A G R E E M E N T

BETWEEN

_____
(organization)

AND

_____
(company)

For the purpose of establishing a special adjustment board under Section 3, Second, of the Railway Labor Act, as amended by Public Law 89-456, and in accordance with the Rules of the National Mediation Board, and as result of the notice served under date of _____.

IT IS AGREED:

(A) There shall be established a special adjustment board which shall be designated by number assigned by the National Mediation Board and will hereinafter be referred to as the "Board".

(B) The Board shall consist of three members. One member shall be selected by the carrier and shall be known as the Carrier Member. Another member shall be selected by the Organization and shall be known as the Employee Member.

The Carrier Member of this Board shall be _____.

The Employee Member of this Board shall be _____.

A third party, who shall be Chairman of the Board, shall be a neutral person, unbiased as between the parties, and selected as provided in Paragraph (C) hereof.

(C) The Carrier Member and the Employee Member shall meet at a time and place acceptable to both parties within _____ days after execution of this agreement for the purpose of selecting the Neutral Member of the Board. If the party members can agree upon the Neutral Member and the person so selected accepts the appointment, then such person shall serve as a member of and as Chairman of the Board, subject to appointment by the NMB. If, within ten days after such first meeting, the party members are unable to agree upon the Neutral Member, the members, or either of them, may request the National Mediation Board to appoint the Neutral Member. Party members of the Board may be changed from time to time, or at any time, by the respective parties designating them. In case of a permanent or temporary vacancy on the Board, with respect to either party member or neutral, the vacancy shall be filled in the same manner as the original selection.

(D) The compensation and expenses of the Carrier Member shall be borne by the carrier. The compensation and expenses of the Employee Member shall be borne by the Organization. The compensation and expenses of the Neutral Member or Chairman shall be fixed and paid by the National Mediation Board. All other expenses shall be borne equally by the carrier and the Organization. The Board shall have the authority to employ a secretary and to incur such other expenses as are necessary for proper conduct of business.

(E) The Board shall meet at _____
city state
within _____ days after the Neutral Member is selected or appointed subject to the availability of the neutral and shall meet at regularly stated times thereafter until all matters submitted to it under this agreement are disposed of.

(F) Such Board shall have jurisdiction only of the claims and grievances shown on the attached list (Attachment "A"), submitted to it under this agreement, arising out of grievances or out of the interpretation or application of agreements governing rates of pay, rules or working conditions that may otherwise be referred to the National Railroad Adjustment Board or to Claims or Disputes Committees established by national agreements to deal with disputes that have arisen under certain national agreements. Said claims and grievances shall be and are only those (1) on which decision has been rendered by the highest officer designated to handle such claims or grievances, or (2) that have been pending before the National Railroad Adjustment Board for twelve months from the date the dispute (claim or grievance) was received by the NRAB.

No other claims or grievances shall be submitted to the Board except by agreement of both parties, subject to approval by the National Mediation Board and acceptance by the Neutral Member of the board.

The Board shall not have jurisdiction of disputes growing out of requests for changes in rates of pay, rules or working conditions nor have authority to change existing agreements or establish new rules.

The execution of this Agreement will in no way serve as a waiver of defenses or contentions of either party with respect to the propriety, jurisdiction or merits of any of the cases included as a part hereof or which may subsequently be included for disposition by this Board.

(G) The Board shall hold hearings on each claim or grievance submitted to it. At such hearings, the parties may be heard in person, by counsel or by other authorized representatives as they may elect. The parties may present, either orally or in writing, statements of fact, supporting evidence

and data and argument as to their position with regard to each case being considered by the Board. The Board shall have authority to request the production of additional evidence from either party.

(H) If any claim or grievance involves an employee while engaged in work subject to any rule contained in an agreement other than that under the administrative jurisdiction of the general committee of adjustment progressing the dispute hereunder, such claim or grievance will be disposed of under the recognized interpretation placed upon the schedule rule involved by the officials of the Company and the General Committee of the organization making that agreement; and the Board shall forthwith make written request for the delivery to it of any such existing interpretation within thirty days. In the absence of such established interpretation placed upon the schedule rule involved, the award issued in resolving the claim or grievance shall not constitute a precedent as to the interpretation or application of such schedule rule.

(I) A determination that a third party may have an interest in a work jurisdiction dispute shall be made by the Board as constituted with a Neutral Member to consider and dispose of the dispute. Where it is determined that a third party may have an interest in a dispute, such party shall be notified by the Board of the dispute and shall be furnished a copy of the claim and a copy of this agreement. Such third party shall be given reasonable notice of the date and time the dispute is to be heard by the Board and shall be afforded an opportunity to appear before the Board on such date and present its cases to the Board in a manner consistent with the rules and procedures adopted by the Board, including the right to appear at any executive session of the Board convened for the purpose of considering and adopting any

proposed award involving third parties. The Neutral Member of the Board shall be one of the two or more members of the Board determining whether a notice or hearing shall be given to third parties to the disputes and shall be one of the two or more members of the Board rendering an Award in a dispute where notice of hearings has been given to third parties.

No decision shall be rendered in a dispute involving one or more third parties unless it is resolved as to all parties involved. If in a judicial proceeding an award is held not binding on one or more of the parties, the Award shall be deemed not binding on any of the parties.

(J) The Board shall make findings of fact and render an award on each case submitted to it, within thirty (30) days after the close of the hearing of each claim, with the exception of such case or cases as may be withdrawn from the Board. A case may be withdrawn from the Board by the party submitting it prior to hearing thereon; a case may be withdrawn after hearing by mutual consent of the partisan members. The findings and award shall be in writing, and copies shall be furnished to each of the parties to the dispute. Such awards shall be final and binding on the parties to the dispute, except for such cause as prescribed by the Railway Labor Act, and if in favor of the petitioner, shall direct the other party to comply therewith on or before the day named. Each member of the Board shall have one vote and any two members of the Board shall be competent to render an award and to make any decision which the Board is empowered to make by statute or this agreement.

In case a dispute arises involving an interpretation or application of an award, the Board, upon request of either party, shall interpret the award in light of the dispute.

(K) The Board hereby established shall continue in existence until it has disposed of all claims and grievances submitted to it under this agreement, after which it will cease to exist, except for interpretation of its awards as above provided.

This agreement has been made and concluded this _____ day of _____, 19___.

For the Organization:

_____
Name

_____
Title

_____
Union

For the Carrier:

_____
Name

_____
Title

_____
Railroad

APPROVED BY:

_____
National Mediation Board

NATIONAL MEDIATION BOARD

CURRENT ATTACHMENT A FOR SPECIAL BOARDS OF ADJUSTMENT
(OPEN CASES ONLY)

BOARD NO._____CARRIER:_____

ORGANIZATION:_____NEUTRAL:_____

AS OF _____

NMB CASE NUMBER	SUBJECT MATTER 1/	NMB SUBJ. CODE	ORGAN. CASE NO. 2/	CARRIER CASE NO. 2/

1/ INCLUDE CLAIMANT'S NAME IF APPLICABLE

2/ INCLUDE NUMBER ONLY IF DESIRED

FORM CAN BE REPRODUCED IF ADDITIONAL COPIES ARE NEEDED

ABBREVIATIONS

Accom=Accommodations

Agmt=Agreement

Appl=Apply, Application

Bds=Boards

Class=Class, Classification

Collis=Collision

Crft=Craft

Discip=Discipline

Dist=District

Empl=Employee, Employment

Eng=Engine, Engineer

Equip=Equipment

Exp=Expenses

Helpr=Helper

Jt=Joint

Nat'l=National

Op=Operating, Operations

Othr=Other

Pd=Paid

Pushr=Pusher

Reinstate=Reinstatement

Serv=Service

Wkg=Working

Wk=Work

Wrcking=Wrecking

Wrk=Work

ALL CODES, UNLESS OTHERWISE SPECIFIED, EFFECTIVE 5/2/89.

NATIONAL MEDIATION BOARD

PLB/SBA SUBJECT CODES

MAY 3, 1989

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