

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:

For the Carrier:

Name

Name

Title

Title

Union

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 <u>1/</u>	NMB SUBJ. CODE	ORGAN. CASE NO. <u>2/</u>	CARRIER CASE NO. <u>2/</u>
=====	=====	=====	=====	=====

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	Helpr=Helper
Agmt=Agreement	Jt=Joint
Appl=Apply, Application	Nat'l=National
Bds=Boards	Op=Operating, Operations
Class=Class, Classification	Othr=Other
Collis=Collision	Pd=Paid
Crft=Craft	Pushr=Pusher
Discip=Discipline	Reinstate=Reinstatement
Dist=District	Serv=Service
Empl=Employee, Employment	Wkg=Working
Eng=Engine, Engineer	Wk=Work
Equip=Equipment	Wrcking=Wrecking
Exp=Expenses	Wrk=Work

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

NATIONAL MEDIATION BOARD

PLB/SBA SUBJECT CODES

MAY 3, 1989

INDEX BY SUBJECT

INDEX BY CODE

Ability to Pay	82
Accident: Off Track	145
Accident: Personal	133
Accom: Eating/Sleep	108
Additional Service	118
Agmts: National	6
Agmts: On Property	32
Agmt: Jt Trackage	189
Assignments: Abolish	29
Assignments: Blank	140
Assignments: Change	139
Assignments: Other	117
Attending Court	134
Availability	34
Back Pay	92
Baggage, Mail, Etc.	93
Basic Day	63
Bulletin Vacancies	94
Burden of Proof	3
Cabooseless Trains	110
Caboose/Riders Cars	31
Called and Released	192
Changing Duties	168
Civil Rights	199

1	Examinations
2	Hostling Service
2	Service: Hostling
3	Burden of Proof
4	Fitness:Out of Serv
4	Out of Serv:Fitness
5	Fitness:Reinstate
5	Reinstate: Fitness
6	Agmts: National
6	Protect:Nat'l Agmts
7	Class of Service
7	Service: Class of
9	Strikes
10	Evidence
11	Flagging
12	Transfer of Work
12	Work: Transfer of
13	Service: Snow Plow
13	Snow Plow Service
20	Extra/Pool Frt Bds
20	Frt Bds:Extra/Pool
23	Road-Yard
24	Op Rule Violations
25	Sick Leave

Claims	105	27	Past Practice
Class of Rates	72	28	Terminal Delay
Class of Service	7	29	Assignments: Abolish
Combined Facilities	54	30	Positions:Other
Combining Positions	85	31	Caboose/Riders Cars
Continuous Time	83	32	Agmts: On Property
Contracting Out Work	102	32	Protect:Proprty Agmt
Conversion Rules	40	33	Emergency
Crew Consist	58	34	Availability
Crews wkg/pd as Unit	57	36	Deadheading
Cross Seniority Dist	138	37	Guarantees: Mileage
Deadheading	36	39	MU Units
Differentials: Pay	44	40	Conversion Rules
Discipline: Other	106	40	Rules: Conversion
Discip: Out of Serv	119	41	EOT Devices:handling
Discip:Reinstatement	173	42	Precedents
Discrimination	79	43	Grades of Service
Displacement Rights	128	43	Service: Grades
District Service	144	44	Differentials: Pay
Doing Wrk: Othr Crft	177	44	Pay Differentials
Doubleheader Service	153	45	Rates: Preservation
Duties	146	46	Interchange:improper
Eating/Sleep Accom	108	47	Guarantees: Weekly
Emergency	33	48	Service: Turnaround
Empl Assist Program	170	48	Turnaround Service
Employment Security	60	50	Procedural Defect
EOT Devices:handling	41	53	Self-Propel Machines
Equip Damage/Collis.	175	54	Combined Facilities
Equip/Eng: defective	195	57	Crews wkg/pd as Unit
Estoppel	75	58	Crew Consist

Evidence	10	59	Terminals
Examinations	1	60	Employment Security
Expenses: Reimburse	116	60	Security:Employment
Exp:Away-From-Home	81	61	Force Reduction
Extra/Pool Frt Bds	20	61	Reduction in Force
Fees: Bonds/License	113	62	Rates: Daily
Fitness: Qualify	176	63	Basic Day
Fitness:Out of Serv	4	64	Seniority Rosters
Fitness:Reinstate	5	68	Seniority: Other
Flagging	11	70	Mileage
Force Reduction	61	72	Class of Rates
Force: Restoration	115	72	Rates: Class of
Forty Hour Week	180	75	Estoppel
Frt Bds:Extra/Pool	20	77	Rest Day Service
Grades of Service	43	77	Service: Rest Day
Guarantees: Daily	142	79	Discrimination
Guarantees: Extra Bd	197	81	Exp:Away-From-Home
Guarantees: Mileage	37	82	Ability to Pay
Guarantees: Weekly	47	83	Continuous Time
Health and Welfare	155	84	Safety
Held-Away-From-Home	169	85	Combining Positions
Helper/Pusher Serv	147	85	Positions: Combining
Holiday Pay	159	86	Protect:ICC Imposed,
Hose Coupling	150	87	Investigations
Hostling Service	2	88	Start-time: Other
Hours of Service	137	89	Qualify: Ability
Injuries/Disability	133	90	Leave of Absence
Interchange:improper	46	91	Unjust Treatment
Interest	132	92	Back Pay
Investigations	87	92	Pay: Back

Jt Trackage Agmt	189	93	Baggage, Mail, Etc.
Jurisdiction	193	94	Bulletin Vacancies
Leave of Absence	90	95	Meal Period
Meal Period	95	96	Supervisor Doing Wrk
Medical Examination	127	98	Rates: Changing
Mergers	101	99	Protect:Wrk Notice
Mileage	70	100	Wrk/Wreck Train Serv
Miscellaneous	111	101	Mergers
Moratorium Provision	141	102	Contracting Out Work
MU Units	39	102	Work:Contracting Out
Op Rule Violations	24	105	Claims
Othr Crfts Doing Wrk	177	106	Discipline: Other
Out of Serv:Discip	119	107	Switches
Out of Serv:Fitness	4	108	Accom: Eating/Sleep
Overpayment:Recovery	109	108	Eating/Sleep Accom
Overtime	172	109	Overpayment:Recovery
Past Practice	27	110	Cabooseless Trains
Pay: Back	92	110	Trains: Cabooseless
Pay: Holiday	159	111	Miscellaneous
Pay: Vacation	167	113	Fees: Bonds/License
Pay:Differentials	44	114	Words and Phrases
Penalties	124	115	Force: Restoration
Picking Up & Set Out	163	115	Restoration of Force
Piloting	121	116	Expenses: Reimburse
Positions: Combining	85	116	Reimburse Expenses
Positions:New	136	117	Assignments: Other
Positions:Other	30	118	Additional Service
Precedents	42	118	Service: Additional
Prerogative	135	119	Discip: Out of Serv
Procedural Defect	50	119	Out of Serv:Discip

Protect: Claims Appl	164	120	Runarounds
Protect: Represent	161	121	Piloting
Protect: Union Shop	123	123	Protect: Union Shop
Protect:Employees	156	123	Union Shop
Protect:ICC Imposed	86	124	Penalties
Protect:Nat'l Agmts	6	125	Temporary Vacancies
Protect:Proprty Agmt	32	125	Vacancies:Temporary
Protect:Wrk Notice	99	127	Medical Examination
Protect:Wrk Transfer	162	128	Displacement Rights
Qualify: Ability	89	128	Rights: Displacement
Qualify: Fitness	176	129	Rates: Determining
Rates: Changing	98	132	Interest
Rates: Class of	72	133	Accident: Personal
Rates: Daily	62	133	Injuries/Disability
Rates: Determining	129	134	Attending Court
Rates: Higher Due	187	135	Prerogative
Rates: Hourly	183	136	Positions:New
Rates: Monthly	174	137	Hours of Service
Rates: Other	143	137	Service: Hours of
Rates: Preservation	45	138	Cross Seniority Dist
Reduction in Force	61	139	Assignments: Change
Reimburse Expenses	116	140	Assignments: Blank
Reinstate: Fitness	5	141	Moratorium Provision
Reinstate:Discip	173	142	Guarantees: Daily
Rest Day Service	77	143	Rates: Other
Restoration of Force	115	144	District Service
Rights: Displacement	128	145	Accident: Off Track
Road-Yard	23	146	Duties
Road/Yard Difference	158	147	Helper/Pusher Serv
Rules: Conversion	40	147	Serv: Helper/Pusher

Runarounds	120	150	Hose Coupling
Safety	84	151	Transport: Expenses
Scope	177	152	Trains: Detoured
Security:Employment	60	153	Doubleheader Service
Self-Propel Machines	53	153	Service:Doubleheader
Seniority Rosters	64	155	Health and Welfare
Seniority: Other	68	156	Protect:Employees
Service: Additional	118	157	Sunday/Holiday/Rest
Service: Class of	7	158	Road/Yard Difference
Service: Grades	43	159	Holiday Pay
Service: Hostling	2	159	Pay: Holiday
Service: Hours of	137	160	Service: Mine Run
Service: Mine Run	160	161	Protect: Represent
Service: Rest Day	77	162	Protect:Wrk Transfer
Service: Snow Plow	13	163	Picking Up & Set Out
Service: Turnaround	48	164	Protect: Claims Appl
Service: Yard	196	166	Union Dues
Service:Doubleheader	153	167	Pay: Vacation
Serv: Helper/Pusher	147	167	Vacation Pay
Sick Leave	25	168	Changing Duties
Snow Plow Service	13	169	Held-Away-From-Home
Start-time: changing	184	170	Empl Assist Program
Start-time: Other	88	172	Overtime
Strikes	9	173	Reinstate:Discip
Sunday/Holiday/Rest	157	173	Discip:Reinstatement
Supervisor Doing Wrk	96	174	Rates: Monthly
Switches	107	175	Equip Damage/Collis.
Temporary Vacancies	125	176	Fitness: Qualify
Terminal Delay	28	176	Qualify: Fitness
Terminals	59	177	Doing Wrk: Othr Crft

Time Limit	188	177	Othr Crfts Doing Wrk
Trains: Cabooseless	110	177	Scope
Trains: Detoured	152	180	Forty Hour Week
Transfer of Work	12	180	Week: Forty Hour
Transport: Expenses	151	183	Rates: Hourly
Turnaround Service	48	184	Start-time: changing
Union Dues	166	187	Rates: Higher Due
Union Shop	123	188	Time Limit
Unjust Treatment	91	189	Agmt: Jt Trackage
Vacancies: Temporary	125	189	Jt Trackage Agmt
Vacation Pay	167	190	Wrckng Serv: No call
Week: Forty Hour	180	192	Called and Released
Words and Phrases	114	193	Jurisdiction
Work: Transfer of	12	195	Equip/Eng: defective
Work: Contracting Out	102	196	Service: Yard
Wrckng Serv: No call	190	196	Yard Service
Wrk/Wreck Train Serv	100	197	Guarantees: Extra Bd
Yard Service	196	199	Civil Rights