate the D&H dispatching function. As a result, and to avoid any dispute concerning Mr. Leacock's eligibility for full benefits provided by Appendix I in conjunction with the relocation of the D&H work, it is agreed that Mr. Leacock is entitled to a Relocation Allowance in accordance with section VIII in full and final settlement of any additional relocation expense he may incur as a result of this transaction.

Further, employees who are required to make training/road trips as a result of this transaction will be paid in accordance with Rule 35 of the July 15, 1985, schedule of rules.

Inasmuch as this transaction will not result in excess train dispatchers and we are in the process of hiring/training extra dispatchers, Section VIII does not apply to this transaction. However, in consideration of the fact that dispatcher Vanderburg is currently on a medical leave and will not relocate to Minneapolis, we are agreeable to allowing him or his estate a \$5000 lump sum for the purpose of offsetting expenses of moving his household goods back to Albany, New York.

Section IV of the July 10, 1996, Implementing Agreement will apply to this transaction and Rule 1 of the July 15, 1985, Schedule Agreement will be modified to accommodate the consolidation of the D&H dispatching office by providing that the Company may establish one additional Manager Dispatching position

Mr. Gordon Smith & David Volz
September 16, 1999
Page 3

(Chief Dispatcher) in the Minneapolis Dispatching Office,
depending on the needs of the operation.

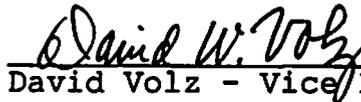
Sincerely,


Cathryn S. Frankenberg
Assistant Vice President
Labor Relations & Human Resources - US

I concur:


Gordon Smith - General Chairman

Approved:


David Volz - Vice President

Dated: 9/27/99

**IMPLEMENTING AGREEMENT
BETWEEN THE
AMERICAN TRAIN DISPATCHERS' ASSOCIATION
AND THE
SOO LINE RAILROAD COMPANY**

The following agreement is entered into for the purpose of implementing the transfer of the dispatching function for the Soo District from Milwaukee, Wisconsin to Minneapolis, Minnesota as outlined in Carrier's notice of April 1, 1996 in accordance with the June 16, 1966 Mediation Agreement effective August 1, 1996 and the Chicago office on or around November 15, 1996. This transaction will involve the transfer of territory and the elimination of the Milwaukee and Chicago Dispatching Offices.

This entire transaction will be accomplished in phases beginning with the Dakota/Iowa desk on or about August 1; Wisconsin desk on or around August 15; River desk on or around August 19; Missouri desk on or around August 26 and the Minnesota desk on or around August 31, 1996. The transfer of the Chicago dispatching function will not be transferred until after November 15, 1996.

Now, therefore, it is agreed by and between the parties hereto as follows:

IT IS AGREED:

- I. On or after August 1, 1996, but not to exceed one year from the date of this Agreement the following concurrent changes will be made:
 - A. On or around August 1, 1996 the Carrier will transfer the responsibility for the dispatching function for the Soo District from Milwaukee, Wisconsin to Minneapolis, Minnesota.

Concurrent with the work transfer, existing positions headquartered in Milwaukee will be transferred and established in Minneapolis, Minnesota.

- B. On or after November 15, 1996, the Carrier will transfer the responsibility for the dispatching function currently located in Chicago Union Station to Minneapolis, Minnesota. Concurrent with the work transfer, existing positions headquartered in Chicago will be abolished; the territory will be split into two desks and eight positions will be established in Minneapolis to cover the territory.

NOTE: It is understood that during the interim period between the installation of the first phase and final completion of the referred to work transfer, four tag end days will not constitute a regular assignment and failure to establish a regular position will not be considered a violation of the Schedule Agreement.

- II. A. Regularly assigned dispatchers including Guaranteed Assigned Train Dispatchers accepting positions in the Minneapolis office will be afforded the benefits of Appendix 1 of the July 1, 1985 Employee Protective Agreement, as amended, and attached herewith as Appendix 1. Unfilled vacancies will be bulletined to extra dispatchers on the system. It is understood that any train dispatcher currently assigned to a position responsible for dispatching the former D&H territory who subsequently wishes to relocate to Minneapolis shall be subject to all provisions of this agreement.
- B. Extra dispatchers, for the purposes of this Agreement, who transfer to Minneapolis as extra dispatchers will be afforded the benefits of this Agreement if the needs of service necessitate.
- C. It is understood that train dispatchers who have put their homes up for sale or have sold their homes in anticipation of this relocation since April 1, 1996 shall be afforded the benefits of this agreement.
- D. If the intended relocation is not made on the transfer date, the Carrier will provide suitable lodging and reasonable and necessary expenses for individual train dispatchers and their dependents who have vacated their residence or commenced moving and are not released to report to the new work location. Expenses shall continue on a day to day basis until the employee is released to proceed to his/her new location.
- E. In lieu of the Relocation Allowance provided in VIII of Appendix 1 of the July 1, 1985 Employee Protective Agreement, Regularly assigned train dispatchers, including Guaranteed Assigned Train Dispatchers accepting positions within the Minneapolis Office and relocating his/her residence in conjunction with this work transfer will receive a \$6,000 lump sum payment within thirty (30) days of

the date of relocation. If the employee voluntarily leaves the Carrier's service within twelve (12) months of the date of transfer, the Carrier must be reimbursed the entire amount less taxes withheld. The monies must be repaid within one week of such action or any other arrangements made with the Carrier.

- F. The Company shall furnish each individual train dispatcher intending to relocate an information manual to assist in their relocation. Said manual to be furnished upon employee's notification of intent to relocate to the Company's Manager of Compensation and Relocation.
- G. The Company will provide information regarding availability of child care facilities to employees, upon request of the Manager of Benefits.
- H. Any train dispatcher currently holding seniority, who has been promoted with the Company or other authorized leave of absence and returns to train dispatching service in accordance with provisions of the schedule agreement, shall be subject to all provisions of this agreement.
- I. If an employee is furloughed within three (3) years after changing his/her point of employment as a result of this coordination, such employee will be entitled to the moving and relocation benefits of the June 16, 1966 Mediation Agreement to return to his original point of employment and resign his employment relationship.
- J. The Company will allow parking on Company-owned property in Minneapolis at no cost to the employee and coordinate shuttle service to and from the site or other coordinated sites at the shared expense of the employees to coincide with the three shift changes.

The Company will provide information regarding public transportation availability.

The Company will make an effort to negotiate group off-hour/weekend parking rates at parking ramps/lots in the vicinity of and with access to the Soo Line Building, in behalf of Soo Line employees.

- III. It is understood that the Carrier may utilize individuals choosing not to follow their work to Minneapolis, or those electing a separation allowance as provided herein, on a temporary basis in Minneapolis or Milwaukee, should the requirements of service necessitate, for a period not to exceed ninety (90) days from the date of the work transfer. While so utilized the individuals shall be paid the rate of the position worked and necessary actual expenses if held away from home point, including but not limited to transportation to and from the Milwaukee area (on rest days), lodging, meals, transportation in Minneapolis as well as any

other reasonable expense incurred as a result of this utilization.

- IV. In consideration of the work transfer and the consolidation of the Chicago Office which will result in the splitting of the territory for which the Chicago Office was responsible, the Carrier will establish one additional Manager Dispatching position (Chief Dispatcher) in the Minneapolis Dispatching office. It is recognized that the positions referred to by the Carrier as Manager's Dispatching except the Managers of Power Management, are synonymous to those referred to as "Chief Dispatchers" in Rule 1 of the July 15, 1985 Schedule Agreement.
- V. Any Train Dispatcher who, as a result of the changes referred to in this agreement, obtains a regular assignment as a Train Dispatcher and/or who must protect extra Train Dispatching service on an assignment or territory with which he is not familiar, shall be compensated for time necessary to break in and qualify for said assignment at the applicable Train Dispatchers' rate of pay, such break in time to be determined by the Manager Dispatching. Extra Train Dispatchers will be allowed break in time as determined by the Manager Dispatching. If directed by the Manager Dispatching to make a trip over the road to familiarize himself with the physical characteristics of the road, Train Dispatchers shall be paid on the basis of the applicable Train Dispatchers' straight time pay rate for eight hours for each day such service is performed.
- VI. If, as a result of the changes in assignments covered by this agreement, a Train Dispatcher, obtaining or retaining a regular assignment, transfers from one regular assignment to another regular assignment with different rest days and as a result of such different rest days is unable to work in the calendar month in which the changes made an equal number of days to what he would have worked had he continued on his former assignment, he will be paid sufficient additional days to make up the shortage. If a Train Dispatcher covered by this section is caused to work in excess of five consecutive days, he shall be compensated for service on such sixth and/or seventh day in accordance with Rule 11 of the Schedule Agreement.
- VII. Sixty (60) days after the complete consolidation of the positions under paragraph I above, or as otherwise agreed, all positions in the Minneapolis Dispatching office will be bulletined per Rule 22 to the dispatchers located in the Minneapolis office.
- VIII. In conjunction with this transfer of work, the Company will allow a maximum of two separation allowances, in seniority order, to regularly assigned train dispatchers who have a minimum of 5 years of service and are required to relocate and desire to resign and accept a separation allowance as follows:

A lump sum separation allowance equivalent to that provided for in Section 7 of the June 16, 1966 Mediation Agreement.

A lump sum separation allowance equivalent to that provided for in Section 7 of the June 16, 1966 Mediation Agreement payable in equal monthly payments not to exceed a period of 24 months. Employees electing monthly payments may continue to receive health and welfare coverage at their own expense, which will be deducted from the monthly payment. Employees electing this option shall be relieved from duty but considered in active service until the expiration of the last monthly payment at which time their service and seniority shall be terminated. Separation and compensation paid in these monthly payments will be considered the same as regular compensation insofar as taxation is concerned but will not be considered as qualifying payments for the purpose of vacation or any other compensation benefits.

This agreement does not modify or in any way affect schedule rules or agreements, or the Employee Protective Agreement of July 1, 1985, or the June 16, 1966 mediation agreement except as provided herein. This agreement shall become effective on July 10, 1996 .

For the

AMERICAN TRAIN DISPATCHERS'
DEPARTMENT

Jeffrey M Varney
General chairman

Approved:

David W. Taly

For the

SOO LINE RAILROAD COMPANY

Cathryn S Frankenber
AVP Labor Relations

Dated: July 17, 1996

July 2, 1996

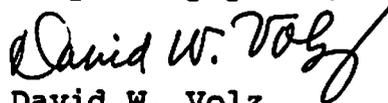
Ms. Robin L. Mullaney
Director Labor Relations
CP Rail System
Soo Line Building, Box 530
Minneapolis, Minnesota 55440

Dear Robin:

This will confirm our discussion of July 2, 1996 concerning the application and intent of the second paragraph of Article I A of the Implementing Agreement dated July 17, 1996, as far as the reference to the transfer of "existing positions headquartered in Milwaukee ..".

During our discussion it was agreed that the referenced language was not intended to deprive individuals who do not desire to relocate to Minneapolis of the right to exercise seniority to other train dispatcher positions in Chicago or Spring Hill. Such dispatchers may exercise seniority to displace junior train dispatchers within the time limits provided in Rule 19, beginning with the date their position is eliminated in Milwaukee.

Very truly yours,



David W. Volz
Vice President

I concur:



Side Letter No. 1

EMPLOYEE RELOCATION GUIDELINES
FOR TRANSFERRED EMPLOYEES

Eligibility and Coverage

The provisions of these guidelines apply to Railroad approved relocations of employees effective on or after the effective date of this agreement.

I.

Sale of Residence

A relocating homeowner employee has the option of either selling his/her house to a third party relocation service or selling his/her house independently (with or without the aid of a real estate broker). This section applies to the employee's primary residence only, and does not apply to vacation homes, income or investment property, or mobile homes.

1. Sale of Residence to Relocation Service

- A. The employee notifies the Assistant Vice President-Human Resources (AVP-HR) of his/her interest to use a third party relocation service within 15 calendar days of accepting his/her transfer.
- B. The AVP-HR contacts the appropriate Relocation Coordinator, who, in turn, assigns a relocation service.
- C. The third party relocation service will make an offer to purchase the property based on its fair market value, which shall be determined as of a date sufficiently prior to the date of the Transaction so as to be unaffected thereby.
- D. Should a controversy arise in respect to the fair market value of the property and the loss sustained in its sale, it shall be decided through joint conference between the employee, or his/her 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 licensed real estate appraisers, selected in the following manner. One to be selected by the representatives of the employee 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 Society of Residential Appraisers 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.

- E. The employee will have forty-five (45) days from the time the offer is made in which to accept or reject the service's offer. If there is a dispute as to the fair market value of the property, the price accepted shall be subject to adjustment to reflect the price ultimately established under D above. If the offer is accepted by the employee, the service will take title to the property and will pay the employee his/her equity in the property to facilitate purchase of property at the employee's new location. The employee will have sixty (60) days in which to vacate the property starting on the day the offer is accepted.
- F. During the 45-day offer period, the employee may attempt to sell the property independently, subject to a restriction that any real estate broker engaged must agree to cancel the listing of the property without commission or obligation in the event the employee decides to accept the third party relocation service's offer. If the employee successfully sells his/her house in this manner, he/she may assign the sale to the third party service. The service will offer to immediately pay the employee the equity in the property and will handle the details regarding the close of the property. The employee should contact the AVP-HR for advice before accepting an offer arranged outside of the third party firm offer. (Caution: There may be times when the independent offer will net the employee less than the third party offer due to deductions from the overage in assigned sales situations for such items as points, repairs and buyer's closing costs which the seller agrees to pay.)

- G. If the employee accepts the purchase offer made by the third party relocation service, any loss/gain on the subsequent resale of the property will be assessed to the Railroad.
- H. If the third party relocation firm's services are utilized, the Railroad will be directly billed by the party firm for all expenses incurred in connection with the handling of the sale of the employee's property.

2. Personal Sale of Residence

An employee wishing to sell his/her house may do so by personally handling the transaction or by utilizing a real estate broker. The reimbursed expenses incurred to sell the property are subject to the following conditions.

- A. The employee indicates to the AVP-HR his/her intention to sell his/her house independently of the third party relocation service.
- B. If the employee sells his/her house without the aid of a real estate broker, the employee will receive four percent (4%) of the sale price of the home from the Railroad at the time of closing. To receive the four percent payment when selling the house independently of a broker, the following conditions must be met:
 - 1) The employee must have a contract of sale before the expiration of the employee's third party relocation offer.
 - 2) The employee must pay his/her own selling expenses (e.g., advertising/promoting the house, maintenance costs, etc.).
- C. When the employee elects to utilize the services of a real estate broker, the employee must consummate the sale and close of his/her property within four (4) months from the effective date of transfer in order to be reimbursed for expenses incurred.
- D. Reimbursement will be made for reasonable and customary expenses incurred in the marketing and sale of the property. FHA, VA or conventional seller's points are

not covered. Representative expenses eligible for reimbursement include:

- real estate broker's fee
- attorney's fee
- title expense or title insurance
- transfer taxes
- mortgage pre-payment penalties

- E. Reimbursement of the above costs are subject to the submission of a final, legible, executed copy of the closing statement document(s) and other necessary statements or receipts substantiating expenses incurred in the transaction.

3. Lump Sum Real Estate Settlement

An employee who owns his/her home or is purchasing his/her home may, in lieu of all benefits contained in this Appendix 1, as amended, elect the following:

- A. Each qualified homeowner electing this option will be paid twenty (20) percent of the fair market value of his home, or \$25,000, whichever amount is less. In each case the fair market value shall be determined as of a date sufficiently prior to the date he is required to move to be unaffected thereby. If the employee voluntarily leaves the Carrier's service prior to the expiration of 12 months from the date transferred he/she must reimburse the Carrier the entire lump sum payment, less taxes withheld. These must be repaid within one week of such action or by other arrangements made with the Carrier.
- B. The protected employee will be permitted to retain title to his home and will retain responsibility for any and all indebtedness outstanding against his home. The Carrier will assume no liability whatever in connection therewith.
- C. If the protected employee purchases a different home between the date of the Employee Protective Agreement and the date he is required to move, he will be entitled to the benefits in this Article on the basis of application of the terms hereof to the home he owned prior to the date of the Employee Protective Agreement. This paragraph C shall no longer be in effect on July 1, 1987.
- D. The protected employee qualified to participate in this property settlement and electing this Option (1) will notify the Carrier within thirty (30) days of the date he is required to move, providing evidence of ownership and length of such ownership, whereupon payment provided herein shall be made within thirty (30) days thereafter.
- E. Should a controversy arise with respect to the fair market value as referred to in this option, it shall be decided in accordance with Section 1, Paragraph "D", of this Article.

II.

Double Housing Expenses

The Railroad will reimburse an employee for certain expenses in connection with his/her primary residence at the old location if it remains unsold after the employee begins making payments on his/her primary residence at the new location. Expenses will be reimbursed for a period of up to sixty (60) days.

Representative expenses at the old location which will be reimbursed are:

- mortgage interest payments
- prorated real estate taxes
- utilities
- maintenance costs

If the third party service is used, double housing normally will not be paid.

III.

Disposal of Leased Residence at "Old" Location

- A. A transferring employee who is renting his/her residence will be reimbursed for expenses incurred in terminating his/her lease.
- B. Eligible renters/mobile homeowners may elect a maximum lump sum payment of \$12,000 in lieu of all other benefits of this Appendix 1, as amended. If the employee voluntarily leaves the Carrier's service prior to the expiration of 12 months from the date transferred he/she must reimburse the Carrier the entire lump sum payment, less taxes withheld. These must be repaid within one week of such action or by other arrangements made with the Carrier.

IV.

Finding a New Residence

The transferring employee will be reimbursed for reasonable and customary expenses incurred while selecting and securing a residence at the employee's new location. Homefinding assistance will be offered to the employee and arranged through the Railroad.

1. "House Hunting" Visits: Reimbursement will be made to the employee and spouse for reasonable expenses up to a maximum of two (2) trips for six (6) days total for visits to the

new location for the purpose of selecting a residence and moving. (Reimbursement will include reasonable child care expenses in lieu of children accompanying the employee.)

2. Purchase of Residence: Reimbursement will be made to employees who own a home at the old location for reasonable and customary out-of-pocket expenses incurred in purchasing a home at the new location, up to a maximum of three percent (3%) of the purchase price of the employee's new home. Buyer's discount points which serve to reduce the mortgage interest rate will not be reimbursed. Seller's points passed on to the buyer will not be reimbursed. Representative costs for purchasing a home include:

- attorney fees
- closing costs
- title insurance (non-refundable)
- loan origination fees
- legally required inspections
- transfer taxes
- credit reports
- title search

3. Securing a Lease: Reimbursement will be made to the employee for reasonable and customary non-refundable expenses incurred in securing a lease at the new location. (This provision does not cover refundable charges such as damage, cleaning or security deposits.) Representative allowance expenses include:

- apartment broker's fee
- credit check
- non-refundable cleaning or pet

V.

Actual Movement to the New Location

1. Personal and Family Travel

Reimbursement will be made to the employee for actual and necessary expenses incurred in transporting the employee and his/her family to the new location. It is expected that a direct route to the new location will be followed. If a personal automobile is used, reimbursement will be made at the standard reimbursement rate for each automobile. If a common carrier is used, reimbursement will be made on the basis of "family plan" or "coach" fares. Additional en route transportation expenses which will be reimbursed are

tolls, meals and lodging. Any reimbursement for actual wage loss will be in accordance with Section IV of this Agreement.

2. Shipment of Household Goods and Personal Effects

- A. The transportation of an employee's household goods will be arranged by the Human Resources Department. They will select, schedule and reimburse the moving company, working cooperatively with the employee.
- B. The Railroad will pay for the costs of packing, shipping, unpacking and insuring the normal household furnishings and personal effects belonging to the employee and his/her family.
- C. This provision does not include coverage for the movement of boats over fourteen (14) feet in length, mobile homes or heavy power tools, household pets and the insurance for personal collections.

3. Storage of Household Goods

The Railroad will pay for reasonable and necessary storage costs for household goods if approved in advance by the AVP-HR, which approval shall not be unreasonably withheld. The maximum time the employee's goods may be stored is sixty (60) days.

VI.

Mobile Homes

Railroad will authorize the movement of an employee's mobile home in lieu of moving household effects by a household goods carrier.

Authorized Allowances

Actual and reasonable charges for transportation, including fees and permits, will be paid by Railroad.

If the employee chooses to sell his/her mobile home, Railroad shall authorize payment of a real estate fee of up to ten percent (10%). The amount of the fee will be paid upon proof of completion of the sale by a licensed real estate broker. Sale of the mobile home must be completed within one (1) year of the date of the employee's relocation.

Insurance for the contents of mobile homes is covered under the transport rate and includes full coverage based on replacement cost at location of loss or damage caused by collision, upset, accident or theft. Coverage excludes tire failure, mechanical or structural breakdown.

Insurance on the contents, not a fixed part of the unit, should be based on the actual value, but limited to \$10,000 maximum. Employees owning mobile homes should be aware that there are more than ordinary risks involved in moving large mobile homes, and the employee must be prepared to fully insure the mobile home against any and all possible damage, even if a commercial hauler pulls the home.

Actual charges for disconnecting and connecting water, electricity, gas or fuel, sanitation, blocking and unblocking and appliance servicing will be reimbursed upon submission of expense receipts.

Packing and unpacking service is authorized.

If employees choose to transport their own home trailer (i.e., pull it with their own vehicle), Railroad will reimburse them for special state and local fees and tolls involved in moving the trailer only on the basis of receipt for actual cost and will allow a total of 26¢ per mile allowance. Railroad assumes no liability for damage to or loss of the trailer or its contents.

VII.

Interim Living

1. Employee

A. A transferring employee will be reimbursed for actual reasonable temporary living expenses at the new location for a period not to exceed sixty (60) days from the effective date of transfer if he/she is unable to move directly into his/her residence. Temporary living expenses include:

- cost of lodging
- cost of meals that would normally be eaten at home (morning and evening meals)
- grocery costs in lieu of meals eaten outside the home

Receipts are required for all expenses over \$25. The maximum reimbursement hereunder shall be \$50 per day.

- B. Employees will be reimbursed for the actual costs of a reasonable number of trips between the new and old location to visit his/her family before they are moved (not to exceed once every two weeks).

2. Family

If the employee's family cannot move directly into their residence at the new location, the actual cost of reasonable temporary living expenses for the family will be reimbursed for a period not to exceed thirty (30) days. This thirty-day period is included within the employee's sixty-day total coverage. The maximum reimbursement hereunder for both employee and family shall be \$100 per day.

VIII.

Relocation Allowance

In addition to the expense reimbursements described elsewhere in this guideline, the Railroad will provide a relocation allowance for incidental expenditures. This allowance is intended to cover items such as: disconnecting and reconnecting appliances; rug and drape altering; shipment of pets; shipment of boats; and shipment of heavy power tools. The relocation allowance is as follows:

1. For employees who are homeowners at the old location: Twenty days' base pay at the employee's effective daily rate at his/her new location will be paid.
2. For non-homeowner employees: Ten days' base pay at the employee's effective daily rate at the new location will be paid.

IX.

Mortgage Interest Rate Differential (MID)

The Railroad shall provide additional assistance for a three (3) year period to an employee who, due to his/her relocation, experiences greater housing costs because the interest rate on the home mortgage at the new location is higher than the interest rate on the mortgage at the old location.

A mortgage interest rate differential (MID) will be paid in an amount representing the difference between the old and new mortgage interest rates times the balance of the old mortgage as of the date of closing on the sale of the employee's old residence.

If an employee has two or more mortgages on his/her old or new residence, the weighted average of the applicable interest rates and the total of all mortgages on the employee's old residence will be used as the basis for calculating the MID.

The employee will receive the MID in three payments. The first payment will be made on or after the date the employee closes both the sale on his/her old residence and the purchase of his/her new residence. The second payment will be made on or shortly after the first anniversary of the first installment. The third payment will be made on or shortly after the second anniversary of the first installment. Verification from the lending institution of the current interest rate is required prior to the payment of the second and third MID. Refinancing costs may be reimbursed in lieu of future MID payments but will not exceed the amount of the remaining MID costs. (Note: If an employee relocates again before the three year period covered by his/her original MID allowance has expired, under circumstances which would entitle the employee to benefits under this or a similar plan, an adjustment will be made to any remaining MID payments to reflect the difference between the interest rate on the employee's newest residence and the interest rate of the start of the three year period. A new three year period will begin at the time of the second relocation.)

Payments will be made only to active, current Railroad employees at the time the MID becomes payable, who are occupying as their primary residence the property, the purchase of which gave rise to the MID allowance.

EXHIBIT 3



American Train Dispatchers Association

AFL-CIO & TTD - RAIL DIVISION
108 TOWER BLUFF • CIBOLO, TEXAS 78108-2308
TELEPHONE: (210) 455-9294 • FAX: (210) 467-5239
EMAIL ADDRESS: atdavolz@aol.com

David W. Volz
Vice President

June 11, 2015

VIA USPS CERTIFIED MAIL 7012 3460 0002 7438 2935
RETURN RECEIPT REQUESTED

Mr. Myron Becker, AVP Labor Relations
CP/SOO Line Railroad
120 S. 6th St. - Suite 800
Minneapolis, MN 55402

Dear Sir:

As you know, the Surface Transportation Board (STB) approved the purchase of the D&H South Lines by the Norfolk Southern Railroad (NS) on May 15, 2015. As part of its approval the STB imposed the *New York Dock Employee Protective Conditions (NYD)* to the transaction.

On May 18, 2015, the NS served notice on the ATDA of its intent "to exercise authority conferred by the STB in its Decision to acquire and operate the D&H South Lines on or about August 16, 2015." We have yet to receive a notice from the SOO. I remind you that "no change in operations, services, facilities, or equipment shall occur until after an agreement is reached" under Article I, Section 4 of *NYD*.

Please advise when we should expect to receive a notice pursuant to Article I, Section 4 of *NYD*.

Thank you.

Very truly yours,

David W. Volz
Vice President

cc: F. Leo McCann, President
Gordon Smith, General Chairman

EXHIBIT 4



Soo Line Railroad
Labor Relations
Suite 800
120 S. 6th St
Minneapolis, MN 55402

June 27, 2015

Mr. David W. Volz
Vice President-
American Train Dispatchers Association
108 Tower Bluff
Cibolo, TX 78108-2308

Dear Sir:

This will acknowledge receipt of and respond to your letter dated June 22, 2015 to Myron Becker, AVP-Labor Relations. Mr. Becker has asked that I respond on his behalf.

Your letter refers to the letter from Mr. Becker dated June 16, 2015 wherein Mr. Gordon Smith, General Chairman, ATDA was given notice pursuant the Article 1, Section 4 of the 1966 Mediation Agreement of Soo Line's intent to combine and separate Dispatcher positions in the Minneapolis Operations Center on or after August 14, 2015.

In your June 22, 2015 letter you advise that is it your position that the above referenced "...notice is improper and invalid." The Company, Soo Line Railroad Company (Soo Line), does not agree. To the contrary, pursuant to Article I, Section 2, paragraph C of the 1966 Mediation Agreement, when "...*Train dispatching districts or territories are combined or separated, in whole or in part...*" Soo is obligated to provide notice, which it did on June 16, 2015. As indicated in that notice, no train dispatchers will be required to change their place of residence as a result of the proposed changes; thus, the notice period of sixty (60) days as contained in the notice was applicable.

You also express the position in your letter that because some of the changes identified by the Soo Line would occur coincident or relatively close to the anticipated closing date of the Delaware and Hudson Railway's (D&H) sale of certain assets to Norfolk Southern Railway (NS), that, in your opinion, the Soo Line is obligated to issue notice pursuant to Article I, Section 4 of the New York Dock protective conditions which conditions, as modified by Wilmington Terminal (NYD), were imposed by the Surface Transportation Board (STB) in its decision authorizing that transaction. Soo Line, the employer of the train dispatchers represented by ATDA, disagrees with this contention.

The employees involved and those to which reference is made in Soo's June 16, 2015 notice are Train Dispatchers employed by Soo, working under the ATDA-Soo Line Collective Bargaining Agreement. There is no requirement for the STB (formerly the Interstate Commerce Commission) to authorize Soo Line's abolishment and re-establishment of Soo Line Dispatcher positons.

Mr. David Volz
June 27, 2015
Page 2

Further, Soo Line is not a *party* involved in the sale of certain assets to NS, which sale was the subject of the STB's review and authorization. D&H and NS are the only railroad *parties* to that transaction and are the only railroads subject to the STB's decision imposing *NYD* protective conditions related to the transaction.

Therefore, inasmuch as the *NYD* conditions are not applicable to the Soo Line here, Soo does not agree that there is a *dispute* which is subject to the dispute resolution provisions of the *NYD* conditions. Nor is there any obligation that Soo Line proceed under the *NYD* dispute resolution process for which your letter purports to be a "notice in writing".

In summary, Soo does not agree that a 'notice' pursuant to Article 1, Section 4 of the *NYD Conditions* is required or applicable to the changes referenced in Soo's notice to ATDA General Chairman Smith dated June 16, 2015. Further, D&H does not agree that the *NYD* conditions imposed by STB regarding the D&H sale of certain assets to Norfolk Southern requires a notice to ATDA by D&H as D&H has no dispatcher employees and has no employees represented by ATDA. The notice and the protective conditions that apply in this instance are the notice that was given by Soo Line on June 16, 2015 and the protective conditions contained in the 1966 Mediation Agreement.

Without retreating in any way from the positions expressed on behalf of Mr. Becker for Soo and/or D&H, Soo is agreeable to discuss the changes in Soo's notice dated June 16, 2015. I will arrange for time and meeting accommodations at our offices in Minneapolis on July 9, 2015. If that date is not convenient, please suggest an alternate for our consideration.

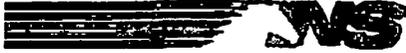
Yours truly,



Dale McPherson
Director, Labor Relations
Soo Line Railroad Company

CC: Myron Becker-AVP LR, Soo, D&H
F. Leo McCann, President
Gordon Smith, GC-ATDA
Christine Marier, LRO SOO,

EXHIBIT 5



Norfolk Southern Corporation
223 East City Hall Avenue
Norfolk, Virginia 23510-1728

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

May 18, 2015

CD-20-1146

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

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

Dear Mr. Broyles:

As information, attached you will find the STB Decision in Finance Docket 35873, served on May 15, 2015. The STB has approved the acquisition of control by NS of 282.55 miles of Delaware & Hudson Railway Company (D&H) rail located in 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, NS filed 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 4874 at Schenectady, NY.

Employee Protection Conditions have been imposed 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, 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).

Norfolk Southern Railway Company intends to exercise authority conferred by the STB in its Decision to acquire and operate the D&H South Lines on or about August 16, 2015. Enclosed is a copy of the notice posted in the Harrisburg Division Dispatch Office.

As previously discussed, we are scheduled to meet in Indianapolis, Indiana, on June 2, 2015 to discuss the transaction.

Very truly yours,



Enclosure

Operating Subsidiary: Norfolk Southern Railway Company

MAY 18, 2015

NOTICE TO TRAIN DISPATCHERS

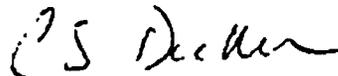
AT

HARRISBURG, PENNSYLVANIA

Pursuant to Article 1, Section 4 of the New York Dock conditions, notice is hereby given of the intention of Norfolk Southern Railway Company to exercise authority conferred by the STB Decision in Finance Docket 35873 to acquire the D&H South Lines on or about August 16, 2015.

As a result of the transaction, it is anticipated that one (1) additional desk will be established, consisting of four (4) dispatcher positions, in the Harrisburg Dispatch Office.

Any employee adversely affected as a result of this transaction will be entitled to coverage under the applicable protective conditions.



Christopher S. Decker
Director Labor Relations
Norfolk Southern Railway Company

EXHIBIT 6



Norfolk Southern Corporation
223 East City Hall Avenue
Norfolk, Virginia 23510-1728

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

August 7, 2015

CD-20-1146

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

Dear Mr. Broyles:

This is in reference to my letter to you dated May 18, 2015, and our subsequent discussions regarding Norfolk Southern's pending acquisition of the D&H South Lines.

As previously discussed, the Carrier had proposed a broad rearrangement in the Harrisburg Division Dispatching Office in connection with the pending acquisition of the D&H South Lines. The plan would have included the establishment of a new dispatching desk in the office and rearrangement of three other desks. As I advised you today, the Carrier no longer intends to make the broad changes in the office that we had discussed. Instead, the Carrier will establish a new dispatching desk that will solely handle the acquired territory without any need for rearrangement in the office. Therefore, my letter and the attached notice dated May 18, 2015 are withdrawn.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Chris Decker'.

EXHIBIT 7

POSITION ADVERTISEMENT - BULLETIN NUMBER 006

NORFOLK SOUTHERN

UNION: ATDA

POSTED: 8/09/2015

**Bids Will Be Accepted Until 5:00 PM 8/14/2015
For The Positions Listed**

EFFECTIVE 8/15/2015

.....
**Show On Bid Application Form Your Current Roster Date. Also, Show Name Of
Supervisor and His/Her Telephone Number. Forward All Bid Applications To
Transportation Office, At Address Noted Below. It Is The Employee's Responsibility To Ensure
That Applications Are Received By This Office Prior To The Deadline Noted.**

SMART NO. 7-541-2164, BELL 717-541-2164, FAX NO. 7-541-2414

.....

APPLICATION SHOULD BE MADE AND SENT TO:

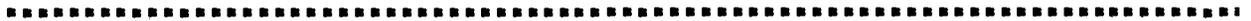
**ASSIGNMENT CLERK
TRANSPORTATION OFFICE
4600 DEER PATH ROAD
HARRISBURG, PA 17110**

PANAFAX NUMBER 541-2414

**ADVERTISEMENT BULLETIN
BULLETIN NO. 006**



Position: D&H TRAIN DISPATCHER (D0166)
Location: 4600 Deer Path Road
Harrisburg, PA 17110
Tour of Duty: 7:00 AM – 3:00 PM
Rest Days: Friday/Saturday
Meal Period: Per Agreement
Daily Rate: \$314.82
TERRITORY: Freight Subdivision from MP HA 612.75 to MP HA 485 and territory not controlled by Binghamton Yardmasters, Sunbury Line from CP Kase, MP HA 752.0, to Binghamton Terminal Limit, MP HA 620.2.
Additional Information: In order to facilitate training, the dispatcher awarded the position will be assigned to train, Monday-Friday, during 1st shift (7am-3pm), rest days Saturday and Sunday. This training schedule will continue until the date of acquisition, anticipated to be September 19, 2015. The dispatcher awarded the position will be advised of such acquisition prior to the actual date.



Position: D&H TRAIN DISPATCHER (D0167)
Location: 4600 Deer Path Road
Harrisburg, PA 17110
Tour of Duty: 3:00 PM – 11:00 PM
Rest Days: Sunday/Monday
Meal Period: Per Agreement
Daily Rate: \$314.82
TERRITORY: Freight Subdivision from MP HA 612.75 to MP HA 485 and territory not controlled by Binghamton Yardmasters, Sunbury Line from CP Kase, MP HA 752.0, to Binghamton Terminal Limit, MP HA 620.2.
Additional Information: In order to facilitate training, the dispatcher awarded the position will be assigned to train, Monday-Friday, during 1st shift (7am-3pm), rest days Saturday and Sunday. This training schedule will continue until the date of acquisition, anticipated to be September 19, 2015. The dispatcher awarded the position will be advised of such acquisition prior to the actual date.



Position: D&H TRAIN DISPATCHER (D0168)
Location: 4600 Deer Path Road
Harrisburg, PA 17110
Tour of Duty: 11:00 PM – 7:00 AM
Rest Days: Monday/Tuesday
Meal Period: Per Agreement
Daily Rate: \$314.82

TERRITORY: Freight Subdivision from MP HA 612.75 to MP HA 485 and territory not controlled by Binghamton Yardmasters, Sunbury Line from CP Kase, MP HA 752.0, to Binghamton Terminal Limit, MP HA 620.2.

Additional Information: In order to facilitate training, the dispatcher awarded the position will be assigned to train, Monday-Friday, during 1st shift (7am-3pm), rest days Saturday and Sunday. This training schedule will continue until the date of acquisition, anticipated to be September 19, 2015. The dispatcher awarded the position will be advised of such acquisition prior to the actual date.

.....

Position: D&H TRAIN DISPATCHER (DR054)

Location: 4600 Deer Path Road
Harrisburg, PA 17110

Tour of Duty: Various
Friday/Saturday D0166 7:00AM – 3:00 PM
Sunday/Monday D0167 3:00 PM – 11:00 PM
Tuesday D0168 11:00 PM – 7:00 AM

Rest Days: Wednesday/Thursday
Meal Period: Per Agreement
Daily Rate: \$314.82

TERRITORY: Freight Subdivision from MP HA 612.75 to MP HA 485 and territory not controlled by Binghamton Yardmasters, Sunbury Line from CP Kase, MP HA 752.0, to Binghamton Terminal Limit, MP HA 620.2.

Additional Information: In order to facilitate training, the dispatcher awarded the position will be assigned to train, Monday-Friday, during 1st shift (7am-3pm), rest days Saturday and Sunday. This training schedule will continue until the date of acquisition, anticipated to be September 19, 2015. The dispatcher awarded the position will be advised of such acquisition prior to the actual date.

.....

Position: TRAIN DISPATCHER (GAD) Assignment (DE508)

Location: 4600 Deer Path Road
Harrisburg, PA 17110

Tour of Duty: As Assigned

Rest Days: As Assigned
Meal Period: Per Agreement
Daily Rate: \$314.82

TERRITORY: GAD List – Protect vacancies in Harrisburg Dispatch Office.

.....

**AWARDS TO BULLETIN NO. 005 DATED 7/28/15
EFFECTIVE 8/3/15**

DE508 No Bids - Readvertised

**M. D. Gooden
Division Superintendent
Harrisburg Division
Transportation Department**

EXHIBIT 8

American Train Dispatchers Association

R.R. Broyles, General Chairman
173 Firwood Drive
Bridgeville, PA 15017
Phone: 412-526-5623

August 10, 2015

**VIA EMAIL AND
CERTIFIED MAIL RRR 7015 0640 0006 8987 5343**

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

Mr. Decker,

This is to protest the Carrier's Position Advertisement Bulletin Number 006, which announces the creation of positions D0166, D0167, D0168, and DR054, all titled D&H Train Dispatcher. These positions are all being created to control rail traffic on the D&H Southern Line which NS is acquiring pursuant to authority granted by the Surface Transportation Board in Finance Docket 35873. As you well know, the STB imposed the *New York Dock* Conditions on its approval of the transaction and the Carrier has been engaged in bargaining with the Organization under Article I, Section 4 of those conditions for an implementing agreement to address the impact of the transaction on the employees the Organization represents.

Bulletin Number 006 is a unilateral action that violates *New York Dock* as it seeks to effect transaction-related changes before completion of the Section 4 bargaining process. If the Carrier desires to proceed without an agreed implementing agreement, Section 4 provides for arbitration to resolve the parties' differences. Absent such an agreement, whether achieved in direct negotiations or via arbitration, NS may not unilaterally cause the rearrangement of forces that Bulletin Number 006 announces. These new positions are being created and will be assigned solely to work the D&H territory being acquired; this work is a direct result of and would not exist but for the STB-approved transaction. Following the bidding or force-assigned process to fill them necessarily will cause vacated positions to be reassigned to other dispatchers in the Harrisburg office. This is precisely the kind of rearrangement of forces that *New York Dock* contemplates will be the subject of Section 4 negotiations. Indeed, it is exactly what was on the table during the Carrier's Section 4 bargaining with ATDA. Proceeding unilaterally to bring this about violates the Carrier's obligations under the law.

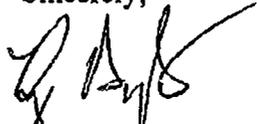
Furthermore, the terms described as "Additional Information" in the position descriptions explicitly state that the hours and compensation to be paid the employees filling the positions contradicts the established terms of the collective bargaining agreement insofar as the days of

work and rest days “to facilitate training” between the date the positions are awarded and “the date of acquisition, anticipated to be September 19, 2015.” Neither *New York Dock* nor the Railway Labor Act permits such unilateral changes unless the union agrees, which ATDA has not done.

For these reasons, ATDA demands that you rescind Bulletin Number 006 and not effectuate any assignment changes related to the acquisition of the D&H Southern Line unless and until an implementing agreement with this organization has been concluded. I look forward to your prompt reply.

This is further to respond to your letter of August 7, 2015, in which you state that NS has withdrawn its letter and notice of May 18, 2015, in connection with the same transaction. You apparently believe that the Carrier can evade its *New York Dock* obligations and act unilaterally simply by not formally notifying the Organization of its transaction-related intentions. That is a mistaken belief. NS remains obligated to enter into an implementing agreement with ATDA whether or not its notice has been withdrawn. You must now either issue a new notice or rescind your August 7 withdrawal. In either event, ATDA remains committed to honoring its obligations under *New York Dock* and trusts that the carrier will as well.

Sincerely,



Rory Broyles
General Chairman

Cc: R. Scacco, HBG Asst. Supt.
Cc: D. Gooden, HBG Div. Supt.
Cc: K. Tate, ATDA Local Chairman
Cc: L. McCann, ATDA President